# THE CITY COUNCIL OF WATERLOO, IOWA
# REGULAR SESSION TO BE HELD AT
# Harold E. Getty Council Chambers
# Monday, April 20, 2026
# 5:30 PM

## CITY OF WATERLOO
## COMMUNITY VISION PLAN

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

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

**RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS**

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

**RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS**

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

Roll Call.

Prayer or Moment of Silence.

Pledge of Allegiance, Steve Simon, Council Member at large.

**Approval of Agenda as proposed or amended.**

**Approval of Minutes of the March 30, 2026, Council Special Session, and the April 6, 2026, Council Regular Session as proposed or amended.**

**CONSENT AGENDA**

The consent agenda is reserved for routine resolutions and motions, acted upon by roll call vote on a single motion without discussion. Council shall either vote yea or nay when the roll is called. Council members may request that an item be removed from the consent agenda and considered separately. Such a request does not require a second. The public shall be prohibited from requesting that items listed on the consent agenda be removed and considered separately. The public may contact council members with questions regarding consent agenda

items. 1-4A-16(A)(8).

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

2. Resolution approving the request of Kyle Niemann for a waiver for a concrete driveway, located at 3937 W. Airline Hwy, with the elimination of the sidewalk section due to inability to meet grade requirements.

3. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as May 14, 2026, and date of public hearing as May 18, 2026, in conjunction with the Runway 18/36 Rehabilitation Outside the Runway 12/30 Safety Area, FAA AIP Project No. 3-19-0094-060, and instruct the City Clerk to publish notice.

4. Resolution setting date of public hearing as May 4, 2026, to approve a request by the City of Waterloo on behalf of the Iowa National Guard for a Site Plan Amendment to construct a 25,000 square foot building in the “M-2,P” Planned Industrial District located north of 3106 Airport Blvd, and instruct the City Clerk to publish notice.

5. Resolution setting date of public hearing as May 18, 2026, to approve proposed repairs, in conjunction with the FY 2027 Sidewalk Inspection and Repair Program – Zone 5B, and approve a request to send out notification to property owners of proposed sidewalk repairs and estimate of costs, and instruct the City Clerk to publish notice.

6. Resolution approving wages for years four and five of the 2023-2028 Collective Bargaining Agreement with the Teamsters Local 238, and authorizing the Mayor and Human Resources Director to execute said documents.

7. Resolution approving award of bid to Peterson Contractors, Inc., of Reinbeck, Iowa, in the amount of $1,607,197.68, approving the contract, bond and certificate of insurance, in conjunction with the FY 2026 Parkview Manor and W. 3rd Street Detention Basin, Contract No. 1137, and authorizing the Mayor and City Clerk to execute said document.

8. Motion to receive and file Historic Preservation Commission minutes of November and December of 2025, and January and February of 2026.

9. Motion to receive and file Planning, Programming, and Zoning Commission minutes of November and December of 2025, and January and February of 2026.

10. Motion to receive and file Board of Adjustment minutes for November of 2025, and January and February of 2026.

11. Motion to receive and file Complete Streets Committee minutes of January 2026.

12. **Liquor Licenses**
    Cadillac XBC, 650 LaPorte Road, Class C w/Sunday Sales (Renewal) 03/27/2027.
    Hampton Inn, 2034 La Porte Road, Class C w/Sunday Sales (Renewal) 01/31/2027.
    Hometown Foods, 1010 E. Mitchell Avenue, Class E w/Sunday Sales (Renewal) 04/30/2027.
    La Michoacana, Inc., 1221 Franklin Street, Class C w/Sunday Sales (New) 04/26/2027.
    Michoacana Meat Market, 1215 Franklin Street, Class C w/Sunday Sales (Renewal)

04/27/2027.
Sunnyside Country Club, 1600 Olympic Drive, Class F (Ownership Updates) 04/13/2027.
The Other Place, 360 E. Ridgeway Avenue, Class C w/Sunday Sales (Renewal) 01/25/2027.
UNI Mart, 1615 Bishop Avenue, Class E w/Sunday Sales (Renewal) 02/28/2027.

13. **Cigarette/Tobacco/Nicotine/Vapor Permits**
Dollar General #10073, 3815 University Avenue (Retail Tobacco).
Dollar General #21528, 428 E. 1st Street (Retail Tobacco).
Dollar General #4698, 2935 Logan Avenue (Retail Tobacco).
Dollar General #7136, 66 E. Tower Park Drive (Retail Tobacco).
Dollar General #7162, 820 W. 5th Street (Retail Tobacco).
Kwik Star #229, 1717 E. San Marnan (Retail Tobacco).
Kwik Star #569, 875 Fisher Drive (Retail Tobacco).
R Smoke Plus Waterloo, 3620 Kimball Avenue (Retail Tobacco).
Tobacco & Vape, 3821 University Avenue (Retail Tobacco).

14. Bonds.

## PUBLIC HEARINGS

**1. FYE 2027 Budget Hearing.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments.
Resolution approving the FYE 2027 budget including total property tax askings of $54,841,779 and a levy rate of $21.79160 for the budget year ending June 30, 2027.

Submitted by: Bridgett Wood, Finance Director

**2. Request by the City of Waterloo to rezone approximately twenty-eight acres of land from "A-1" Agricultural District to "B-P" Business Park District, located west and northwest of 4634 Kimball Avenue.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by the City of Waterloo to rezone approximately twenty-eight acres of land from "A-1" Agricultural District to "B-P" Business Park District, located west and northwest of 4634 Kimball Avenue.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted by: Noel Anderson, Community Planning and Development Director

**3. Request by BFA, Inc., on behalf of Wal-Mart, to vacate 26,821 square feet of a 20-foot water line easement located at 1334 Flammang Drive.**

Motion to receive and file proof of publication of notice of public hearing.

HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments, and recommendation of approval from the Planning, Programming and Zoning Commission.
Motion to receive, file and consider and pass for the first time an ordinance approving a request by BFA, Inc., on behalf of Wal-Mart to vacate 26,821 square feet of a 20-foot water line easement located at 1334 Flammang Drive.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt said ordinance

Submitted by: Noel Anderson, Community Planning and Development Director

4. **2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract for city-owned lots generally maintained by the Planning and Zoning Department.**

   Motion to receive and file proof of publication of notice of public hearing.
   HOLD HEARING - No comments on file.
   Motion to close the hearing and receive and file oral and written comments.
   Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
   Motion to receive, file, and instruct the City Clerk to read bids.
   Resolution awarding bid to Adams Outdoor Contracting Inc., of Waterloo, Iowa, in the amount of $9.49 per lot per occurrence for lots under one-acre, in conjunction with the 2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract Part 1 for city-owned lots under 1 acre generally maintained by the Planning and Zoning Department, and awarding bid to Taylor Construction Company LLC of Cedar Falls, Iowa, in the amount of $49.89 per acre per occurrence for lots 1 acre or more, in conjunction with the 2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract Part 2 for city-owned lots 1 acre or more generally maintained by the Planning and Zoning Department.

   Submitted by: Noel Anderson, Community Planning and Development Director

**RESOLUTIONS**

1. Resolution approving a Traffic Safety Improvement Program with the Iowa Department of Transportation, in the amount of $470,000.00, in conjunction with the construction of a roundabout at Hammond Avenue and Ridgeway Avenue, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Randy Bennett, Public Works Division Manager

2. Resolution approving a Professional Services Agreement with Protex Central, in the amount of $5,400.00, for a three-year contract for the semi-annual maintenance and testing of the data room fire suppression system, and authorizing the Mayor to execute said document.

   Submitted by: Randy Bennett, Public Works Division Manager

3. Resolution approving a Purchase Agreement with the City of Stanwood, Iowa, in the amount of $35,000.00 for a 1996 Spartan Fire Truck, and authorizing the Mayor and City Clerk to execute said documents.

   Submitted by: Bill Beck, Fire Chief

4. Resolution approving a Professional Services Agreement with AECOM, Inc., of Waterloo, Iowa, in an amount not to exceed $58,100.00 for design-related services in conjunction with the FY 2026 Cedar Prairie Trail Replacement, Contract No. 1142, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Jamie Knutson, City Engineer

5. Resolution approving a Right-of-Entry Agreement with the Army Corp of Engineers to allow installation of monitoring wells in the City right-of-way along Midport Boulevard and Big Rock Road, and authorizing the Mayor to execute said document.

   Submitted by: Jamie Knutson, City Engineer

6. Resolution approving a Cooperative Agreement with the City of Cedar Falls to split costs in conjunction with the FY 2026 Cedar Prairie Trail Replacement, Contract No. 1142, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Jamie Knutson, City Engineer

7. Resolution approving a Professional Services Agreement with AECOM, Inc., of Waterloo, Iowa, in an amount not to exceed $21,100.00, for engineering-related services to complete an application to submit for funding for the conversion and reconstruction of 5$^{th}$ and 6$^{th}$ Streets from Washington Street to Franklin Street, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Jamie Knutson, City Engineer

8. Resolution approving a Professional Services Agreement with AECOM, Inc., of Waterloo, Iowa, in an amount not to exceed $159,800.00 for design-related services in conjunction with upgrades to the Edwards Street Stormwater Lift Station, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Jamie Knutson, City Engineer

9. Resolution approving Supplemental Agreement No. 2 with McClure Engineering, in the amount of $140,550.00, in conjunction with the FY 2026 Dakota Drive Extension, Contract No. 1129, and authorizing the Mayor to execute said document.

   Submitted by: Jamie Knutson, City Engineer

10. Resolution approving a Development Agreement with Dellatan Asset Acquisition, LLC, for a phased development, including a $5,000.00 infill incentive grant for each residential unit created, for a total of up to $60,000.00 in infill incentive grants, refunding the purchase price of $5,000.00 for the purchase of each phase, for a total refund of $10,000.00, and a Minimum Assessment Agreement for the construction of no fewer than twelve new single-family homes, located near 918 and 919 Newell Street, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

11. Request by Martin Flats, LLC for an Encroachment Agreement to allow four bike racks on city-owned property in the “C-3” Central Business District located adjacent to 321 E. 4th Street, on the sidewalk of E. 4th Street. and authorizing the Mayor and City Clerk to execute

said agreement.

Submitted by: Noel Anderson, Community Planning and Development Director

12. Resolution approving a Memorandum of Agreement between the United States Environmental Protection Agency, the Iowa State Historic Preservation Office, and the City of Waterloo, in conjunction with the abatement of hazardous materials at the former Rath Packing Plan, and authorizing the Mayor to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

13. Resolution in support of an application by Big Hand Pepper, LLC for the Iowa Workforce Housing Tax Credit Program application to the Iowa Economic Development Authority, to construct fifteen new single family homes at the former Castle Hill School Site, located south of 235 Spieker Road, including tax rebates for fifty percent of infrastructure costs.

    Submitted by: Noel Anderson, Community Planning and Development Director

14. Resolution in support of an application by 205 E. 4th Street, LLC, for the Iowa Workforce Housing Tax Credit Program application to the Iowa Economic Development Authority, for up to twenty-five apartment units at the Historic Black's Building, located at 205 E. 4th Street, including reimbursement funds of $14,000,000.00.

    Submitted by: Noel Anderson, Community Planning and Development Director

15. Resolution approving compensation in the amount of $5,520.00 to CRV, Inc. for the removal of 27.9 square-yards of concrete paving, and removal of 27.1 square-yards of asphalt paving, for property located at 1607-1621 La Porte Road, in conjunction with the La Porte Road Phase II Reconstruction Project.

    Submitted by: Noel Anderson, Community Planning and Development Director

16. Resolution approving the request by BFA, Inc. on behalf of Wal-Mart to dedicate 30,436 square feet of 20-foot water line easement located at 1334 Flammang Drive.

    Submitted by: Noel Anderson, Community Planning and Development Director

17. Resolution approving a Temporary Easement Agreement in the amount of $137.00 with Mark and Mary Minard, located at 1432 Edgewood Drive, in conjunction with the Katoski Drive/Huntington Road Reconstruction Project, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

18. Resolution approving the dedication of a permanent utility easement between the City of Waterloo and SKH Properties, LLC, located at 330 Tower Park Drive.

    Submitted by: Noel Anderson, Community Planning and Development Director

19. Resolution approving a Waterloo Leisure Services Designated Funds Agreement with the Waterloo Community Foundation to establish and maintain a charitable fund for the Foundation to support the City of Waterloo Leisure Services, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Todd Derifield, Leisure Services Director

20. Resolution approving a Service Contract with Parking-Inc./Keck Parking, of Des Moines, Iowa, in the amount of $10,740.00, for years 1–3, and $11,277.00 for years 4–6, beginning July 1, 2026, in conjunction with the repairs, parts and services required to maintain the Airport parking lot equipment, and authorizing the Mayor to execute said document.

    Submitted by: Sheila Combs, Airport Business Manager

21. Resolution approving a Construction-Related Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in the amount of $195,100.00, in conjunction with the Rehabilitation of Runway 18/36 Inside of Runway 12/30 Safety Area, FAA AIP Project Number 3-19-0094-059-2026, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Sheila Combs, Airport Business Manager

22. Resolution approving a Volunteer Time Off policy for the City of Waterloo Employee Handbook

    Submitted by: Missy Gearhart, Assistant Human Resources Director

23. Resolution approving an Artificial Intelligence (AI) Use Policy for the City of Waterloo Employee Handbook

    Submitted by: Missy Gearhart, Assistant Human Resources Director

24. Resolution approving an update to the Electronic Usage policy and renaming it Technology and Electronic Communications for the City of Waterloo Employee Handbook.

    Submitted by: Missy Gearhart, Assistant Human Resources Director

25. Resolution approving Terminating the Transforming Gates and Byrnes Parks Designated Funds Agreement with the Waterloo Community Foundation, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Bridgett Wood, Finance Director

**ORDINANCES**

1. **Amendment to the City of Waterloo Zoning Ordinance No. 5079 to update terms and regulations as they apply to hobby farms, farm animals, tobacco and vape shops, and other changes.**

    Motion to receive, file and consider and pass for the second time an ordinance amending the City of Waterloo Zoning Ordinance No. 5079 to update terms and regulations as they apply to hobby farms, farm animals, tobacco and vape shops, and other changes.
    Motion to suspend the rules.
    Motion to receive, file, consider and pass for the third time and adopt the ordinance.

    Submitted by: Noel Anderson, Community Planning and Development Director

2. **Request by C&S Properties to rezone approximately 0.49 acres from "R-4" Multiple Residence District to "C-2" Commercial District located at 911 South Street and 519**

**W. 7th Street.**

Motion to receive, file, consider, and pass for the third 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, by approving a request by C&S Properties to rezone approximately 0.49 acres from “R-4” Multiple Residence District to “C-2” Commercial District located at 911 South Street and 519 W. 7th Street.

Submitted by: Noel Anderson, Community Planning and Development Director

## OTHER COUNCIL BUSINESS

**Motion to reconsider a vote on Resolution No. 2026-190, “Resolution approving Amendment No. 3 to a Professional Services Agreement with INVISION Architecture, for an increase of $380,000.00 for the renovation of 100 E. 4th Street for the new Waterloo City Hall, and authorizing the Mayor to execute said document."**

## 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.

## ADJOURNMENT

**Motion to adjourn.**

Kelley Felchle
City Clerk

March 30, 2026

The City Council of the City of Waterloo, Iowa, met in Special Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 PM, on Monday, March 30, 2026.

Pre-Meeting Items

Roll Call.

Mayor Dave Boesen in the Chair. Mr. Schmitt, Mr. Morrow, Ms. Creighton-Smith, Ms. Berry, Mr. Salamanca, Mr. Martin and Mr. Simon.

Prayer or Moment of Silence.

Pledge of Allegiance, Dave Morrow, Ward 2 Council Member.

Approval of Agenda as proposed or amended.

Simon/Schmitt
that the agenda, as proposed or amended, be approved. Voice vote-Ayes: Seven. Motion carried.

PUBLIC HEARINGS

FY2027 Proposed Property Tax Levy Hearing.

Simon/Martin
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

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

Margaret Myoe, Executive Director of the Grout Museum, explained that the state legislation had consolidated local levies, putting forty-four percent of the museum's operating budget at risk. She noted that the museum has already undergone layoffs and building closures to stay afloat.

Henry Korf, 326 Alvarado, Cedar Falls, and Grout Trustee, stated that using these funds to bridge the city's general budget deficit was "unconstitutional" and a violation of the public's trust.

Mary Potter, 1416 W. 4th Street and Grout Trustee, accused the council of being ignorant about the Grout Museum. She shared that the Grout Museum is special and that the city should

consider spending funding on an institution that brings people to the community. She also encouraged people to visit the Grout and support the museum with a membership.

Ryan Malececk, 1552 Pinnacle Place, shared that his daughters went to museum school when they were children, and it has remained as a cherished memory. He stated that the funds are very much needed and asked that funding continue.

Bonnie Smith-Davis, 702 Lorraine, shared that in 2015 voters made their voices clear by approving the levy and urged the council members to honor the mandate.

Jim Buschcamp, 181 Prospect, expressed his support for funding the Grout Museum and stated that what the city is proposing to do is unconstitutional.

Kelly Sullivan, 2228 W. 8th Street, Cedar Falls, shared that her grandmother was 93 years old when she voted for the levy. Her father was able to vote for the levy as well. She shared that there are many military personnel and politicians who come to tour the museum, noting that this brings money to the community.

Cory Champagne, 3713 W. 9th Street and Commander of the American Legion, commented that he agreed with all the comments made so far. He shared that after going through the city's budget simulator, he was prepared to provide a solution to balancing the budget without touching the Grout or the first responders. He will present his solution to his councilperson, Mr. Salamanca.

EJ Gallagher, Board Member and Trustee, 801 Sheridan Road, provided additional supporting comments and said that funding the Grout is the right thing to do. He shared that the extensive exhibits on display recall us to a time when the United States was the hope of the free world. This is not a time to reduce the financial support for this important institution, rather, it is a time to affirm our support for the ideals it represents and resources it provides.

Mike Wagner, 1034 Wendy Road, shared his own military background and commented that since moving here in 1988 he was moved by the level of respect the community has for military service.

George Meeks, 609 E. Donald Street, shared that a highlight at the Grout Museum is when third-graders come to the museum, and they have family members with them that have served.

Heidi Hultman Warrington, 525 Martin Road, commented about her own military service and the recognition the Grout Museum provided to her and the other women of the military upon their return. She shared that every Wednesday the Grout offers coffee and chamaraderie for forty to sixty veterans. She further shared that her father, Curly Hultman, had a many-year relationship with NATO, and before his death a year ago, some NATO officers came from Sweden and Belgium to see him. Their comment was that the Grout Museum and the John Deere museum rivaled any museum in Europe and other where in the world. She asked the council to fund the Grout.

Carolyn Carpenter, 717 Grindstone Circle, spoke of the significance of the museum and asked council to support funding the Grout.

Jess Cruz, 119 S. Hackett Road, spoke in favor of supporting and funding the museum.

Ethan Azbill, 2829 Lafayette Street, shared his family's experiences and love for the museum and how important it is for our children.

Phillip Krough, 1016 Ash Street, commented that this is a vital part of our history, and we need to do more to protect it.

Tom Connors, 1304 College Street, history teacher at UNI and Grout Museum Board member, shared that the History Education and Museum Studies Program partners with the Grout and interns are sent there to train them for future work in museums. He commented that keeping the museum going is critical as it is the keeper of Waterloo's history and heirlooms.

Ken Mason, 310 W. Park Lane, shared that he is also from the UNI History Department and the newest member of that department. He said that when he and his wife were searching for where they wanted to live, they chose Waterloo and the Grout Museum had something to do with that decision. They were drawn by the stories of the people of Waterloo that are preserved within the Grout. He further shared that there are wide-ranging ripple effects across the state and asked the council to continue to faithfully steward the levy funds that were voted on by the people of Waterloo.

Liam Christiansen, 45 W. Jefferson Street and Grout Museum Intern, commented that the experience of interning at the Grout is an unbelievable experience and asked council to continue to fully fund the Grout.

Simon/Schmitt
to close the public hearing. Voice vote-Ayes: Seven. Motion carried.

Ms. Creighton-Smith expressed support for those that came to speak and shared their sentiments.

Mr. Simon shared comments that the council is tirelessly working to find funds to continue to support the Grout Museum.

Ms. Berry shared that she had the chance to meet with the Executive Director of the Grout Museum today and, because the citizens of Waterloo voted for this, she expressed that she will work with the council to find a way to fund the Grout Museum.

Mr. Salamanca thanked everyone for reaching out to him on this issue and said that as a veteran he understands the significance of the Grout Museum, and also understands the significance of budget decisions. He thanked the citizens for trusting council.

Mr. Schmitt thanked everyone for attending tonight and commented that in all of his previous twelve years on council he has not received anywhere near as many texts, calls and emails as he has on this issue.

Mr. Morrow commented on the outpouring he has received and said he is aligned to do the right thing, and supports the Grout.

Mr. Martin shared that he and the rest of the council know how important the Grout is to this

community and that the council will look at every avenue to balance the budget and make the right decisions.

Mayor Boesen thanked everyone for their comments and shared that there are still a few meetings where they will be discussing how to make things right and still balance the budget.

ADJOURNMENT

Schmitt/Berry
that the council adjourn at 6:22 p.m. Voice vote-Ayes: Seven. Motion carried.

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Kelley Felchle
City Clerk

April 6, 2026

The City Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 PM, on Monday, April 6, 2026.

Pre-Meeting Items

Roll Call.

Mayor Dave Boesen in the Chair. Roll Call: Mr. Schmitt, Mr. Morrow, Ms. Creighton-Smith, Ms. Berry, Mr. Salamanca, Mr. Martin and Mr. Simon.

Prayer or Moment of Silence.

Pledge of Allegiance, Hector Salamanca Arroyo, Ward Council Member.

Approval of Agenda as proposed or amended.

Simon/Salamanca
that the agenda as presented be approved. Voice vote-Ayes: Seven. Motion carried.

Approval of Minutes of the March 16, 2026, Regular Council Session, as proposed or amended.

Simon/Salamanca
that the minutes of the March 16, 2026, Regular Council Session, be approved. Voice vote-Ayes: Seven. Motion carried.

CONSENT AGENDA

Simon/Salamanca
that the following items on the consent agenda, with the exception of removing items 6 and 8 from the consent agenda to be considered separately, be received and placed on file, including the payment of bills for March 23, 2026, in the amount of $6,375,037.14, March 30, 2026, in the amount of $2,248,199.85 and April 6, 2026, in the amount of $3,428,787.39, be received and placed on file. Roll Call vote-Ayes: Seven. Motion carried.

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

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-151.

Resolution setting date of public hearing as April 20, 2026, to approve the FY 2027 budget and instruct the City Clerk to publish notice.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-152.

Resolution setting date of public hearing as April 20, 2026, to approve a request by BFA, Inc., on behalf of Wal-Mart to vacate 26,821 square feet of twenty-foot water line easement located at 1334 Flammang Drive, and instruct the City Clerk to publish notice.

Roll Call vote-Ayes: Seve. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-153.

Resolution setting date of public hearing as April 20, 2026, to approve a rezone request by the City of Waterloo to rezone approximately twenty-eight acres of land from "A-1" Agricultural District to "B-P" Business Park District, located west and northwest of 4634 Kimball Avenue, and instruct the City Clerk to publish notice.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-154.

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as April 16, 2026, and date of public hearing as May 4, 2026, in conjunction with the Street Department Seal Coat Program, and direct the City Clerk to publish notice.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-155.

Resolution determining the necessity and setting date of public hearing as May 4, 2026, to approve the Amendment to the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan, to update projects and project budgets to be included in the Plan, and setting date of consultation with taxing entities as April 17, 2026, and instruct the City Clerk to publish notice.

This item was removed and considered separately.

Resolution approving award of bid to Thome Excavating and Grading of La Porte City, Iowa, in the amount of $9,177.00, approving contract, bond through cashiers check, and certificate of insurance for the demolition and site clearance of 233 Gable St. to make way for a new construction home using HOME Investment Partnerships funding provided by the U.S. Department of Housing and Urban Development, and authorizing the Mayor and City Clerk to execute said document.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-156.

Resolution approving award of bid to Peterson Contractors, Inc., of Reinbeck, Iowa, in the amount of $7,727,051.20, approving the contract, bond and certificate of insurance, in conjunction with the FY 2026 Katoski Drive and Huntington Road Reconstruction, Contract No. 1123, and authorizing the Mayor and City Clerk to execute said document.

This item was removed and considered separately.

Resolution approving award of bid to Municipal Pipe Tool Co., LLC, of Hudson, Iowa in the amount of $975,236.75 and Bid Alternate No. 1 at $32,268.70 for a total contract of $1,007,505.45 and approving the contract, bonds, and certificate of insurance, in conjunction with the FY 2026 CIP Pipelining Phase VA, Contact No. 1141, and authorizing the Mayor and City Clerk to execute said documents.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-157.

Resolution returning Traffic Safety Improvement Program grant, in the amount of $500,000.00, for Hammond Avenue and Shaulis Road roundabout.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-158.

Resolution accepting a Traffic Safety Improvement Program grant, in the amount of $50,000.00, for purchasing temporary traffic control devices.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-159.

Resolution approving the award of hotel/motel tax council discretionary funds, in the amount of $5,000.00, to the North End Arts and Music Fest.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-160.

Resolution approving the award of hotel/motel tax council discretionary funds to Main Street Waterloo, in the amount of $20,000.00, for the Red, White & Loo Project.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-161.

Resolution approving the sale of used equipment/vehicles from the Fire and Rescue Department (Public Works fleet), via the Purple Wave website.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-162.

Motion to receive and place on file the City of Waterloo the Annual Comprehensive Financial Report for the fiscal year ended June 30, 2025.

Motion to approve Change Order No. 10 with Peterson Contractors, Inc., of Reinbeck, Iowa, for a net increase of $194,185.50, in conjunction with FY 2024 La Porte Road Improvements, Phase I Project, Contract No. 1016, DOT Contract No. STBG-SWAP-8155(760)--SG-07, and authorizing the Mayor to execute said document.

Motion to approve an Exception to Burning Yard Waste Application by Steven Rieger, to burn approximately 100 acres of prairie grass at the 2100-2300 Block of Katoski Drive, SW corner of Huntington Road and Katoski Drive, prior to May 15, 2026, weather permitting.

Motion to approve an Exception to Burning Yard Waste Application by Iowa Natural Heritage Foundation - Bill Kohler, to burn approximately 20 acres of prairie property, located east of 530 W. Big Rock Road, between April - May 2026, weather permitting.

Motion to approve an Exception to Burning Yard Waste Application by Waterloo Leisure Services, to burn approximately 3.5 acres of prairie property, located at the north side of Lloyd Randall Park along the bike path, 9:00 a.m. between April - May 2026, weather permitting.

Motion to approve an Exception to Burning Yard Waste Application by Waterloo Leisure Services, to burn approximately 5.7 acres of prairie property, located north of West Ridgeway Road in the Katoski Greenbelt along the trail, 9:00 a.m. between April - May 2026, weather permitting.

Motion approving an Exception to Burning Yard Waste Application by Hawkeye Community College to burn approximately 14.3 acres on the Hawkeye Community College campus, April 12, 2026 to May 8, 2026, between 8:00 a.m. and 5:00 p.m.

Motion approving hiring of **James Bolger** to the position of Assistant Director in the Leisure Services Department, effective April 7, 2026.

**Bailey Moore,** Board/Commission: Library Board of Trustees, Expiration Date: June 30, 2032, [New-Full].

**Richard L. Grimm,** Board/Commission: Memorial Hall Commission, Expiration Date: February 16, 2029, [New-Full].

**Jared Hottle,** Board/Commission: Historic Preservation Commission, Expiration Date: February 16, 2029, [Renew-Full].

Communication from the Mayor's Office on the notice of the conclusion of employment of Britni Perkins, Executive Secretary, effective March 2, 2026, with recommendation of approval of payout of $2,821.61 for unused benefits.

Communication from the Fire Department on the notice of the conclusion of employment of Chris Behrens, Engineer, effective March 13, 2026, with recommendation of approval of payout of $12,172.48 for unused benefits.

Communication from the Police Department on the notice of the conclusion of employment of

Katelyn Christensen, Police Officer, effective March 1, 2026, with recommendation of approval of payout of $4,098.66 for unused benefits.

Communication from the Police Department on the notice of the conclusion of employment of Brad Walter, Police Officer, effective April 1, 2026, with recommendation of approval of payout of $6,510.60 for unused benefits.

Communication from the Fire Department on the notice of the conclusion of employment of Aaron Burger, Firefighter, effective February 24, 2026, with recommendation of approval of payout of $865.34 for unused benefits.

Motion to receive and file Grout Museum funding reports of February 2026.

Motion to receive and file Leisure Services Commission Board minutes of February 10, 2026.

Motion to receive and file Veterans Memorial Hall Board minutes of February 25, 2026.

**Liquor Licenses**

Ali's Corner, 1117 E. 4th Street, Class E w/Sunday Sales (Renewal) 04/01/2027.
Babes Tap, 210 Division Street, Class C w/Sunday Sales (Renewal) 03/14/2027.
Cedar Valley Fish Market, 218 Division Street, Class C w/Sunday Sales (Renewal) 01/25/2027.
Dollar General #10073, 3815 University Avenue, Class C w/Sunday Sales (Renewal) 03/14/2027.
Grout Museum, 503 South Street, Special Class C w/Sunday Sales (New) 02/23/2027.
Hampton Inn, 2034 LaPorte Road, Class C w/Sunday Sales (Renewal) 03/31/2026.
Hy-Vee Food Store 1, 2834 Ansborough Avenue, Class E w/Sunday Sales (Renewal) 03/23/2026.
National Dairy Cattle Congress, Class C w/Sunday Sales (New) 03/05/2027.
Newton's Paradise Cafe, 128 E. 4th Street, Class C w/Sunday Sales (Renewal) 01/31/2027.
Sam's Club, 210 E. Tower Park Drive, Class E w/Sunday Sales (Ownership Updates) 02/28/2027.
Troy's Kimball, 3146 Kimball Avenue, Class C w/Sunday Sales (New) 03/31/2027.
Waterloo Softball Association, 1139 Josephine Street, Class C w/Sunday Sales (Renewal) 04/16/2026.

**Cigarette/Tobacco/Nicotine/Vapor Permits**

Dollar General Store #30998, 5570 Washington Street (Retail Tobacco).
Dollar General Store #20584, 1650 Idaho Street (Retail Tobacco).
Fareway Stores #951, 40 W. San Marnan Drive (Retail Tobacco).

Greenleaf Tobacco & E-Cigs, 1503 E. San Marnan Drive (Retail Tobacco).
Greenleaf Tobacco & Vape, 2313 Logan Avenue, (Retail Tobacco).
Greenleaf Tobacco & Vape, 1608 University Avenue, Ste. B, (Retail Tobacco).
Greenleaf Tobacco & E-Cigs, 1503 E. San Marnan Drive (Device Permit).
Greenleaf Tobacco & Vape, 1608 University Avenue (Device Permit).
Greenleaf Tobacco & Vape, 2313 Logan Avenue (Device Permit).
Kwik Star #380, 506 W. 9th Street (Retail Tobacco).
Kwik Star #715, 135 E. Ridgeway Avenue (Retail Tobacco).
Kwik Star #723, 707 Broadway Street (Retail Tobacco).
Kwik Star #724, 1105 Cedar Bend Street (Retail Tobacco).
Kwik Star #732, 324 Fletcher Avenue (Retail Tobacco).
Kwik Star #1004, 111 E. Donald Street (Retail Tobacco).
Metro Mart #1, 3201 W. 4th Street (Retail Tobacco).
Metro Mart #4, 2332 Falls Avenue (Retail Tobacco).

Bonds.

Item 6

Simon/Creighton-Smith
Resolution determining the necessity and setting date of public hearing as May 4, 2026, to approve the Amendment to the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan, to update projects and project budgets to be included in the Plan and setting date of consultation with taxing entities as April 17, 2026, and instruct the City Clerk to publish notice. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-163.

Mr. Morrow commented that there was an increase in the value listed in the supporting documents and requested details of that change.

Noel Anderson, Community Planning and Development Director, provided an overview of the item.

Item 8

Morrow/Schmitt
Resolution approving award of bid to Peterson Contractors, Inc. of Reinbeck, Iowa, in the amount of $7,727,051.20, approving the contract, bond and certificate of insurance, in conjunction with the FY 2026 Katoski Drive and Huntington Road Reconstruction, Contract No. 1123, and authorizing the Mayor and City Clerk to execute said documents. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-164.

Mr. Morrow questioned if a written contract is in place for what the schools pay versus what the city pays and who is doing the design work.

Jamie Knutson, City Engineer, confirmed that a contract was approved by the previous council and shared that the city hired Foth Infrastructure to do the design work and the city would do the inspections, and he would bill the school for their portion of it once we have new construction. There will be ongoing payments for reimbursement throughout the project.

Mr. Morrow asked what the split was in the contract.

Jamie Knutson shared that the split is roughly sixty-forty, with sixty being the city's portion and forty being the schools.

PUBLIC HEARINGS

Request by Advanced Heat Treat to vacate approximately 650 square feet of public Sewer and Utility Easement in the “M-1” Light Industrial District located at 2839 Burton Avenue.

Schmitt/Martin
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

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

Schmitt/Simon
to close the hearing and receive and file recommendation of approval of the Planning, Programming and Zoning Commission. Voice vote-Ayes: Seven. Motion carried.

Schmitt/Simon
to receive, file and consider and pass for the first time an ordinance approving a request by Advanced Heat Treat to vacate approximately 650 square feet of Sewer and Utility Easement in the “M-1” Light Industrial District located at 2839 Burton Avenue. Roll Call vote-Ayes: Seven. Motion carried.

Schmitt/Simon
to suspend the rules. Roll Call vote-Ayes: Seven. Motion carried.

Schmitt/Simon
to consider and pass for the second and third times and adopt said ordinance. Roll Call vote-Ayes: Seven. Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5831

Amendment to the City of Waterloo Zoning Ordinance No. 5079 to update terms and regulations as they apply to hobby farms, farm animals, tobacco and vape shops, and other changes.

Morrow/Creighton-Smith
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

This being the time and place of the public hearing, the Mayor called for written and oral

comments.

Ed Olthoff, 1225 Downing, commented that he had recently moved to Waterloo and considered raising chickens, so he checked the ordinance and thinks that our ordinance seems extreme for two chickens. He then learned that there was a moratorium on new permits and decided to tune in to a televised Planning and Zoning hearing. After watching the meeting, he said that he thinks there needs to be more transparency before a vote. When he questioned his council person about this, they also were unaware that a hearing would be held on the matter.

Jacob Oltoff, 1332 Knoll Avenue, commented that he knows there are problems with some citizens not following the ordinance, but instead of punishing just those individuals, it seems like the reaction is to just remove permissions from all citizens. He provided a proposal for council to consider that addresses the number of animals, space needed, cleanliness and provisions for permitting similar to dogs and cats as well as fees for violations.

Morrow/Creighton-Smith
to close hearing and receive and file oral comments and recommendations of approval of the Planning, Programming and Zoning Commission. Voice vote-Ayes: Seven. Motion carried.

Aric Schroeder, City Planner, provided an overview of the moratorium for tobacco and vape shops and hobby farms. The committee participation included, in part, Waterloo Schools, Humane Society, Black Hawk County Health. He shared that the majority vote was to issue no new hobby farm permits and grandfather in any existing hobby farms. The ordinance also included a moratorium on issuance of new tobacco licenses that is set to run through May 5, 2026.

Ms. Creighton-Smith asked if Aric Schroeder could review the proposal that was just handed out by Mr. Olthoff to see if what we are doing aligns with what is happening in other areas.

Aric Schroeder stated that he could do that and asked the council members to consider passing the item on the first reading and an update could be provided at the next meeting to decide what action to take at that time.

Mr. Schmitt questioned why tobacco and vape shops and hobby farms are appearing in the same ordinance.

Aric Schroeder explained that though these are separate regulations, they fall under the same ordinance. Each has their own subcommittee that just happened to approve their amendments at the same time.

Mr. Schmitt shared that he would be very supportive of restricting or ending some of the tobacco and vape shops, within legal bounds. He commented that he remembers talking about having hobby farms and chickens within reasonable bounds, which was at the time considered to be a good and healthy thing. He said he agrees with Mr. Olthoff that there was not a lot of publicity on this, so people may not have known it was being discussed, and that it seems like good hobby farmers will potentially be penalized. He will vote yes on the first reading, but not to suspend the rules. He would like to see more publicity for this, so people can provide their input. He clarified that this is purely on hobby farms and not the tobacco and vape shop permits.

Mr. Simon questioned how many legal hobby farms exist in the community currently.

Aric Schroeder shared that there are approximately eight to ten legal hobby farms in the community.

Mr. Simon questioned if the city received additional inquiries to start hobby farms.

Aric Schroeder commented that it can vary, but during the moratorium two individuals reached out about starting hobby farms.

Ms. Berry thanked the citizens for sharing their concerns and shared that she did not even realize there were hobby farms in the city. She commented on the abundance of vape shops and said that some are even in neighborhoods. She questioned if there are ways to know where vape shops would be located.

Aric Schroeder shared that staff did map out the location of establishments with a tobacco license and are currently working on defining a threshold based on the percentage of dedicated retail floor space.

Mr. Morrow clarified that city staff would be able to review the proposal that was provided for hobby farms and come with suggestions or comments by the next reading.

Aric Schroeder confirmed.

The mayor and council members continued to discuss the effects of striking hobby farms from this amendment with the city clerk and city planner.

Schmitt/Creighton-Smith
to strike the references to hobby farms from the amendment as presented. Roll Call vote-Ayes: Three. Nays: Four (Creighton-Smith, Salamanca, Martin, Simon). Motion failed.

Morrow/Creighton-Smith
to receive, file and consider and pass for the first time an ordinance amending the City of Waterloo Zoning Ordinance No. 5079 to update terms and regulations as they apply to hobby farms, farm animals, tobacco and vape shops, and other changes. Roll Call vote-Ayes: Four. Nays: Three. (Schmitt, Morrow, Creighton-Smith). Motion carried.

Morrow/Schmitt
to suspend the rules. Roll Call vote-Ayes: Four. Nays: Three (Schmitt, Morrow, Creighton-Smith). Motion failed.

<u>Sale and conveyance of city-owned property located west of 1425 Hawthorne Avenue, in the amount of $5,000.00, to E & C Investments, LLC, including approval of a Development Agreement for the construction of a single-family home with a $5,000.00 refund of the purchase price and a grant of $5,000.00 for infill housing incentive.</u>

Creighton-Smith/Berry
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

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

Creighton-Smith/Martin
to close hearing. Voice vote-Ayes: Seven. Motion carried.

Creighton-Smith/Martin
Resolution approving the sale and conveyance of city-owned property located west of 1425 Hawthorne Avenue, E&C Investments, in the amount of $5,000.00 and authorizing the Mayor and City Clerk to execute said documents. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and, upon approval by Mayor assigned No. 2026-165.

Mr. Salamanca requested an overview of the refund.

Noel Anderson, Community Planning and Development Director, provided an overview of the Elevate Housing Policy 2.0.

Creighton-Smith/Berry
Resolution approving a Development Agreement with E & C Investments, LLC for the construction of a single-family home with a $5,000.00 refund of the purchase price and a grant of $5,000.00 for infill housing incentive. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-166.

2026-2028 Complaint mowing with complaint snow removal.

Creighton-Smith/Berry
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

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

Creighton-Smithi/Martin
to close the hearing. Voice vote-Ayes: Seven. Motion carried.

Creighton-Smith/Martin
Resolution confirming approval of specifications, bid documents, form of contract, etc., and authorizing to proceed. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-167.

Creighton-Smith/Simon
to receive, file, and instruct the City Clerk to read the bids. Voice vote-Ayes: Seven. Motion carried.

Adams Outdoor Contracting, Inc., Waterloo, IA - 5% - Alt A: $1,549.99 - Alt B: $1,549.99 - Alt C: $58.49 - Alt D: $103.40 - Alt. E: $2,125.00 - Alt F: $1,750.00
P&J Lawn Care, Waterloo, IA - 5% - Alt A: $1,750.00 - Alt B: $1,750.00 - Alt C: $70.00 - Alt D: $110.00 - Alt. E: $2,100.00 - Alt F: $2,100.00
Ethan's Home Maintenance, LLC - Waterloo, IA - 5% - Alt A: $4,250.00 - Alt. B: $3,500.00 - Alt. C: $75.00 - Alt. D: $75.00 - Alt. E: $2,550.00 - Alt F: $2,100.00

Creighton-Smith/Simon
Resolution approving the award of the bid to Adams Outdoor Contracting Inc., Waterloo, Iowa. Option A: $1,549.49, Option B: $1,549.49 per occurrence, Option C: $58.49 per man-hour, and Option D: $103.00 per man-hour, Option F: $1,750.00. Awarding the bid to P & J Lawn Care of Waterloo, Iowa Option E: $2,100.00 per occurrence approving the contracts, bonds, and certificates of insurance, in conjunction with the FY 2026-2028 Complaint Mowing with Complaint Snow Removal Contracts, and authorizing the Mayor and City Clerk to execute said documents. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-168.

FY 2026 Asphalt Overlay Program, Contract No. 1143.

Morrow/Schmitt
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

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

Morrow/Schmitt
to close the hearing. Voice vote-Ayes: Seven. Motion carried.

Morrow/Schmitt
Resolution confirming approval of specifications, bid documents, form of contract, etc., and authorizing to proceed. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-169.

Morrow/Schmitt
to receive, file, and instruct the City Clerk to read the bids. Voice vote-Ayes: Seven. Motion carried.

Engineer's Estimate: $1,900,000.00
Aspro, Inc., Waterloo, IA - 5% - $1,626,527.23

Morrow/Schmitt
Resolution approving award of bid to Aspro, Inc. of Waterloo, Iowa in the amount of $1,626,527.23, approving the contract, bonds, and certificate of insurance, in conjunction with the FY 2026 Asphalt Overlay Program, Contract No. 1143, and authorizing the Mayor and City Clerk to execute said documents. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-170.

FY 2026 800 Block Upton Avenue Sanitary and Water Main Extensions, Contract No. 1147.

Schmitt/Creighton-Smith
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

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

Schmitt/Creighton-Smith
to close the hearing. Voice vote-Ayes: Seven. Motion carried.

Schmitt/Creighton-Smith
Resolution confirming approval of specifications, bid documents, form of contract, etc., and authorizing to proceed. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-171.

Schmitt/Creighton-Smith
to receive, file, and instruct the City Clerk to read the bids. Voice vote-Ayes: Seven. Motion carried.

Engineer's Estimate: $540,000.00
Aspro, Inc., Waterloo, IA - 5% - $359,907.55
Peterson Contractors, Inc., Reinbeck, IA - 5% - $370,005.15
Shift General Contracting, Cedar Rapid, IA - 5% - $434,090.20

Schmitt/Creighton-Smith
Resolution approving award of bid to Aspro, Inc. of Waterloo, Iowa in the amount of $359,907.55, approving the contract, bonds, and certificate of insurance, in conjunction with the FY 2026 800 Block Upton Avenue Sanitary and Water Main Extensions, Contract No. 1147, and authorizing the Mayor and City Clerk to execute said document. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-172.

<u>FY 2026 Parkview Manor and W. 3rd Street Detention Basin, Contract No. 1137.</u>

Creighton-Smith/Martin
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

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

Creighton-Smith/Simon
to close the hearing. Voice vote-Ayes: Seven. Motion carried.

Creighton-Smith/Simon
Resolution confirming approval of specifications, bid documents, form of contract, etc., and authorizing to proceed. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-173.

Creighton-Smith/Simon
to receive, file, and instruct the City Clerk to read the bids and refer to City Engineer for further review. Voice vote-Ayes: Seven. Motion carried.

Engineer’s Estimate $1,850,000.00
Lodge Construction, Clarksville, IA, 5%, $1,580,420.28
Peterson Contractors, Inc., Reinbeck, IA, 5%, $1,607,197.68
Pirc-Tobin, Alburnett, IA, 5%, $1,832,771.05

Shift General Contracting, Cedar Rapids, IA, 5%, $1,879,698.61

Levee Rip Rap Spraying, Contract No. 1150.

Morrow/Schmitt
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

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

Morrow/Schmitt
to close hearing. Voice vote-Ayes: Seven. Motion carried.

Morrow/Schmitt
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-174.

Morrow/Schmitt
to receive, file and instruct City Clerk to read bids. Voice vote-Ayes: Seven. Motion carried.

Engineer's Estimate: $59,598.00
Landmark Turf Services, LLC, Dunkerton, IA - 5% - $57,078.00

Morrow/Schmitt
Resolution approving award of bid to Landmark Turf Services, LLC., of Dunkerton, Iowa, in the amount of $57,078.00, approving the contract, bond and certificate of insurance, in conjunction with the Levee Rip Rap Spraying, Contract No. 1150, and authorizing the Mayor and City Clerk to execute said document. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No.2026-175.

RESOLUTIONS

Resolution approving an agreement with the Waterloo Water Works for water main replacements in conjunction with FY 2026 Upton Avenue Sanitary and Water Main Extensions, Contract No. 1147, and authorizing the Mayor and City Clerk to execute said document.

Simon/Martin
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-176.

Resolution approving an agreement with Pro-West & Associates, in an amount not to exceed $948.89, to provide custom programming of the sidewalk inspection software, and authorizing the Mayor to execute said document.

Simon/Martin
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-177.

Resolution approving construction plans for private sanitary sewer serving the Hawkeye Community College Sustainability Center, as submitted by Robinson Engineering Co., Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents.

Simon/Martin
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-178.

Resolution approving a Professional Services Agreement with AECOM of Waterloo, Iowa, in the amount of $680,000.00, in conjunction with the US Highway 63 Lift Station, Force Main, and Sanitary Sewer Improvements, Phase II Project, and authorizing the Mayor to execute said document.

Morrow/Berry
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-179.

Resolution approving a Professional Services Agreement with Entrust of Lisle, Illinois, in the amount of $1,810.00, in conjunction with the Fiber Backbone Project, and authorizing the Mayor to execute said document.

Morrow/Berry
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-180.

Resolution approving a Development and Minimum Assessment Agreement with Advanced Heat Treat Company for the construction of a 18,000-square-foot addition with a minimum assessed value of $3,653,260.00 at 2851 Burton Avenue, in the East Waterloo Unified TIF District, including a rebate schedule of year one at sixty-five percent, year two at sixty percent, and years three through seven at fifty percent, and authorizing the Mayor and City Clerk to execute said documents.

Morrow/Berry
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-181.

Resolution approving a Permanent Sanitary Sewer Easement Agreement in the amount of $11,846.00, with Donaldson Company, Inc., successor by merger to EPCI Acquisition Corp., located at 2940 Airport Boulevard, in conjunction with the Waterloo Air and Rail Park Utility Improvements Project, and authorizing the Mayor to execute said document.

Berry/Creighton-Smith
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-182.

Resolution approving two Permanent Sanitary Sewer Easement Agreements in the total amount of $19,065.00, with No Steps, LLC, located at 2834 West Airline Highway, in conjunction with the Waterloo Air and Rail Park Utility Improvements Project, and authorizing the Mayor and City Clerk to execute said documents.

Berry/Creighton-Smith
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-183.

Resolution accepting and approving an Acquisition Contract and a Deed to Convey Real Property to the City of Waterloo, for a Partial Right-of-Way Acquisition Contract in the amount of $6,723.00, and a Temporary Easement Agreement in the amount of $1,450.00, for a total compensation amount of $8,173.00, with Lederman Bros. Prop. Mgmt. Co., LLC for the property located at 1801-1807 La Porte Road, in conjunction with the La Porte Road Phase III Reconstruction Project, and authorizing the Mayor and City Clerk to execute said documents.

Berry/Creighton-Smith
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-184.

Resolution authorizing sponsorship of the Business Incentives for Growth Application with the Iowa Economic Development Authority, for Advanced Heat Treat, for sale tax exemption for their new business expansion located at 2851 Burton Avenue, and authorizing the Community Planning and Development Director to execute said application.

Martin/Simon
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-185.

David Dryer, 3145 W. 4th Street, questioned the total amount of funding and rebates that are being provided to this business.

Noel Anderson, Community Planning and Development Director, provided an overview of the funding streams for the item.

Resolution approving a Temporary Easement Agreement in the amount of $246.00 with Elizabeth A. Curran, located at 1432 Ingersoll Road, in conjunction with the Katoski Drive/Huntington Road reconstruction project, and authorizing the Mayor and City Clerk to execute said document.

Martin/Simon
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-186.

Resolution approving an Amendment to a Temporary Access Easement Agreement with McDonald's USA, LLC, located at and adjacent to 2222 Logan Avenue, and authorizing the Mayor and City Clerk to execute said document.

Martin/Simon
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-187.

Resolution accepting and approving an Acquisition Contract and a Deed to Convey Real Property to the City of Waterloo, for a Partial Right-of-Way Acquisition Contract in the amount of $4,558.00, and a Temporary Easement Agreement in the amount of $2,594.00, for a total compensation amount of $7,152.00, with Pryor Enterprises, LC for the property located at 1955 La Porte Road, in conjunction with the La Porte Road Phase III Reconstruction Project, and

authorizing the Mayor and City Clerk to execute said documents.

Martin/Simon
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-188.

Resolution approving a Development Agreement with 5 Bees LLC, for the construction of a 10,000-square-foot building at 179 W. 18th Street and 2014 Black Hawk Street, including a $310,000.00 acquisition grant and up to $40,000.00 demolition grant, and authorizing the Mayor and City Clerk to execute said documents.

Schmitt/Berry
Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-189.

Forest Dillavou, 1725 Huntington Road, commented that when the city is buying those two properties and tearing them down, we are taking away from the general fund because they are in the TIF district. It is another rip-off of taxpayers and some reconsideration needs to be given to the item.

John Brundrett, 121 Goldcrest Court and Developer for the project, shared that with this Development Agreement they are doing things differently, and they will pay full property taxes from day one and that the incentive that is being offered is in return for no tax abatement. He said that both buildings would be torn down and shared that one of the properties had a murder back in 2014, and a firebombing in the other building in 2019. He further shared that he met with Mr. Salamanca Arroyo and Mr. Schmitt and said that this property would pay six times the property taxes this year than the current property did and that is in the first year.

David Dryer, 3145 W. 4th Street, questioned if the taxes are going into the TIF or to the general fund.

Noel Anderson, Community Planning and Development Director, shared that there is a combined valuation of the existing property of about $214,000.00 and commented that the majority of the taxes would go into the TIF and the rest into the debt service levy.

Mayor Boesen requested an update of the valuation of this property.

Noel Anderson said the new minimum assessed value will be $850,000.00.

Mr. Morrow requested additional information on both short and long-term benefits to the city.

Noel Anderson provided an overview of the item.

Mr. Salamanca questioned the zoning of the property.

Noel Anderson shared that the property is zoned industrial.

Mr. Simon thanked the developer and Noel Anderson for the innovative Development Agreement.

Ms. Creighton-Smith commented that this area is both vital and visible.

Mr. Morrow clarified that each Development Agreement is formulated for the situation.

Noel Anderson confirmed.

Mayor Boesen commented that Mr. Brundrett has a proven track record in this area and noted that this is a ten to eleven year payback to get it online and get one hundred percent of the taxes back.

Noel Anderson confirmed.

Mr. Salamanca questioned what policies are in place to prevent code violations if an employee makes a deal with a contractor.

Noel Anderson shared that they have to set up the LLC in a different way to meet state code provisions.

Resolution approving Amendment No. 3 to a Professional Services Agreement with INVISION Architecture, for an increase of $380,000.00 for the renovation of 100 E. 4th Street for the new Waterloo City Hall, and authorizing the Mayor to execute said document.

Salamanca/Martin
Roll Call vote-Ayes: Three. Nays: Four (Schmitt, Morrow, Salamanca, Simon). Motion failed. Resolution No. 2026-190.

LaTonya Graves, 607 E. Donald Street, questioned if the council has done their due diligence on the project to determine what the rebuild would cost versus a remodel.

Beverly Cosby, 315 Wendell Ct., commented that 620 Mulberry Street is a fire hazard waiting to happen and knows because she worked there for 15 years. The building is over 100 years old and when they moved people into the facility there were limitations on what they could do to upgrade the site. She shared that all the offices have one outlet with a power strip and that the building's heat cannot regulated.

David Dryer, 3145 W. 4th Street, questioned the amount of engineering fees to date, how much the project will cost, and when the city will move into the new site.

Aaron Stacey Roberts, 411 Almond, questioned the amount of rent the city would pay on this building.

Forest Dillavou, 1725 Huntington Road, commented that we hired INVISION Architecture to see if we could make the new building work. They said we could, but now we are finding out that without major reconstruction it won't work. He further commented that we should not reward them with more money when they should have known what it takes to house a police department, and said that we need a different architect moving forward.

Noel Anderson, Community Planning and Development Director, provided a response to the various comments and questions asked during public comments.

Kate Payne, INVISION Architecture, shared that their fees were based on the original scope

that was defined and as the scope changed, the fees were revised.

Mr. Martin commented that he had a chance to meet with INVISION and walked through the building, and said that he was satisfied. He knows how bad the current City Hall and Carnegie Annex are, and said a change is needed.

Wayne Natham, 548 Cloverdale, commented that the architect will tell you that you need things in order to make more money.

Mr. Martin commented that moving will save us on utilities and maintenance, and that we have already signed an agreement with Mr. Blackwell, and now he owns this building, so we have to make it work.

Ms. Creighton-Smith commented that the council needs to move forward so that we can continue to work on this. This is something that we have to do, and she is in favor of moving forward.

Mr. Salamanca read from specific sections of the state and municipal code and commented that INVISION started work prior to the council's approval, which is a violation of the code, and he wants to know how that happened. He asked if staff or INVISION could confirm if any written authorization existed directing INVISION to proceed with work prior to council approval.

Greg Alhelm, Building Official, commented that he was not aware that they had begun work prior to council approval.

Kate Payne commented that they entered into the original agreement with the city after presenting a proposal to both Greg Ahlhelm and Noel Anderson. She said that they were told to proceed. She shared that this amendment was presented in November 2025, and had been asking that it be signed and returned and whether they should continue the work. She stated that they were given the authority to continue working by Mayor Hart.

Ms. Creighton-Smith clarified that this amendment is for the design.

Mr. Simon agreed with Mr. Salamanca and wants to understand how we got to the point that work continued without council approval so we can make sure it does not happen again.

Martin Petersen, City Attorney, read pertinent portions of the main agreement which was signed on January 20, 2025. The council members discussed the interpretation of the agreement with Martin Petersen, who explained that there are numerous legal theories and contract law that would address this issue. He stated it is clear that the firm was directed to move forward by a representative of the city, though it is complicated by the procedures outlined in the code that were not followed.

Mayor Boesen shared his disappointment that, back in October, the previous mayor gave approval to move forward and, in good faith, the architect sent the document to the city with those changes dated November 18, 2025. There were three council meetings before January 2026, to put those changes onto the agenda. For whatever reason, it was not, and it was not INVISION's fault. He said he personally feels we owe INVISION the money, but it is up to this council to decide.

ORDINANCES

Request by C&S Properties to rezone approximately 0.49 acres from “R-4” Multiple Residence District to “C-2” Commercial District located at 911 South Street and 519 W. 7th Street.

Creighton-Smith/Simon
to receive, file, consider, and pass for the second 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, by approving a request by C&S Properties to rezone approximately 0.49 acres from “R-4” Multiple Residence District to “C-2” Commercial District located at 911 South Street and 519 W. 7th Street. Roll Call vote-Ayes: Five. Nays: Two (Creighton-Smith, Salamanca). Motion carried.

Creighton-Smith/Simon
to suspend the rules. Roll Call vote-Ayes: Five. Nays: Two (Creighton-Smith, Salamanca). Motion failed.

PUBLIC COMMENTS

The following individuals commented on various subjects.

Lori Eberhard, Main Street Waterloo Board, 512 Mulberry St., Renae Carson, 1108 Vine, Odell Sallis, Dellaton Asset Acquisition and 1542 Flammang Dr., Cassandra Creighton, East side of Waterloo, Aaron Stacey Roberts, 411 Almond, Maralyn Fagan,1146 Ackermant, Beverly Cosby, 315 Wendell Ct., LaTonya Graves, 607 E. Donald St.

Ms. Berry commented that she appreciates the public comments shared tonight.

Mr. Martin asked that every council member look at the Community Vision Plan and then read aloud numbers 1, 6 and 8.

Ms. Creighton-Smith commented that the council needs to be very conscientious about perception and shared her concern about companies who may want to bring their businesses to Waterloo and may be watch the discord that we are seeing now.

Mr. Simon commented that having different opinions is not showing disrespect. He shared that he agrees with many comments made tonight, and he is committed to working together to move Waterloo forward.

Mr. Salamanca shared that as a city councilperson it is his sworn duty to ensure that he is accountable to the taxpayers and individuals that voted for him and that includes following proper procedures and the municipal code. He encouraged people to reach out, even those that disagree with his opinion, and that he would always respond. He then provided times and locations for his upcoming Coffee Hour and Ward 5 meeting.

Mr. Morrow commented that he researches every item that requires a decision. He also asked people to reach out to him, and he would share their concerns with the full council.

Mayor Boesen thanked Chief Duncan and the men and women of our police department as

they faced a very difficult weekend both Saturday and Sunday. They did their job and handled it with professionalism.

Simon/Creighton-Smith
to close public comments. Voice vote-Ayes: Seven. Motion carried.

ADJOURNMENT

Simon/Creighton-Smith
that the council adjourn at 8:20 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
Kelley Felchle
City Clerk

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving the request of Kyle Niemann for a waiver for a concrete driveway, located at 3937 W. Airline Hwy, with the elimination of the sidewalk section due to inability to meet grade requirements.

## RECOMMENDED COUNCIL ACTION

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

Attached is a request for construction of a concrete driveway with the elimination of the sidewalk section due to the inability to meet requirements of the driveway at 3937 W. Airline Hwy.

I have reviewed this request and recommend its approval subject to the following provisions:

1. Work to be performed by an approved and bonded contractor.
2. A permit is to be obtained from the office of the City Engineer prior to construction.
3. All work shall be performed under the supervision of the City Engineer at no cost to the City of Waterloo.

$12.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.

## NEIGHBORHOOD IMPACT

This is a waiver of the City's Standard Specifications for Driveway Construction. It requires Council approval so that it can be recorded to the property, so that the waiver requirements run with the property ownership.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

Lot 9 and the Westerly 20 feet of Lot 8 in Deer Run Subdivision, in the City of Waterloo, Iowa.

## ATTACHMENTS

1. DW Waiver_3937 W Airline Hwy

# WAIVER

**Date:** 03/30/2026

**Honorable Mayor and City Council**
**City Hall**
**Waterloo, IA 50703**

**Council Persons:**

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

3937 W Airline Hwy.
(Address)

**This waiver is needed because of:**

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

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

_____ elimination of the sidewalk section for asphalt driveways.

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

_____ Other: _____

**I agree to the following:**

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

**Attached herewith is a payment in the amount of twelve dollars ($12.00) for the purpose of recording this agreement.**

**Respectfully submitted,**

Kyle Niemann
**Printed Name of Property Owner**

Kyle Niemann
**Signature of Property Owner**

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Steven Kjergaard, Director of Aviation
Airport Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as May 14, 2026, and date of public hearing as May 18, 2026, in conjunction with the Runway 18/36 Rehabilitation Outside the Runway 12/30 Safety Area, FAA AIP Project No. 3-19-0094-060, and instruct the City Clerk to publish notice.

## RECOMMENDED COUNCIL ACTION

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

FAA AIP Grant: 90%
Airport/PFC Revenue: 10%

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

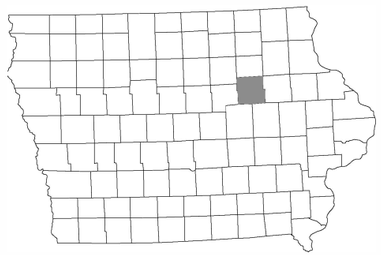
## ATTACHMENTS

1. ALO Rwy 18-36 Outside RSA - FAA AIP 3-10-0094-060-2026 Plans - 3-30-2026
2. ALO Rwy 18-36 Outside RSA - FAA AIP 3-10-0094-060-2026 Final Specifications - 3.30.26
3. Notice to Bidders - Rwy 18-36 Outside RSA-Wloo ALO
4. Notice of Public Hearing - Rwy 18-36 Outside RSA-Wloo ALO

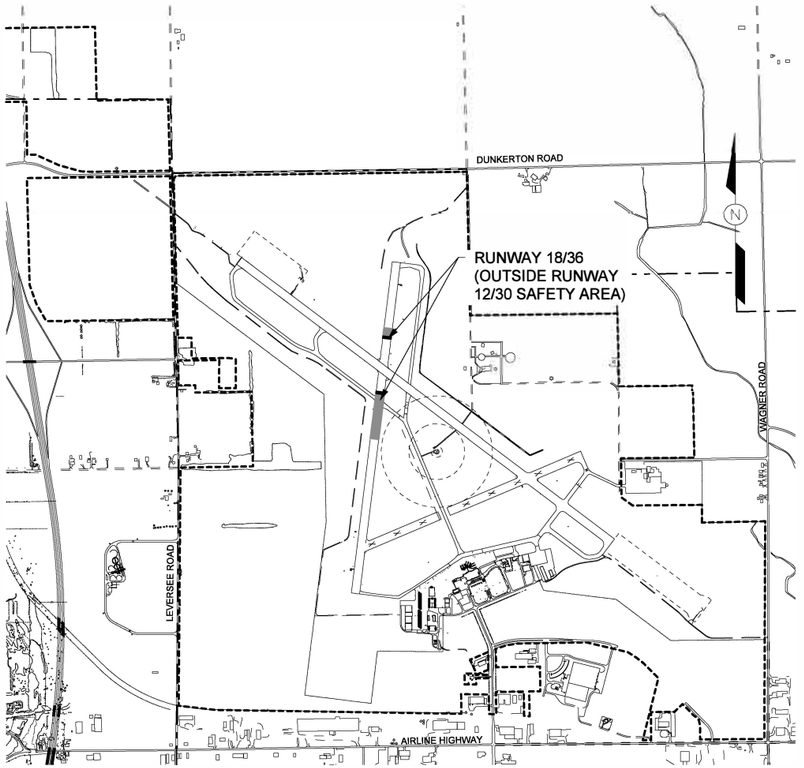
# RUNWAY 18/36 REHABILITATION
# OUTSIDE RUNWAY 12-30 SAFETY AREA

WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

CITY OF WATERLOO, IOWA (OWNER)
FAA AIP NO. 3-19-0094-060-2026



LOCATION MAP
BLACK HAWK COUNTY




VICINITY MAP
NOT TO SCALE

AECOM
501 SYCAMORE STREET, SUITE 222
WATERLOO, IOWA 50703
(319)232-6531

AECOM
500 S.W. 7TH STREET, SUITE 301
DES MOINES, IOWA 50309-4506
(515)323-7910

AECOM

| DESIGN CRITERIA |
| --- |
| RUNWAY 18/36 REHABILITATION IMPROVEMENTS ARE DESIGNED UTILIZING AIRCRAFT APPROACH CATEGORY C AND AIRPLANE DESIGN GROUP III. RUNWAY 12/30 REHABILITATION IMPROVEMENTS ARE DESIGNED UTILIZING AIRCRAFT APPROACH CATEGORY D AND AIRPLANE DESIGN GROUP III. |

ALO
WATERLOO
REGIONAL AIRPORT

APPROVED
Steven Kjergaard
DIRECTOR OF AVIATION, WATERLOO REGIONAL AIRPORT

LICENSED PROFESSIONAL ENGINEER
DAVID B. HUGHES
13037
IOWA

I hereby certify that this Engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

D B Hughes 3/30/2026
DAVID B. HUGHES Date
License number 13037
My license renewal date is December 31, 2027
Pages or sheets covered by this seal:
All sheets

| SHEET NO. | SHEET NAME |
|---|---|
| G-001 | TITLE SHEET |
| G-002 | INDEX OF SHEETS AND QUANTITIES |
| G-003 | GENERAL NOTES AND LEGEND |
| G-100 | CONSTRUCTION SAFETY AND OPERATIONS PLAN |
| G-101 | PHASING PLAN - PHASE 1 & 3 OVERALL |
| G-102 | PHASING PLAN - PHASE 2 OVERALL |
| G-103 | PHASING PLAN - PHASE 4 OVERALL |
| G-104 | SAFETY AND PHASING DETAILS |
| G-300 | PROJECT BASELINES, STATIONING, AND SURVEY CONTROL POINTS |
| C-001 | EXISTING TYPICAL SECTIONS |
| C-002 | PROPOSED TYPICAL SECTIONS |
| CD100 | EXISTING CONDITIONS AND DEMOLITION PLAN |
| CD101 | EXISTING CONDITIONS AND DEMOLITION PLAN |
| CS100 | GEOMETRIC PLAN |
| CS101 | GEOMETRIC PLAN |
| CO100 | PROPOSED MILLING PLAN |
| CO101 | PROPOSED MILLING PLAN |
| CO102 | PROPOSED MILLING PLAN |
| CO500 | PAVEMENT REPAIR DETAILS |
| CS200 | PLAN AND PROFILE - STA. 48+05 TO 56+63 |
| CS201 | EDGE PROFILES - STA. 48+05 TO 56+63 |
| CS202 | PLAN AND PROFILE - STA. 66+05 TO 68+03 |
| CS203 | EDGE PROFILES - STA. 66+05 TO 68+03 |
| CG100 | GRADING AND DRAINAGE PLAN |
| CG101 | GRADING AND DRAINAGE PLAN |
| CP100 | JOINTING PLAN |
| CP101 | JOINTING PLAN |
| CP102 | JOINTING PLAN |
| CP200 | SUPPLEMENTAL ELEVATIONS |
| CP201 | SUPPLEMENTAL ELEVATIONS |
| CP202 | SUPPLEMENTAL ELEVATIONS |
| CP500 | JOINTING DETAILS |
| CR100 | GROOVING PLAN |
| CR101 | GROOVING PLAN AND DETAILS |
| CT101 | MARKING PLAN |
| CT102 | MARKING PLAN |
| CT103 | MARKING PLAN |
| CT104 | MARKING PLAN |
| CT105 | MARKING PLAN |
| CT500 | MARKING DETAILS |
| CS301 | CROSS SECTIONS |
| CS302 | CROSS SECTIONS |
| CS303 | CROSS SECTIONS |
| CS304 | CROSS SECTIONS |
| CS305 | CROSS SECTIONS |
| CS306 | CROSS SECTIONS |
| CS307 | CROSS SECTIONS |
| CS308 | CROSS SECTIONS |
| CS309 | CROSS SECTIONS |
| CS310 | CROSS SECTIONS |
| CS311 | CROSS SECTIONS |
| CS312 | CROSS SECTIONS |
| CS313 | CROSS SECTIONS |

| ITEM NO. | SPEC. NO. | DESCRIPTION | UNIT | PLAN QUANTITY | FINAL QUANTITY |
|---|---|---|---|---|---|
| 1 | C-105 | MOBILIZATION AND DEMOBILIZATION | LS | 1 | |
| 2 | GP 50-06 | CONSTRUCTION SURVEY | LS | 1 | |
| 3 | C-105 | BARRICADES | LS | 1 | |
| 4 | P-101 | CRACK REPAIR | SYD | 200 | |
| 5 | P-101 | COLD PROFILE MILLING (2 INCH) | SYD | 400 | |
| 6 | P-101 | COLD PROFILE MILLING (3.5 - 4.5 INCH) | SYD | 670 | |
| 7 | P-101 | COLD PROFILE MILLING (4.5 - 5.5 INCH) | SYD | 3,250 | |
| 8 | P-101 | COLD PROFILE MILLING (5.5 - 6.5 INCH) | SYD | 3,100 | |
| 9 | P-101 | COLD PROFILE MILLING (6.5 - 7.5 INCH) | SYD | 3,000 | |
| 10 | P-101 | COLD PROFILE MILLING (7.5 - 8.5 INCH) | SYD | 4,500 | |
| 11 | P-101 | COLD PROFILE MILLING (8.5 - 10.5 INCH) | SYD | 3,000 | |
| 12 | P-401 | ASPHALT TRANSITION | TONS | 560 | |
| 13 | P-401 | ASPHALT LEVELING COURSE | TONS | 1,000 | |
| 14 | P-501 | 7.5 INCH WHITETOP | SYD | 16,500 | |
| 15 | P-603 | EMULSIFIED ASPHALT TACK COAT | GAL | 2,300 | |
| 16 | P-605 | CRACK SEALING FILLER | LFT | 2,000 | |
| 17 | P-620 | AIRFIELD MARKING (YELLOW-REFLECTIVE-WATERBORNE) | SFT | 1,900 | |
| 18 | P-620 | AIRFIELD MARKING (WHITE-REFLECTIVE-WATERBORNE) | SFT | 50,800 | |
| 19 | P-620 | AIRFIELD MARKING (BLACK-NON-REFLECTIVE-WATERBORNE) | SFT | 11,700 | |
| 20 | P-620 | REFLECTIVE MEDIA (TYPE I, GRADATION A) | LBS | 3,350 | |
| 21 | P-621 | GROOVING | SYD | 14,300 | |
| 22 | T-901 | SEEDING | AC | 1 | |
| 23 | T-905 | TOPSOILING (FURNISHED FROM OFF THE SITE) | CY | 50 | |
| 24 | T-908 | MULCHING, HYDRO-APPLIED | AC | 1 | |

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

DRN NOB
DES NOB
CHK DBH
APP DBH

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# INDEX OF SHEETS AND QUANTITIES

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. G-002
DRAWING NO. -

$USER$
$DATE$
$DOC#$

## GENERAL CONSTRUCTION PHASING NOTES

1. THE CONTRACTOR SHALL PHASE ALL WORK IN ACCORDANCE WITH THE SAFETY AND OPERATIONS PLAN, PHASING PLANS, AND PHASING NOTES.
2. EACH CONSTRUCTION PHASE WILL REQUIRE THE CONTRACTOR TO CLOSE VARIOUS PORTIONS OF RUNWAYS AND TAXIWAYS. UNDER THE ITEM OF MOBILIZATION, THE CONTRACTOR SHALL FURNISH, PLACE, AND MAINTAIN AIRFIELD TRAFFIC CONTROL AND CLOSED RUNWAY MARKERS AS SHOWN ON THE PHASING PLANS AT THE LOCATIONS SHOWN.
3. THE CONTRACTOR SHALL GIVE THE AIRPORT A MINIMUM OF 72 HOURS NOTICE OF A REQUEST TO CLOSE A TAXIWAY OR RUNWAY. ONCE PLACED, NO BARRICADES SHALL BE REMOVED WITHOUT APPROVAL OF THE AIRPORT.
4. THE CONTRACTOR SHALL CONSTRUCT AND MAINTAIN HIS OWN HAUL ROUTES AS NECESSARY TO COMPLETE HIS WORK. THE CONTRACTOR SHALL MAINTAIN HAUL ROUTES IN A DUST-FREE CONDITION AT ALL TIMES.
5. THE CONTRACTOR SHALL MAINTAIN ALL AIRFIELD AND ROADWAY PAVEMENT SURFACES THAT ARE USED BY CONSTRUCTION TRAFFIC IN OPERABLE CONDITION. ANY AIRFIELD PAVEMENT DAMAGED BY CONTRACTOR'S EQUIPMENT SHALL BE REPLACED IMMEDIATELY. ANY ROADWAY PAVEMENT, UNPAVED ROADWAYS OR PAVEMENT MARKINGS DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER.

## GENERAL COORDINATION

1. THE PROJECT REPRESENTATIVE, UNDER THE AUTHORITY OF THE ENGINEER, WILL ACT AS THE OWNER'S REPRESENTATIVE FOR THE PROJECT.
2. THE CONTRACTOR SHALL HAVE A GENERAL SUPERVISOR ON THE JOB AT ALL TIMES.
3. SECURITY CLEARANCE FOR THE CONTRACTOR'S SUPERVISORY EMPLOYEES SHALL BE OBTAINED THROUGH THE AIRPORT OFFICE IN ACCORDANCE WITH THE SPECIAL PROVISIONS OF THE BID DOCUMENTS. THE BADGES SHALL BE RETURNED AT PROJECT COMPLETION.
4. ALL EQUIPMENT AND VEHICLES SHALL BE MARKED WITH ROTATING YELLOW BEACONS OR 3' BY 3' ORANGE AND WHITE FLAGS IN ACCORDANCE WITH FAA AC 150/5370-2G (ADVISORY CIRCULAR CONTAINED IN SPECIFICATIONS).
5. CONSTRUCTION ACTIVITIES SHALL COMPLY WITH ALL APPLICABLE LOCAL, OSHA, AND FAA SAFETY GUIDELINES. AS A MINIMUM, THE CONTRACTOR SHALL FOLLOW THE FAA AC 150/5370-2.
6. CHANGES TO THE APPROVED CONSTRUCTION SCHEDULE WILL NOT BE ALLOWED UNLESS APPROVED BY THE AIRPORT AND THE ENGINEER. A CONSTRUCTION SCHEDULE, WITH PROJECT SEQUENCING AND COORDINATION TIMETABLES FOR CONSTRUCTION ADJACENT TO OR WITHIN AIRCRAFT OPERATION AREAS, MUST BE APPROVED BEFORE ANY WORK COMMENCES.
7. THE AIRPORT WILL DESIGNATE A REPRESENTATIVE WHO WILL ISSUE ALL NOTICES TO AIRMEN (NOTAMs) WITH THE FAA. THE CONTRACTOR SHALL COORDINATE THROUGH THE PROJECT REPRESENTATIVE.
8. AT A TIME AND DAY TO BE DETERMINED AT THE PRECONSTRUCTION CONFERENCE, WEEKLY MEETINGS SHALL BE HELD INVOLVING THE CONTRACTOR'S SUPERINTENDENT, THE ENGINEER, AND THE OWNER TO DISCUSS PAST WEEK'S PROGRESS AND EXPECTED SCHEDULE OF WORK FOR UPCOMING WEEK.

## GENERAL NOTES

1. THE INFORMATION CONCERNING UNDERGROUND UTILITIES WAS COMPLETED FROM INFORMATION AND SKETCHES FURNISHED BY OR OBTAINED FROM UTILITY COMPANIES, THE OWNER, THE FAA, OR THE NATIONAL WEATHER SERVICE. THE OWNER AND THE ENGINEER DO NOT GUARANTEE THEIR ACCURACY. THE CONTRACTOR IS ADVISED TO DETERMINE THE EXACT LOCATIONS FROM THE AVAILABLE SOURCES OF INFORMATION OR PROVIDE HIS OWN MEANS OF DETECTION. THE ONLY CASE IN WHICH THE ENGINEER WILL CONSIDER REDESIGN OR RELOCATION OF A PROPOSED FACILITY IN THE PROJECT IS WHEN AN EXISTING UTILITY IS LOCATED WITHIN THE LIMIT OF TWO VERTICAL LINES LOCATED ON THE EXTERIOR OF THE PROPOSED PIPE OR FACILITY. IN THIS CASE, THE ENGINEER WILL TRY TO HAVE THE UTILITY RELOCATED. IF SUCH A RELOCATION IS IMPOSSIBLE, HE WILL CONSIDER REDESIGN OR RELOCATION OF THE PROPOSED FACILITIES. IN BOTH CASES, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNDERGROUND UTILITIES AND SHALL NOT BE SEPARATELY COMPENSATED FOR DELAYS OR EXTRA COST.
2. CONTRACTOR SHALL NOTIFY AIRPORT PERSONNEL, UTILITY COMPANIES, AND FAA PERSONNEL BEFORE EXCAVATING IN ANY AREA.
3. CONTRACTOR SHALL COMPLY WITH ALL AIRPORT SECURITY REGULATIONS THAT MAY BE ESTABLISHED TO PROTECT AIRPORT OPERATIONS.
4. THE SAFETY OF THE AIRPORT PATRONS AND PERSONNEL, AS WELL AS THE CONTRACTOR'S PERSONNEL, IS PARAMOUNT THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL FOLLOW THE SAFETY GUIDELINES PRESENTED IN THE FAA AC NO. 150/5370-2G. "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION."
5. EQUIPMENT LEFT IN THE CONSTRUCTION AREA SHALL BE LOCATED OUTSIDE OF THE SAFETY AREAS FOR ADJACENT RUNWAY AND TAXIWAYS AND THE MAXIMUM EQUIPMENT HEIGHT SHALL BE 35'.
6. STOCKPILES AND MOUNDS IN THE CONSTRUCTION AREA GREATER THAN TEN FEET IN HEIGHT SHALL BE APPROVED BY THE ENGINEER AND THE OWNER PRIOR TO PLACEMENT.
7. THE CONTRACTOR WILL BE REQUIRED TO UTILIZE THE DESIGNATED ACCESS ROUTES FOR EACH OF THE PROJECT PHASES. MOVEMENT BETWEEN THE CONSTRUCTION ZONES, OTHER THAN BY THE ACCESS ROUTES, WILL NOT BE PERMITTED.
8. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
9. ALL AIRFIELD GUIDANCE SIGNS, RUNWAY OR TAXIWAY EDGE LIGHTS, NAVAIDS, OR CABLES DAMAGED SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR UNLESS OTHERWISE NOTED.
10. THE CONTRACTOR SHALL SEED ALL UNPAVED AREAS THAT ARE DISTURBED. THE SEEDING UNDER THIS CONTRACT SHALL BE COMPLETED WITHIN THE SEEDING SEASON AS SPECIFIED.

## AIRPORT'S RESPONSIBILITIES

1. FOLLOW ALL PERTINENT CRITERIA SET FORTH UNDER GENERAL COORDINATION.
2. COORDINATE WITH THE FAA ALL OPERATIONAL CONDITIONS REQUIRED BY THE PROJECT AND ISSUE ALL NOTAMS.
3. PROVIDE TWO (2) LIGHTED CLOSED RUNWAY MARKERS FOR USE BY CONTRACTOR.

## LEGEND

- 750 -CONTOUR LINE (EXISTING)
- 750 -CONTOUR LINE (.1' PROPOSED)
- 750 -CONTOUR LINE (.5' PROPOSED)
- -CATCH BASIN (EXISTING)
- 4 -DUCT BANK (EXISTING)
- -ELECTRIC CABLE (EXISTING)
- -ELECTRIC CABLE (PROPOSED)
- -ELECTRIC HANDHOLE (EXISTING)
- -ELECTRIC HANDHOLE (PROPOSED)
- -TAXIWAY LIGHT (PROPOSED)
- -ELECTRIC MANHOLE (EXISTING)
- -GRADING LIMITS
- -PAVEMENT EDGE (EXISTING)
- -PAVEMENT EDGE (PROPOSED)
- -SIGN (EXISTING)
- -SIGN (PROPOSED)
- -STORM SEWER MANHOLE (EXISTING)
- -STORM SEWER (EXISTING)
- -SUBDRAIN (EXISTING)
- -SUBDRAIN (PROPOSED)
- -RUNWAY LIGHT (EXISTING)
- -TAXIWAY LIGHT (EXISTING)
- -GROUND ROD (PROPOSED)
- -COUNTERPOISE (EXISTING)
- -COUNTERPOISE (PROPOSED)

811 Know what's below. Call before you dig.

## CONTRACTOR'S RESPONSIBILITY

1. FOLLOW ALL PERTINENT CRITERIA SET FORTH IN THE GENERAL COORDINATION SECTION ALONG WITH ALL REQUIREMENTS NOTED IN THE CONTRACT DOCUMENTS.
2. ATTEND THE PRECONSTRUCTION CONFERENCE. INCLUDE CONSTRUCTION SUPERINTENDENT AND SUBCONTRACTORS' REPRESENTATIVES IN THE PRECONSTRUCTION CONFERENCE.
3. NOTIFY AIRPORT AND ENGINEER AT LEAST SEVEN (7) CALENDAR DAYS IN ADVANCE OF MOBILIZING TO THE PROJECT STAGING AREA.
4. OBTAIN ALL NECESSARY PERMITS AND APPROVALS, INCLUDING AIRPORT'S CONSTRUCTION PERMIT, REQUIRED FOR THE PROJECT.
5. CONTACT AND COORDINATE WITH ALL UTILITIES AFFECTED BY THE CONSTRUCTION. TAKE ALL NECESSARY PRECAUTIONS TO VERIFY LOCATION OF AND PROTECT ALL EXISTING UTILITIES.
6. ALL ACTIONS OF THE CONTRACTOR'S EMPLOYEES, SUBS, AND SUPPLIERS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ALL EMPLOYEES, SUBS, AND SUPPLIERS MUST BE EDUCATED REGARDING RELATED WORK AND THE SAFETY REQUIREMENTS OF THE AIRCRAFT ACTIVE AREA AND PUBLIC SAFETY ADJACENT TO THE CONSTRUCTION AREA.
7. CONFINE ALL CONSTRUCTION PERSONNEL TO WITHIN THE CONSTRUCTION LIMITS.
8. APPROPRIATELY MARK OR LIGHT ALL EQUIPMENT TO BE OPERATED OUTSIDE THE STAGING AREA IN ACCORDANCE WITH FAA AC 150/5370-2.
9. OBSERVE AND/OR FOLLOW ALL SAFETY-RELATED INSTRUCTIONS BY ANY FAA AND AIRPORT PERSONNEL AT ALL TIMES.
10. PROJECT ACCESS, STAGING AREA, WASTE AREA, STOCKPILE AREA, AND ALL HAUL ROADS SHALL BE RESTORED TO ORIGINAL CONDITION INCLUDING TOPSOIL AND SEEDING AT JOB COMPLETION AT NO ADDITIONAL COST TO AIRPORT.
11. PLACE ALL BARRICADES AND TEMPORARY MARKINGS AT LOCATIONS AS DIRECTED BY THE ENGINEER OR AIRPORT. EXACT LOCATIONS WILL VARY DEPENDING ON AIRCRAFT OPERATIONS, CONSTRUCTION SCHEDULE, AND CONSTRUCTION OPERATIONS.
12. SUPPLY ALL BARRICADES AND TEMPORARY MARKERS NECESSARY FOR PROJECT.
13. MARK AND LIGHT ALL OPEN TRENCHES IN ACCORDANCE WITH FAA AC 150/5370-2.
14. CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGE ON ACCESS ROADS CAUSED BY CONTRACTOR'S CONSTRUCTION ACTIVITIES THROUGHOUT THE PROJECT TIME FRAME.
15. INSTALL AND MAINTAIN TAXIWAY AND RUNWAY CLOSED MARKING AND CONSTRUCTION BARRICADES.
16. PROVIDE 24 HOUR/7 DAY CONTACT INFORMATION FOR A REPRESENTATIVE SHOULD SAFETY PLAN COMPLIANCE ISSUES BE FOUND OUTSIDE NORMAL WORK HOURS.
17. WASTE AND LOOSE MATERIALS, COMMONLY REFERRED TO AS FOD, ARE CAPABLE OF CAUSING DAMAGE TO AIRCRAFT LANDING GEARS, PROPELLERS, AND JET ENGINES. CONSTRUCTION CONTRACTORS MUST NOT LEAVE OR PLACE FOD ON OR NEAR ACTIVE AIRCRAFT MOVEMENT AREAS. MATERIALS CAPABLE OF CREATING FOD MUST BE CONTINUOUSLY REMOVED DURING THE CONSTRUCTION PROJECT. FENCING (OTHER THAN SECURITY FENCING) MAY BE NECESSARY TO CONTAIN MATERIAL THAT CAN BE CARRIED BY WIND INTO AREAS WHERE AIRCRAFT OPERATE. SEE AC 150/5210-24, FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.
18. CONTRACTORS OPERATING CONSTRUCTION VEHICLES AND EQUIPMENT ON THE AIRPORT MUST BE PREPARED TO EXPEDITIOUSLY CONTAIN AND CLEAN-UP SPILLS RESULTING FROM FUEL OR HYDRAULIC FLUID LEAKS. TRANSPORT AND HANDLING OF OTHER HAZARDOUS MATERIALS ON AN AIRPORT ALSO REQUIRES SPECIAL PROCEDURES. SEE AC 150/5320-15, MANAGEMENT OF AIRPORT INDUSTRIAL WASTE.
19. CONSTRUCTION CONTRACTORS MUST CAREFULLY CONTROL AND CONTINOUSLY REMOVE WASTE OR LOOSE MATERIALS THAT MIGHT ATTRACT WILDLIFE. CONTRACTOR PERSONNEL MUST BE AWARE OF AND AVOID CONSTRUCTION ACTIVITIES THAT CAN CREATE WILDLIFE HAZARDS ON AIRPORTS, SUCH AS:TRASH, STANDING WATER,TALL GRASS AND SEEDS, AND POORLY MAINTAINED FENCING AND GATES.
20. CONTRACTOR SHALL SUBMIT A SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) IDENTIFYING THE FOLLOWING FOR EACH MAJOR CONSTRUCTION OPERATION:
    A. PROPOSED WORK SEQUENCE.
    B. PROPOSED ACCESS POINTS, STAGING AREA, AND HAUL ROUTES.
    C. ANY TEMPORARY MARKINGS TO BE USED.
    D. THE LOCATION AND TYPE OF BARRICADES OR OTHER TRAFFIC CONTROL DEVICES.
    E. AREAS TO WHICH CONSTRUCTION OPERATIONS WILL BE LIMITED, ALONG WITH PROPOSED MEASURES TO MINIMIZE THE POSSIBILITY OF CONTRACTOR EQUIPMENT AND/OR WORKERS ACCIDENTALLY ENTERING ANY AIR OPERATIONS AREA.
    F. THE METHODS BY WHICH THE CONTRACTOR WILL COMMUNICATE AND MAINTAIN CONTACT WITH THE AIR TRAFFIC OPERATIONS.
21. CONTRACTOR SHALL PROVIDE INSURANCE FOR OWNER PROVIDED RUNWAY LIGHTED CLOSURE MARKERS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SPECIAL PROVISIONS OF THE CONTRACT DOCUMENTS. CONTRACTOR SHALL HAVE A SPARE GENERATOR ON-SITE AT ALL TIMES CAPABLE OF POWERING THE LIGHTED RUNWAY CLOSURE MARKERS. IF MAINTENANCE OF THE LIGHTED RUNWAY CLOSURE MARKERS REQUIRES REMOVAL OF THE MARKER FROM THE PROJECT SITE, CONTRACTOR SHALL COMPLETE WORK DURING DAYLIGHT HOURS AND PROVIDE TEMPORARY RUNWAY CLOSURE MARKERS MEETING THE REQUIREMENTS OF FAA AC 150/5370-2. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF THE OWNER PROVIDED LIGHTED CLOSED RUNWAY MARKERS AND FUEL FOR THE PERIOD THAT THESE ARE USED BY THE CONTRACTOR.

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|
| | | | | |

DRN NOB DES NOB CHK DBH APP DBH

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

GENERAL NOTES AND LEGEND

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. G-003
DRAWING NO. -

$$USERS$$
$$DATE$$
$$SIGNS$$

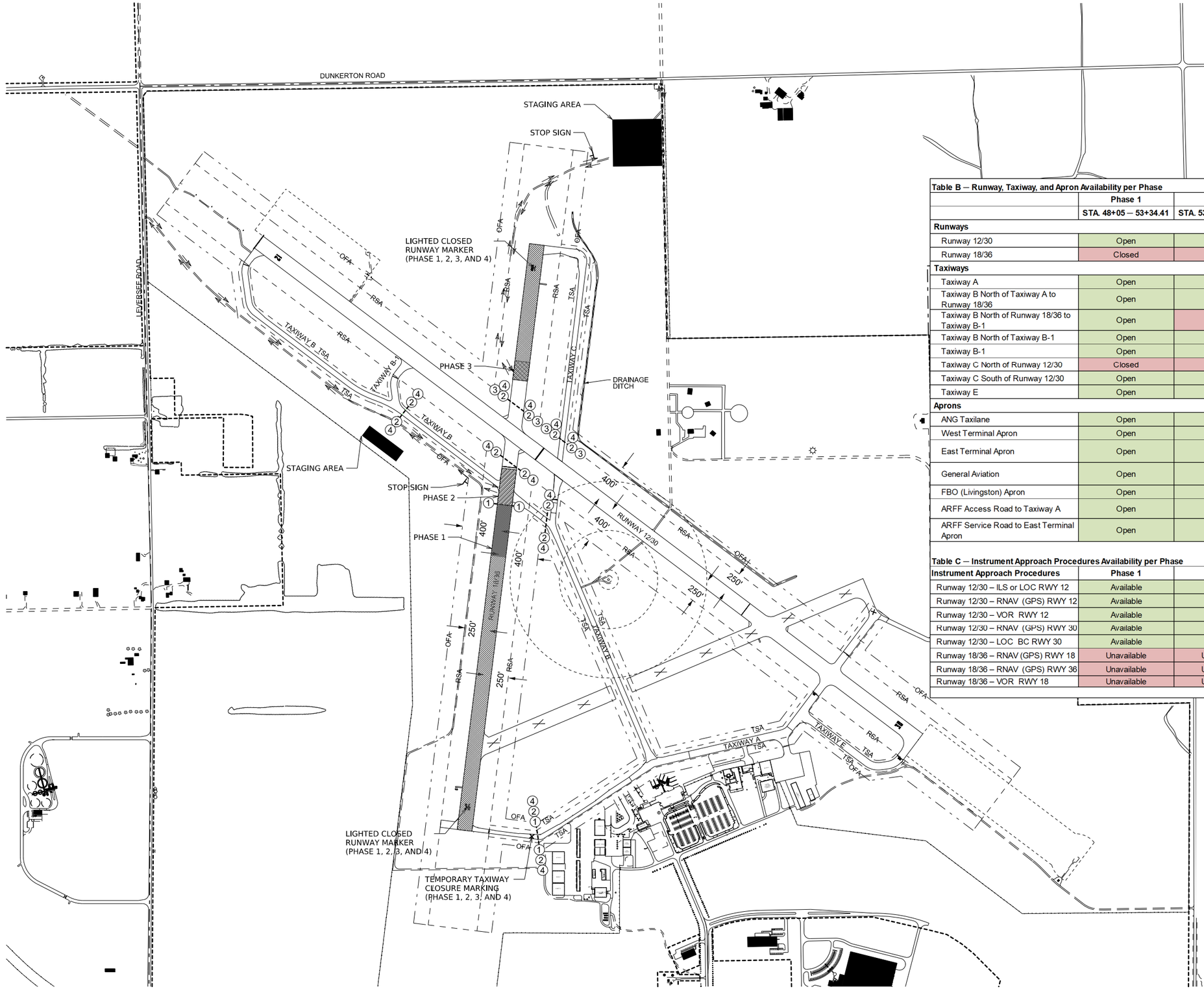



**Table B — Runway, Taxiway, and Apron Availability per Phase**

| | Phase 1 | Phase 2 | Phase 3 | Phase 4 |
|---|---|---|---|---|
| | STA. 48+05 — 53+34.41 | STA. 53+34.41 — 57+02 | STA. 64+08 — 68+03.03 | STA. 20+00 — 80+02.56 |
| **Runways** | | | | |
| Runway 12/30 | Open | Open | Open | Closed |
| Runway 18/36 | Closed | Closed | Closed | Closed |
| **Taxiways** | | | | |
| Taxiway A | Open | Open | Open | Open |
| Taxiway B North of Taxiway A to Runway 18/36 | Open | Open | Open | Open |
| Taxiway B North of Runway 18/36 to Taxiway B-1 | Open | Closed | Open | Closed |
| Taxiway B North of Taxiway B-1 | Open | Open | Open | Open |
| Taxiway B-1 | Open | Open | Open | Open |
| Taxiway C North of Runway 12/30 | Closed | Closed | Closed | Closed |
| Taxiway C South of Runway 12/30 | Open | Open | Open | Open |
| Taxiway E | Open | Open | Open | Open |
| **Aprons** | | | | |
| ANG Taxilane | Open | Open | Open | Open |
| West Terminal Apron | Open | Open | Open | Open |
| East Terminal Apron | Open | Open | Open | Open |
| General Aviation | Open | Open | Open | Open |
| FBO (Livingston) Apron | Open | Open | Open | Open |
| ARFF Access Road to Taxiway A | Open | Open | Open | Open |
| ARFF Service Road to East Terminal Apron | Open | Open | Open | Open |

**Table C — Instrument Approach Procedures Availability per Phase**

| Instrument Approach Procedures | Phase 1 | Phase 2 | Phase 3 | Phase 4 |
|---|---|---|---|---|
| Runway 12/30 – ILS or LOC RWY 12 | Available | Available | Available | Unavailable |
| Runway 12/30 – RNAV (GPS) RWY 12 | Available | Available | Available | Unavailable |
| Runway 12/30 – VOR RWY 12 | Available | Available | Available | Unavailable |
| Runway 12/30 – RNAV (GPS) RWY 30 | Available | Available | Available | Unavailable |
| Runway 12/30 – LOC BC RWY 30 | Available | Available | Available | Unavailable |
| Runway 18/36 – RNAV (GPS) RWY 18 | Unavailable | Unavailable | Unavailable | Unavailable |
| Runway 18/36 – RNAV (GPS) RWY 36 | Unavailable | Unavailable | Unavailable | Unavailable |
| Runway 18/36 – VOR RWY 18 | Unavailable | Unavailable | Unavailable | Unavailable |

LEGEND

- PHASE BARRICADE PLACED
- DENOTES BARRICADE LOCATION
- CONTRACTOR HAUL ROUTE
- OFA — OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
- RSA — RUNWAY SAFETY AREA

SCALE 0' 500' 1000'

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

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DES JEP
CHK DBH
APP DBH

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# CONSTRUCTION SAFETY AND OPERATIONS PLAN

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. G-100
DRAWING NO.

$USERS$
$DATE$
$DWGS$

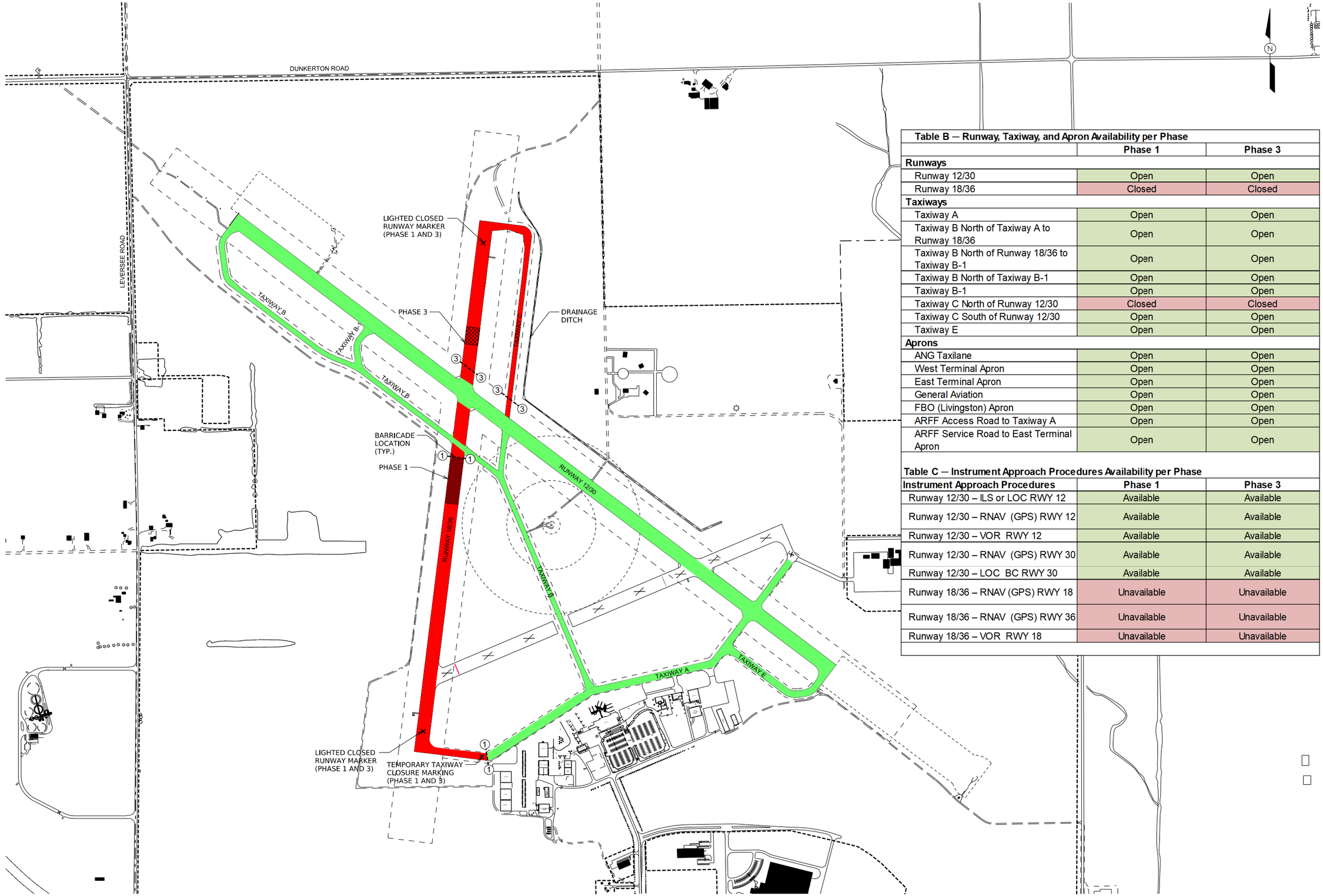



**Table B – Runway, Taxiway, and Apron Availability per Phase**

| | Phase 1 | Phase 3 |
|---|---|---|
| **Runways** | | |
| Runway 12/30 | Open | Open |
| Runway 18/36 | Closed | Closed |
| **Taxiways** | | |
| Taxiway A | Open | Open |
| Taxiway B North of Taxiway A to Runway 18/36 | Open | Open |
| Taxiway B North of Runway 18/36 to Taxiway B-1 | Open | Open |
| Taxiway B North of Taxiway B-1 | Open | Open |
| Taxiway B-1 | Open | Open |
| Taxiway C North of Runway 12/30 | Closed | Closed |
| Taxiway C South of Runway 12/30 | Open | Open |
| Taxiway E | Open | Open |
| **Aprons** | | |
| ANG Taxilane | Open | Open |
| West Terminal Apron | Open | Open |
| East Terminal Apron | Open | Open |
| General Aviation | Open | Open |
| FBO (Livingston) Apron | Open | Open |
| ARFF Access Road to Taxiway A | Open | Open |
| ARFF Service Road to East Terminal Apron | Open | Open |

**Table C – Instrument Approach Procedures Availability per Phase**

| Instrument Approach Procedures | Phase 1 | Phase 3 |
|---|---|---|
| Runway 12/30 – ILS or LOC RWY 12 | Available | Available |
| Runway 12/30 – RNAV (GPS) RWY 12 | Available | Available |
| Runway 12/30 – VOR RWY 12 | Available | Available |
| Runway 12/30 – RNAV (GPS) RWY 30 | Available | Available |
| Runway 12/30 – LOC BC RWY 30 | Available | Available |
| Runway 18/36 – RNAV (GPS) RWY 18 | Unavailable | Unavailable |
| Runway 18/36 – RNAV (GPS) RWY 36 | Unavailable | Unavailable |
| Runway 18/36 – VOR RWY 18 | Unavailable | Unavailable |

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|
| | | | | |

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APP DBH

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

PHASING PLAN
PHASE 1 & 3 OVERALL

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. G-101
DRAWING NO. -

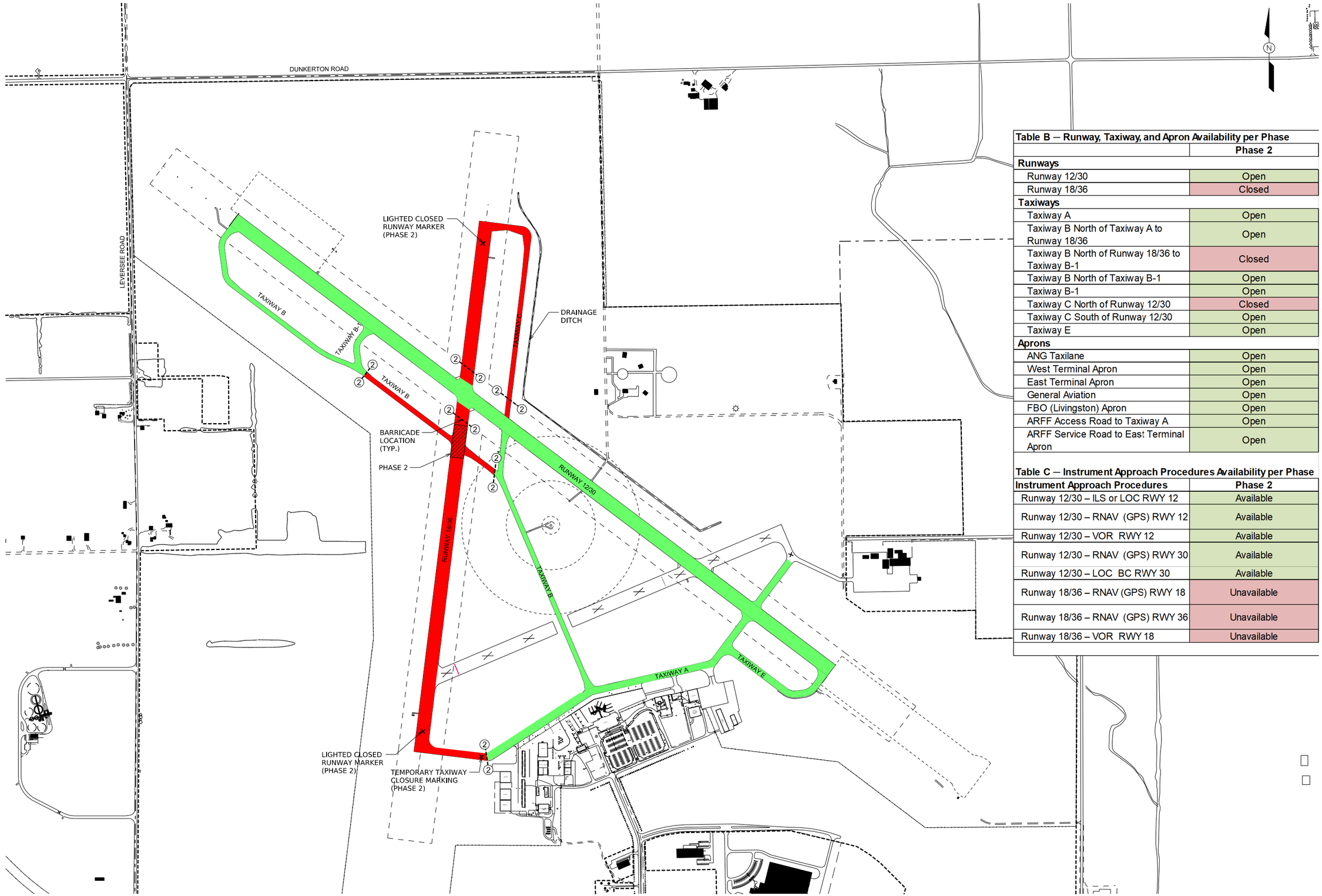



**Table B – Runway, Taxiway, and Apron Availability per Phase**

| | Phase 2 |
|---|---|
| **Runways** | |
| Runway 12/30 | Open |
| Runway 18/36 | Closed |
| **Taxiways** | |
| Taxiway A | Open |
| Taxiway B North of Taxiway A to Runway 18/36 | Open |
| Taxiway B North of Runway 18/36 to Taxiway B-1 | Closed |
| Taxiway B North of Taxiway B-1 | Open |
| Taxiway B-1 | Open |
| Taxiway C North of Runway 12/30 | Closed |
| Taxiway C South of Runway 12/30 | Open |
| Taxiway E | Open |
| **Aprons** | |
| ANG Taxilane | Open |
| West Terminal Apron | Open |
| East Terminal Apron | Open |
| General Aviation | Open |
| FBO (Livingston) Apron | Open |
| ARFF Access Road to Taxiway A | Open |
| ARFF Service Road to East Terminal Apron | Open |

**Table C – Instrument Approach Procedures Availability per Phase**

| Instrument Approach Procedures | Phase 2 |
|---|---|
| Runway 12/30 – ILS or LOC RWY 12 | Available |
| Runway 12/30 – RNAV (GPS) RWY 12 | Available |
| Runway 12/30 – VOR RWY 12 | Available |
| Runway 12/30 – RNAV (GPS) RWY 30 | Available |
| Runway 12/30 – LOC BC RWY 30 | Available |
| Runway 18/36 – RNAV (GPS) RWY 18 | Unavailable |
| Runway 18/36 – RNAV (GPS) RWY 36 | Unavailable |
| Runway 18/36 – VOR RWY 18 | Unavailable |

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|---|---|---|---|---|

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FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

PHASING PLAN
PHASE 2 OVERALL

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. G-102
DRAWING NO. -

$$USERS$$
$$DATE$$
$$SIGNS$$

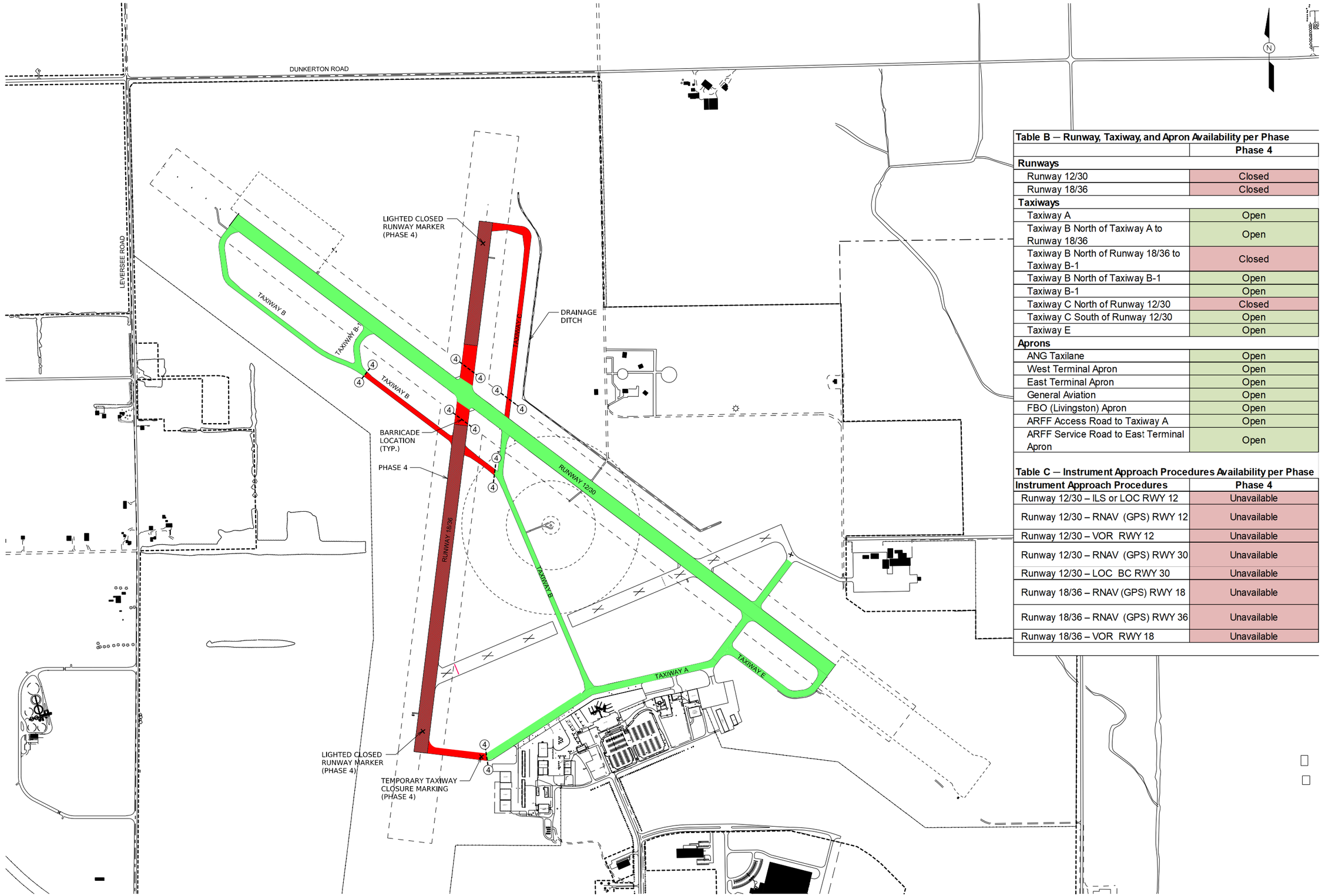



**Table B – Runway, Taxiway, and Apron Availability per Phase**

| | Phase 4 |
|---|---|
| **Runways** | |
| Runway 12/30 | Closed |
| Runway 18/36 | Closed |
| **Taxiways** | |
| Taxiway A | Open |
| Taxiway B North of Taxiway A to Runway 18/36 | Open |
| Taxiway B North of Runway 18/36 to Taxiway B-1 | Closed |
| Taxiway B North of Taxiway B-1 | Open |
| Taxiway B-1 | Open |
| Taxiway C North of Runway 12/30 | Closed |
| Taxiway C South of Runway 12/30 | Open |
| Taxiway E | Open |
| **Aprons** | |
| ANG Taxilane | Open |
| West Terminal Apron | Open |
| East Terminal Apron | Open |
| General Aviation | Open |
| FBO (Livingston) Apron | Open |
| ARFF Access Road to Taxiway A | Open |
| ARFF Service Road to East Terminal Apron | Open |

**Table C – Instrument Approach Procedures Availability per Phase**

| Instrument Approach Procedures | Phase 4 |
|---|---|
| Runway 12/30 – ILS or LOC RWY 12 | Unavailable |
| Runway 12/30 – RNAV (GPS) RWY 12 | Unavailable |
| Runway 12/30 – VOR RWY 12 | Unavailable |
| Runway 12/30 – RNAV (GPS) RWY 30 | Unavailable |
| Runway 12/30 – LOC BC RWY 30 | Unavailable |
| Runway 18/36 – RNAV (GPS) RWY 18 | Unavailable |
| Runway 18/36 – RNAV (GPS) RWY 36 | Unavailable |
| Runway 18/36 – VOR RWY 18 | Unavailable |

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

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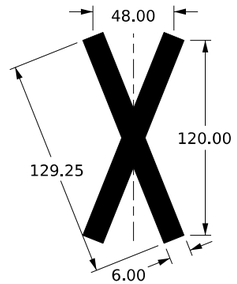
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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

PHASING PLAN
PHASE 4 OVERALL

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. G-103
DRAWING NO. -

$$USERS$$
$$DATE$$
$$SIGNS$$

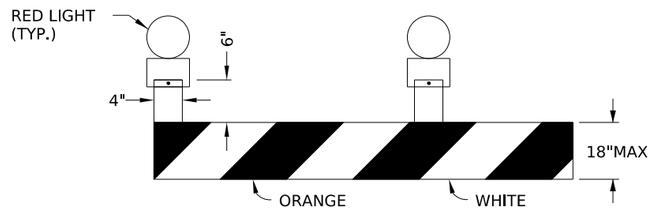



1 TEMPORARILY CLOSED RUNWAY MARKING DETAIL

NOT TO SCALE

NOTE:

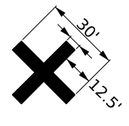
TEMPORARY MARKER FOR CLOSED RUNWAY TO BE CONSTRUCTED OF FABRIC, PLYWOOD, SNOW FENCE OR SUITABLE MATERIAL. SECURE THE MARKER IN PLACE ABOVE THE RUNWAY NUMERALS OR AS NOTED TO DENOTE A CLOSED RUNWAY. MARKER TO BE PAINTED YELLOW, WITH 6" BLACK BORDER. MARKER IS INCLUDED IN TRAFFIC CONTROL.




TYPICAL BARRIACDE

NOT TO SCALE

BRACKETS TO ACCEPT 2 LIGHTS AND TWO FLAGS. FACE TO BE BI-DIRECTIONAL ORANGE AND WHITE MARKINGS.




TEMPORARILY CLOSED
TAXIWAY MARKING DETAIL

Not to Scale

NOTES

1. BARRICADE BOARDS, OR ENGINEERING APPROVED LOW-PROFILE, LOW MASS IMPACT BARRICADES SHALL BE USED ON PAVEMENT.
2. LIGHTS SHALL BE SECURELY ANCHORED TO BARRICADES.
3. BARRICADE SHALL BE PROPERLY WEIGHED TO PREVENT MOVEMENT BY WIND, PROP WASH, OR JET BLAST OF UP TO 75 M.P.H.
4. CONTRACTORS SHALL BE REQUIRED TO INSPECT BARRICADES DAILY TO ENSURE THAT BARRICADES ARE INTACT AND IN PROPER WORKING ORDER IN ACCORDANCE WITH THIS SPECIFICATION.
5. LIGHT SHALL EITHER BE OMNIDIRECTIONAL, OR EVERY OTHER LIGHT SHALL BE ROTATED 90 DEGREES.
6. BARRICADE SHALL BE 10- FEET LONG WITH ALTERNATING 6" BANDS OF INTERNATIONAL ORANGE AND WHITE .
7. LIGHT SPACING SHALL NOT EXCEED 10 FEET, OPERATED BETWEEN SUNSET AND SUNRISE AND PERIODS DURING LOW VISIBILITY.
8. BARRICADES SHALL START 4 FEET FROM EDGE OF PAVEMENT AND SPACED 4 FEET MAXIMUM.

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

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DES JEP
CHK DBH
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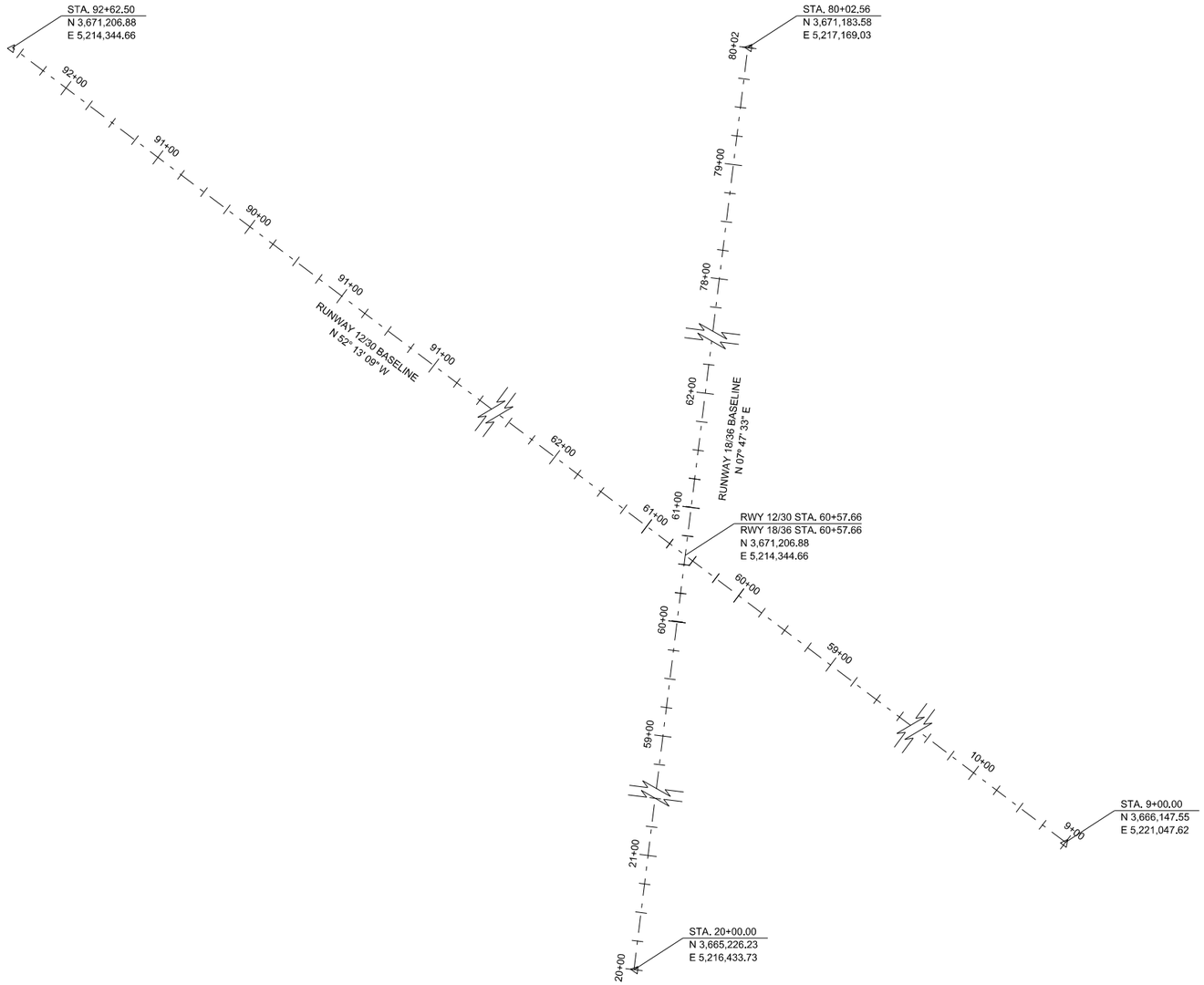
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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

SAFETY AND PHASING DETAILS

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. G-104
DRAWING NO. -

$$USERS
$$DATE$$
$$DWGS




| RUNWAY 18-36 REHABILITATION CONTROL POINTS | | | | |
|---|---|---|---|---|
| CONTROL POINT NUMBER | NORTHING | EASTING | ELEVATION | DESCRIPTION |
| 1 | 3668699.118 | 5217163.102 | 865.790 | X ON INTAKE APPROX 200' EAST OF RUNWAY 18-36 AND APPROX 200' NORTH OF TAXIWAY B |
| 10 | 3668609.131 | 5217195.891 | 867.260 | CP 1/2" REBAR APPROX 250' EAST OF RUNWAY 18-36 AND APPROX 150' NORTH OF TAXIWAY B |
| 20 | 3668950.251 | 5216682.955 | 867.425 | CP 1/2" REBAR APPROX 125' WEST OF RUNWAY 18-36 AND APPROX 100' NORTH OF TAXIWAY B |
| 30 | 3669694.142 | 5216753.837 | 867.939 | CP 1/2" REBAR APPROX 150' WEST OF RUNWAY 18-36 AND APPROX 200' NORTH OF RUNWAY 12-30 |
| 40 | 3669560.145 | 5217230.677 | 866.849 | CP 1/2" REBAR APPROX 200' EAST OF RUNWAY 18-36 AND APPROX 450' NORTH OF RUNWAY 12-30 |
| B26 | 3668164.530 | 5217257.186 | 0.000 | CP 1/2" REBAR (Hz ONLY) APPROX 100' WEST OF TAXIWAY B AND APPRCX 175' SOUTH OF TAXIWAY B |
| B27 | 3668449.981 | 5217440.249 | 0.000 | CP 1/2" REBAR (Hz ONLY) APPROX 75' EAST OF TAXIWAY B AND APPROX 325' SOUTH OF RUNWAY 12-30 |

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

| | | | |
|---|---|---|---|
| DRN | NOB | | |
| DES | NOB | | |
| CHK | DBH | | |
| APP | DBH | | |

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# PROJECT BASELINES, STATIONING AND SURVEY CONTROL POINTS

DATE
MAR 30, 2026

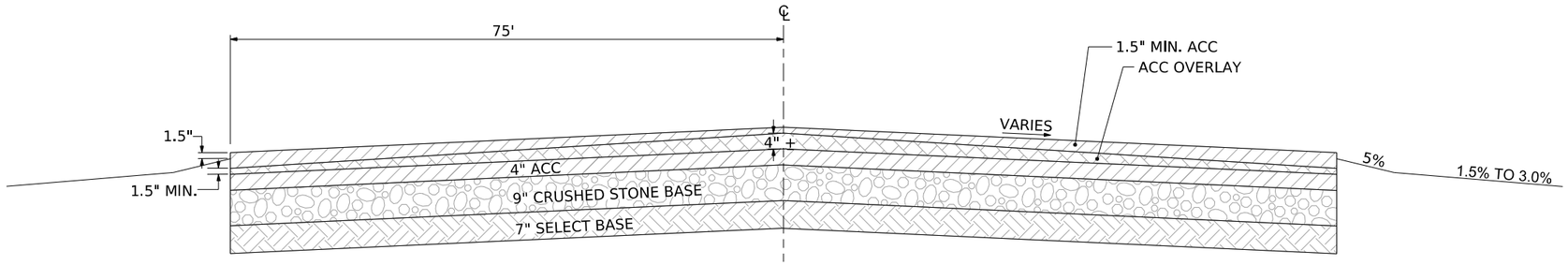
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60747512

FILENAME

SHEET NO.
G-300

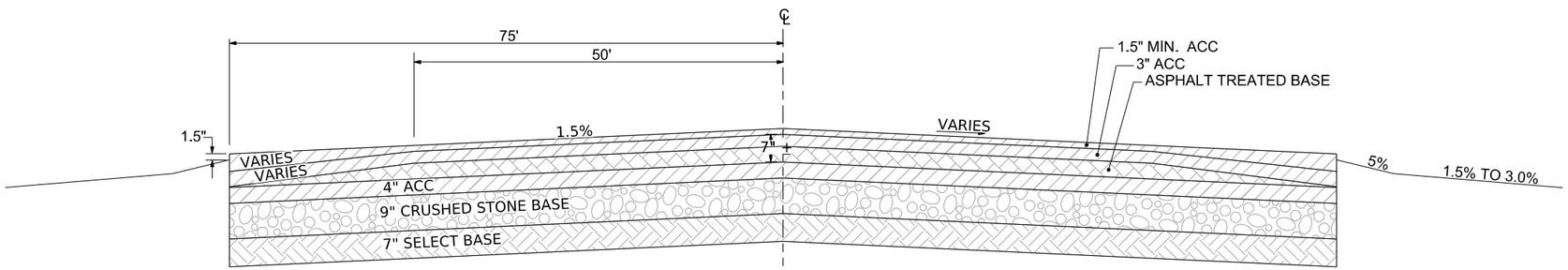
DRAWING NO.
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$$USERS$$
$$DATE$$
$$DGNS$$




RUNWAY 18/36
EXISTING TYPICAL SECTION
STA. 48+05 TO STA. 56+63

NOT TO SCALE




RUNWAY 18/36
EXISTING TYPICAL SECTION
STA. 66+05.03 TO 68+03.03

NOT TO SCALE

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

DRN NOB
DES NOB
CHK DBH
APP DBH

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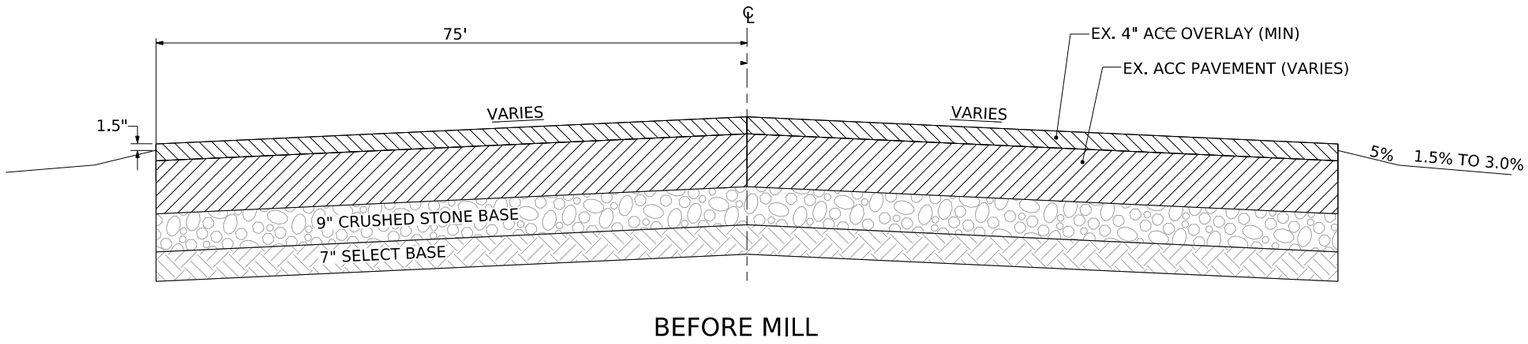
AECOM

RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

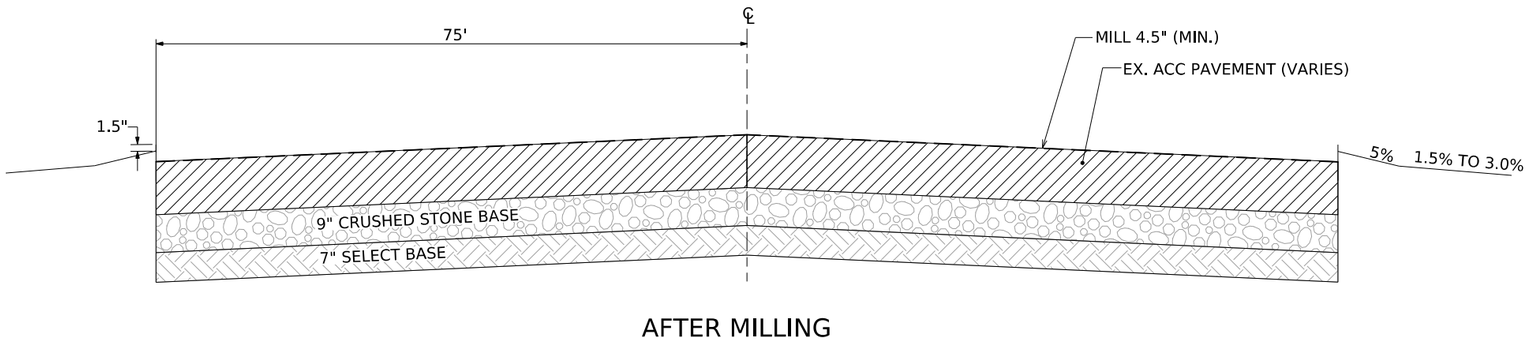
EXISTING TYPICAL SECTIONS

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. C-001
DRAWING NO. -

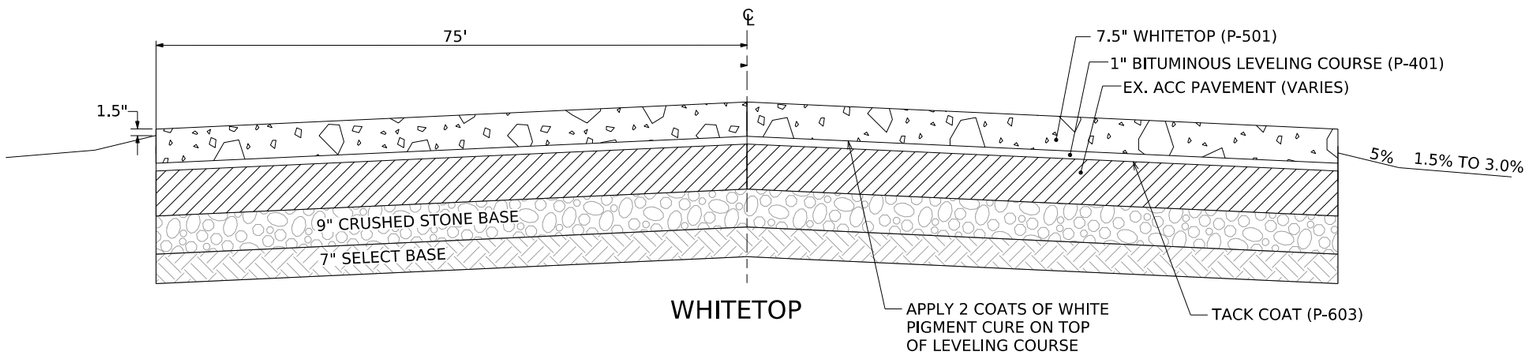
$$ISSUES
$$DATES
$$DOWGS




BEFORE MILL



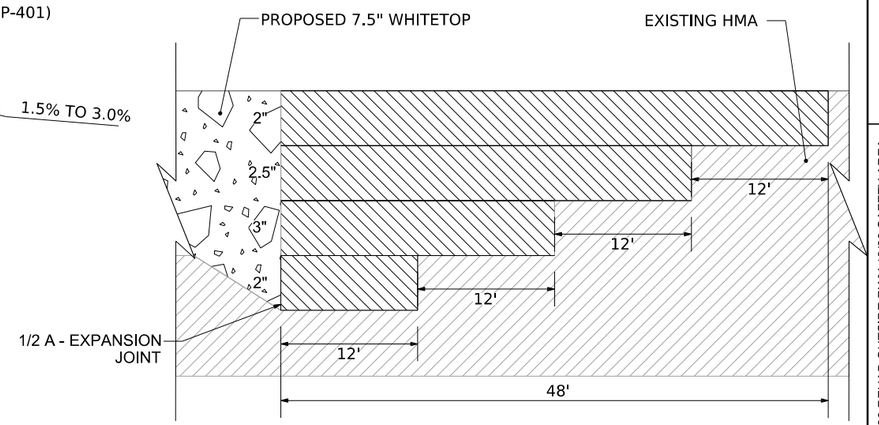

AFTER MILLING




WHITETOP

RUNWAY 18/36
TYPICAL SECTION
STA. 48+05 TO STA. 56+15 AND
STA. 66+53.03 TO STA. 68+03.03

NOT TO SCALE




HMA TRANSITION DETAIL

NOT TO SCALE

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

| | | | |
|---|---|---|---|
| DRN | NOB | DES | NOB |
| CHK | DBH | APP | DBH |

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

PROPOSED TYPICAL SECTIONS

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. C-002
DRAWING NO. -

$$USERS
$$DATE$$
$$DGNS

BEGIN RUNWAY
PAVEMENT REHABILITATION
STA 48+05.00
OFF: 0.00' RT

END RUNWAY 18/36
PAVEMENT REHABILITATION
STA: 56+63.00
OFF: 0.00' RT

EXISTING CRACK (TYP)

2" DEEP SAW CUT

TAXIWAY B

RUNWAY 18/36

RUNWAY 12/30

TAXIWAY C

TAXIWAY B

NOTE: SEE SHEET CO500 FOR PAVEMENT REPAIR DETAILS

MATCHLINE (SEE SHEET CD101)

B-1 B-2 B-3 B-4 B-8 C-1 C-2 C-3 C-6

47+00 48+00 49+00 50+00 51+00 52+00 53+00 54+00 55+00 56+00 57+00 58+00 59+00

868 869 867 866

8" ST 10" ST 18" ST 6" ST

FAA

SCALE 0' 50' 100'

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|
| | | | | |

DRN NOB
DES NOB
CHK DBH
APP DBH

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

EXISTING CONDITIONS AND DEMOLITION PLAN

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CD100
DRAWING NO. -

$$USER$$
$$DATE$$
$$DGN$$

RUNWAY 12/30

RUNWAY 18/36

TAXIWAY C

MATCHLINE (SEE SHEET CD100)

B-5 B-6 B-7 B-9 B-10 C-4 C-5 C-7

2" DEEP SAW CUT

EXISTING CRACK (TYP)

BEGIN RUNWAY 18/36
PAVEMENT REHABILITATION
STA: 66+05.03
OFF: 0.00' RT

END RUNWAY 18/36
PAVEMENT REHABILITATION
STA: 68+03.03
OFF: 0.00' LT

NOTE: SEE SHEET CO500 FOR PAVEMENT REPAIR DETAILS

FAA CABLE

ABANDONED

12" ST 18" ST 24" ST 6" ST

SCALE 0' 50' 100'

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|
| | | | | |

DRN NOB
DES NOB
CHK DBH
APP DBH

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# EXISTING CONDITIONS AND DEMOLITION PLAN

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CD101
DRAWING NO. -

$$USERS
$$DATE$$
$$DGNNS

| | |
|---|---|
| DRN | DBM |
| DES | DBM |
| CHK | DBH |
| APP | DBH |

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| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

AECOM

RWY 18/36 REHAB WITHIN RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# PROPOSED MILLING PLAN

DATE
MAR 30, 2026
PROJECT NO.
60747512
FILENAME
SHEET NO.
CO100
DRAWING NO.
-

$$USERS
$$DATE$$
$$DGNS

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

| | | |
|---|---|---|
| DRN | DBM | |
| DES | DBM | |
| CHK | DBH | |
| APP | DBH | |

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RWY 18/36 REHAB WITHIN RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# PROPOSED MILLING PLAN

DATE
MAR 30, 2026

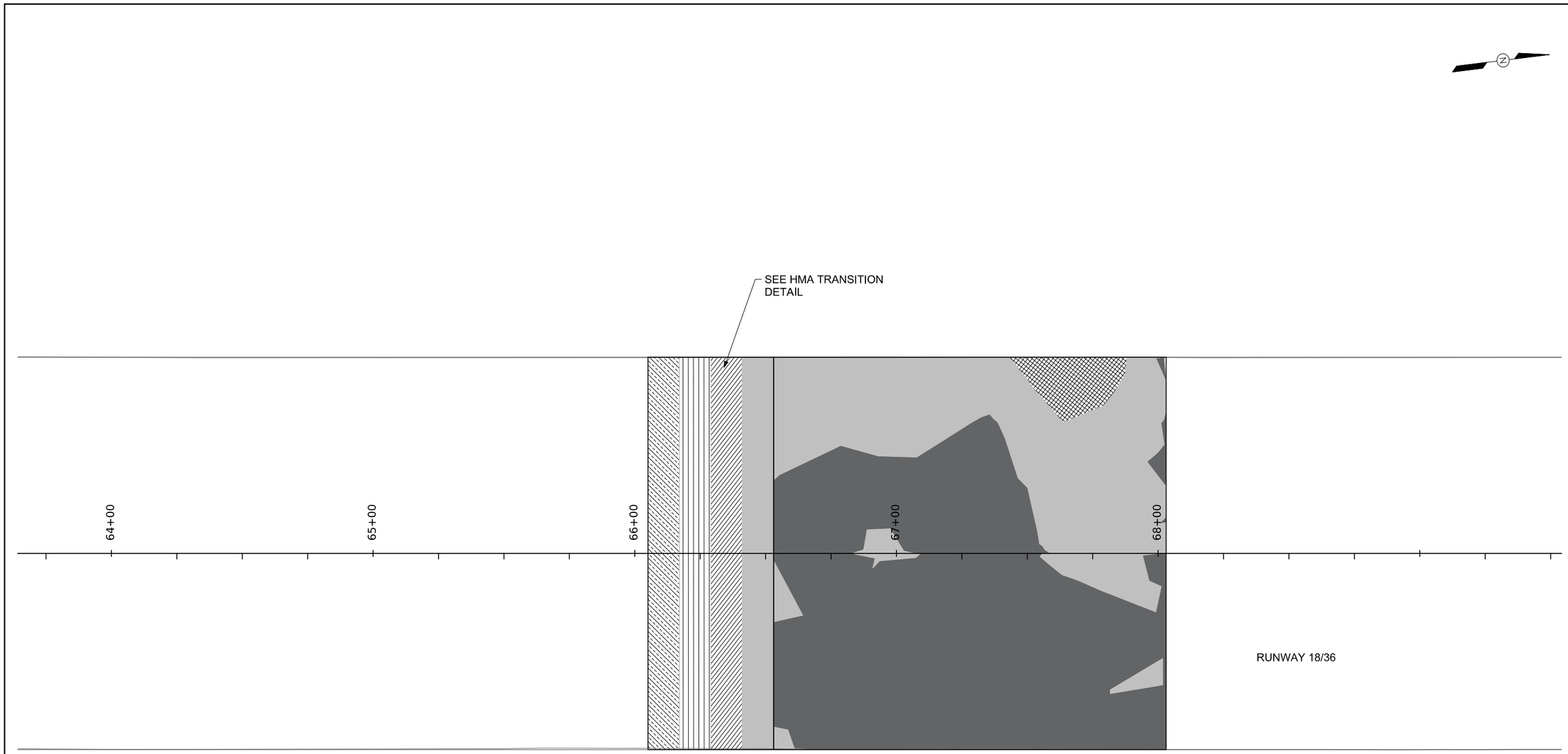
PROJECT NO.
60747512

FILENAME

SHEET NO.
CO101

DRAWING NO.
-

$USERS
$DATE
$DGNS




| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

| | | |
|---|---|---|
| DRN | DBM | |
| DES | DBM | |
| CHK | DBH | |
| APP | DBH | |

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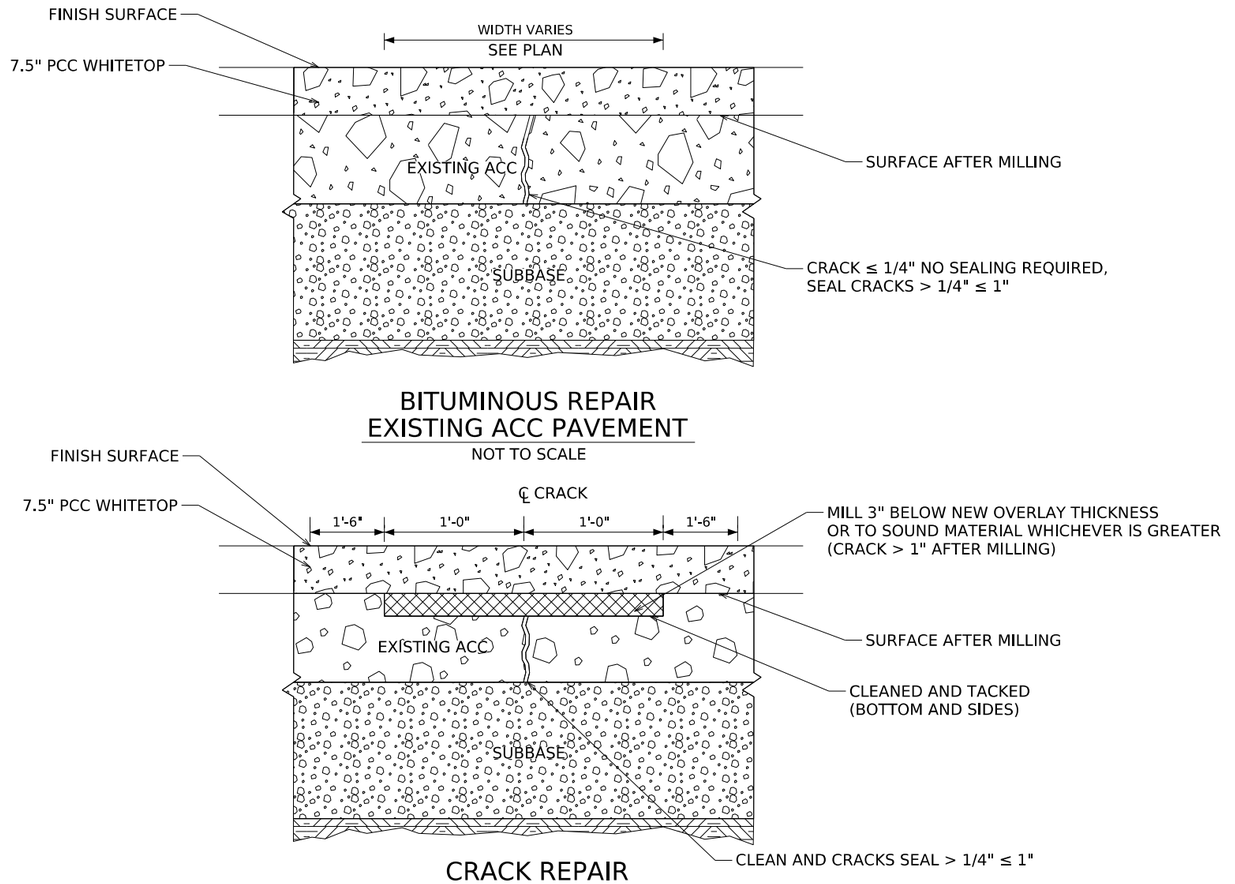
AECOM

RWY 18/36 REHAB WITHIN RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# PROPOSED MILLING PLAN

DATE
MAR 30, 2026
PROJECT NO.
60747512
FILENAME
SHEET NO.
CO102
DRAWING NO.
-

$$USERS
$$DATE$$
$$DGNAME



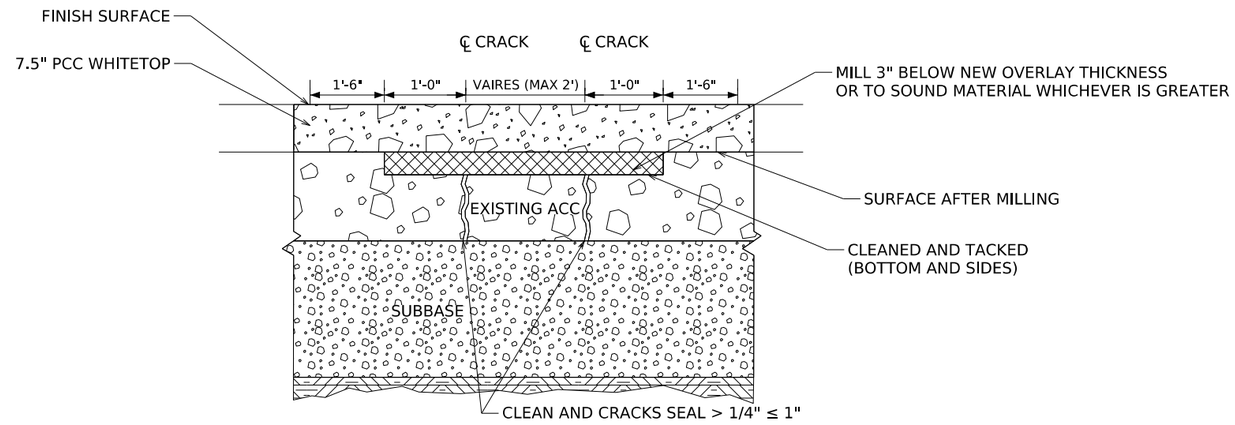

## BITUMINOUS REPAIR
## EXISTING ACC PAVEMENT

NOT TO SCALE




## CRACK REPAIR
## EXISTING ACC PAVEMENT

NOT TO SCALE




## DOUBLE CRACK REPAIR
## EXISTING ACC PAVEMENT

NOT TO SCALE

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

| | | | |
|---|---|---|---|
| DRN | NOB | DES | NOB |
| CHK | DBH | APP | DBH |

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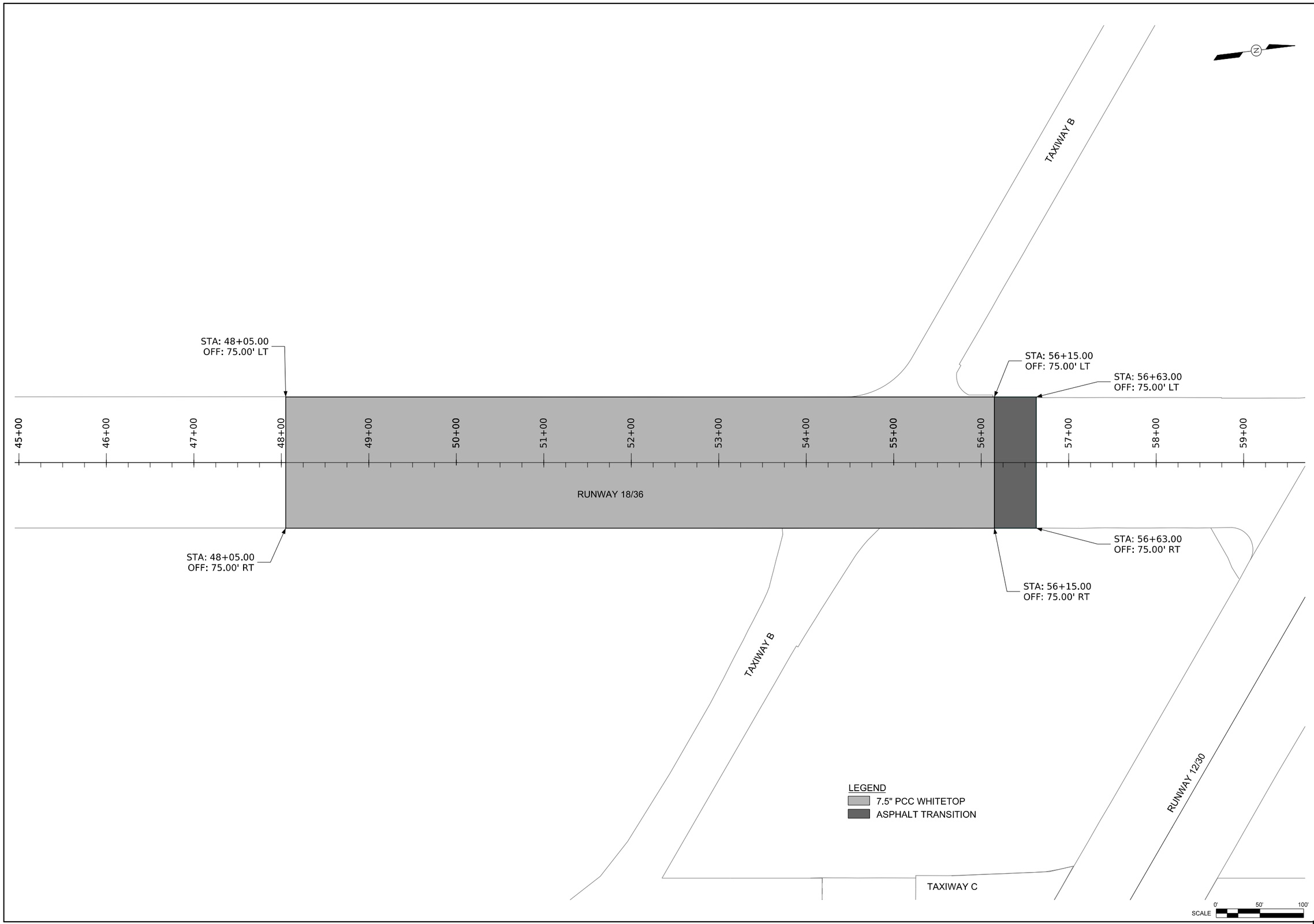
AECOM

RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

PAVEMENT REPAIR DETAILS

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CO500
DRAWING NO. -

$$USERS$$
$$DATE$$
$$SIGNS$$




| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

| | |
|---|---|
| DRN | DBM |
| DES | DBM |
| CHK | DBH |
| APP | DBH |

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

GEOMETRIC PLAN

DATE
MAR 30, 2026

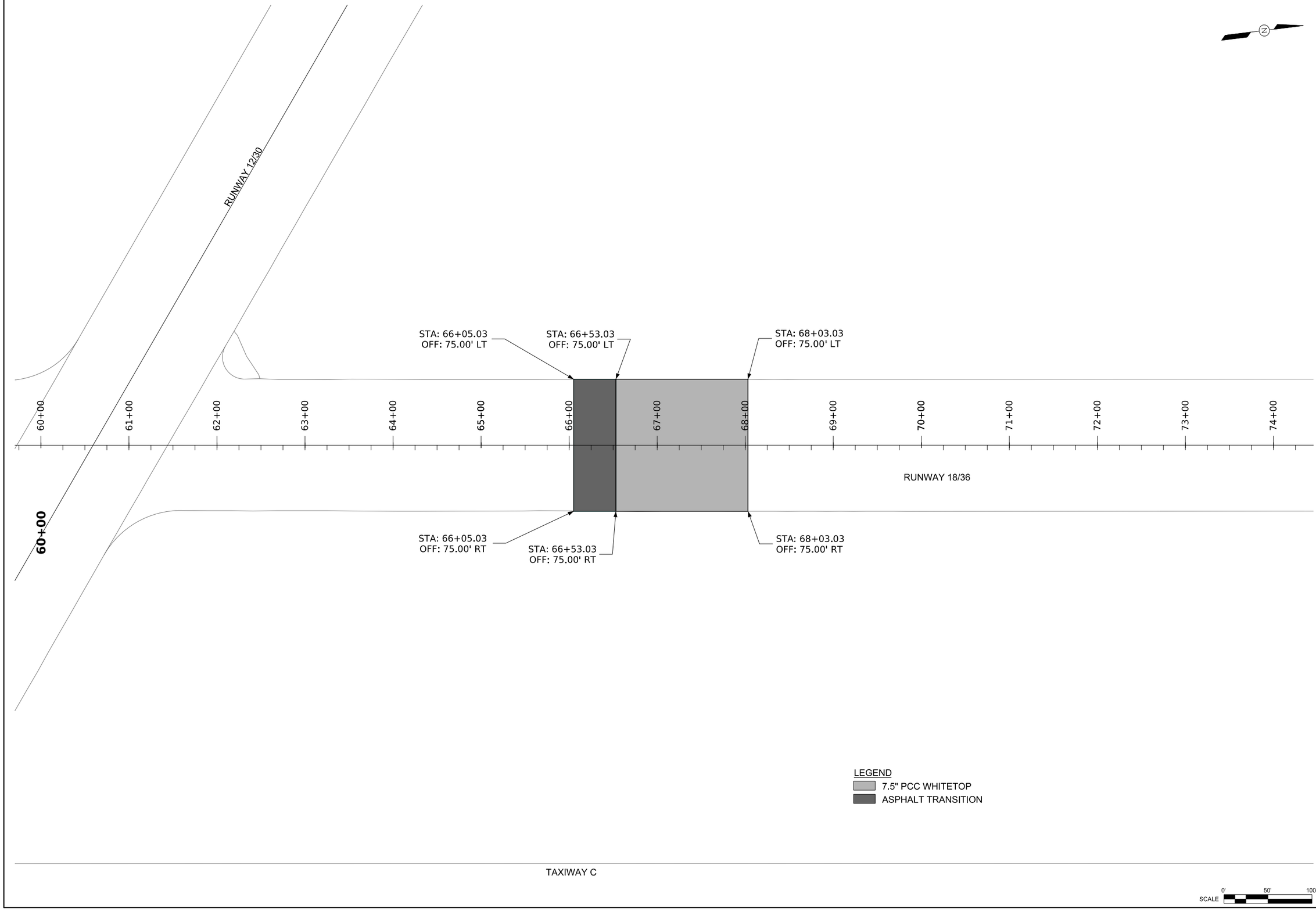
PROJECT NO.
60747512

FILENAME

SHEET NO.
CS100

DRAWING NO.
-

$$USERS
$$DATE$$
$$DGN$$




| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

DRN DBM
DES DBM
CHK DBH
APP DBH

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

GEOMETRIC PLAN

DATE
MAR 30, 2026

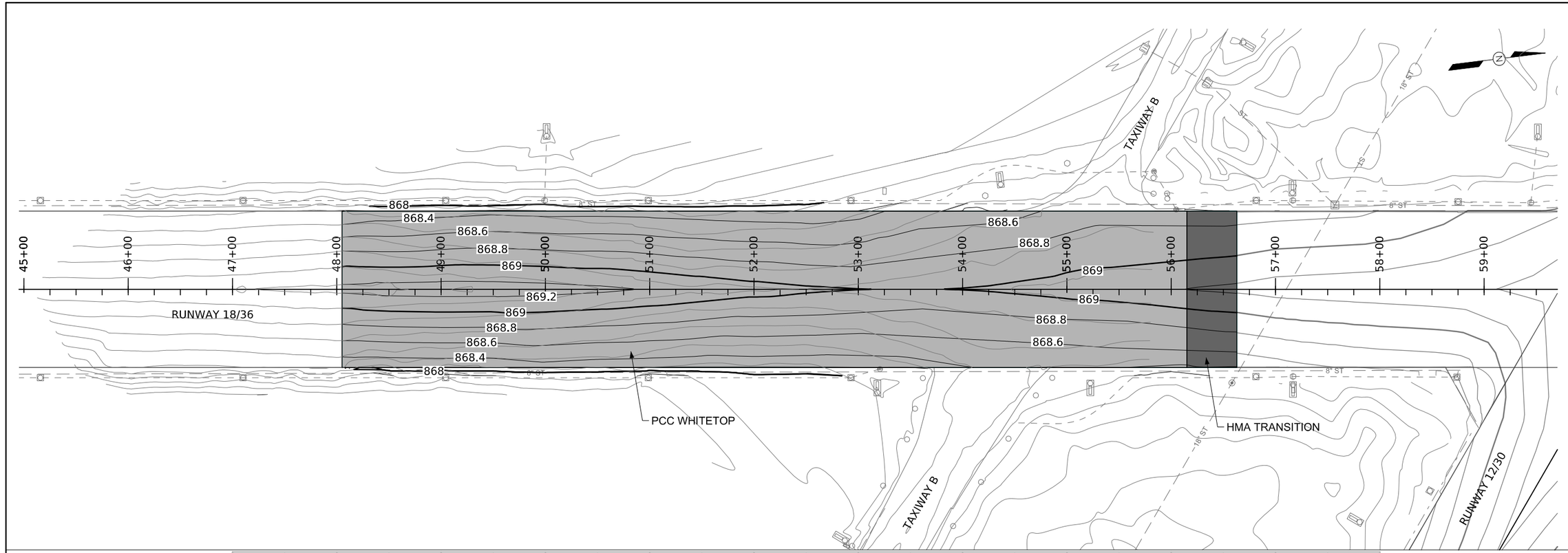
PROJECT NO.
60747512

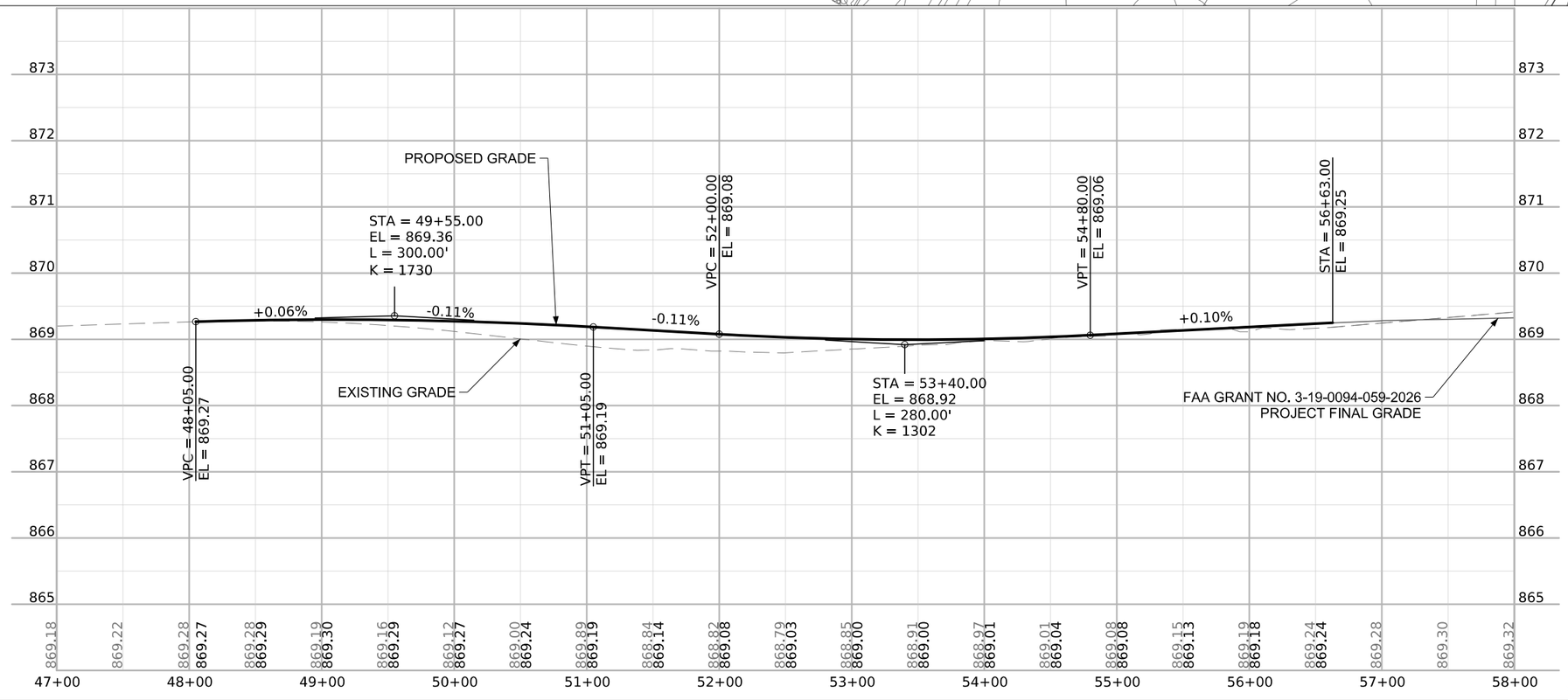
FILENAME

SHEET NO.
CS101

DRAWING NO.
-

$$USERS$$
$$DATE$$
$$SIGNS$$




| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

DRN DBM
DES DBM
CHK DBH
APP DBH

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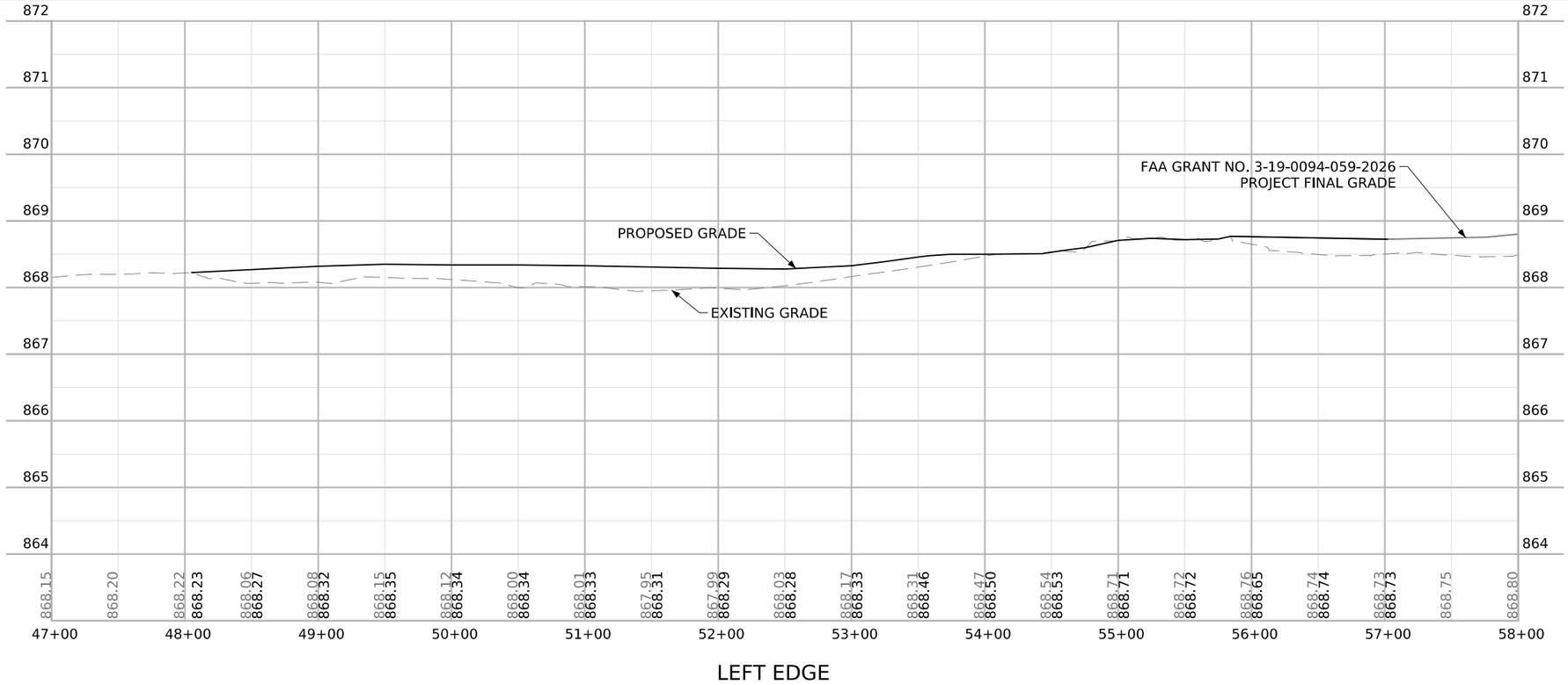
RWY 18/36 REHAB WITHIN RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

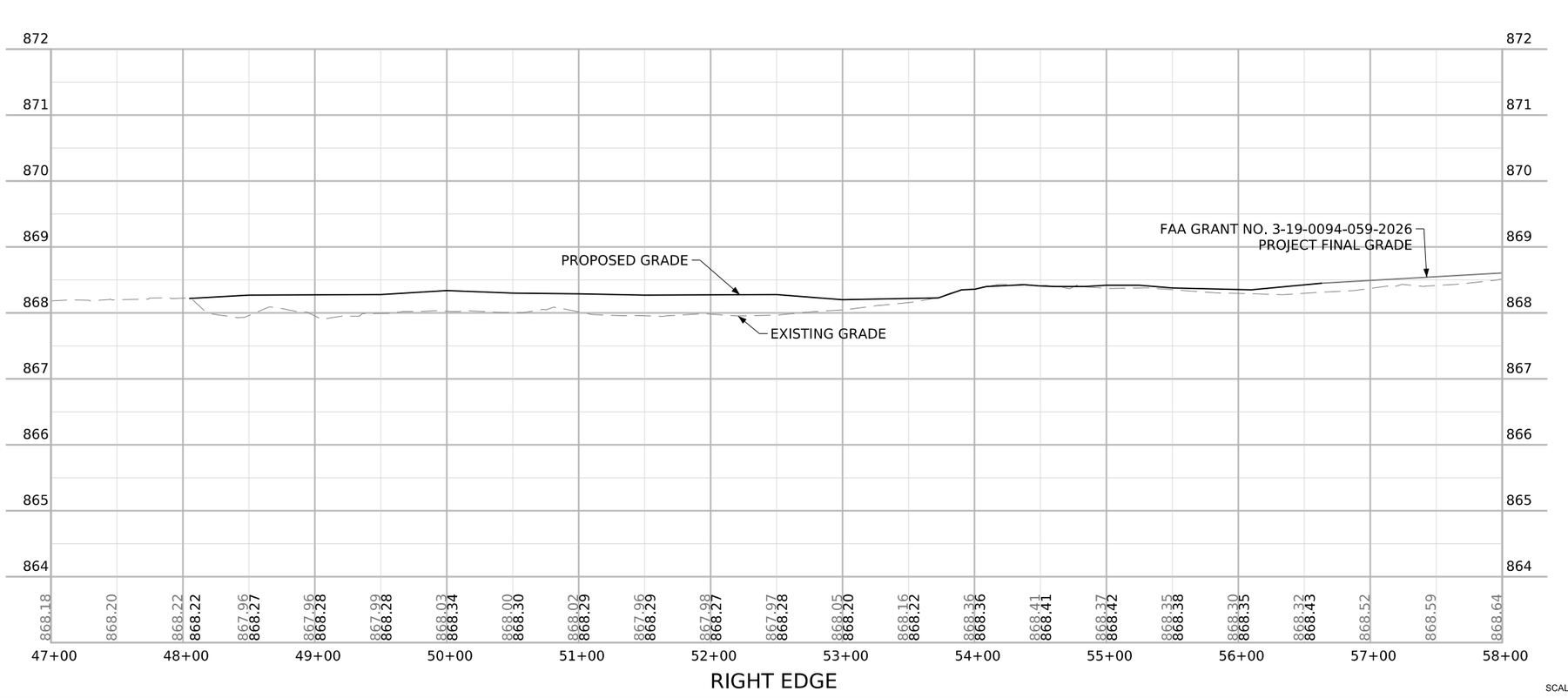
PLAN AND PROFILE
STA. 48+05 TO 56+63

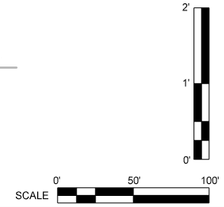
DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CS200
DRAWING NO. -

SCALE 0' 50' 100'
2' 1' 0'

$USERS
$DATE
$DOCNS




| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

DRN DBM
DES DBM
CHK DBH
APP DBH

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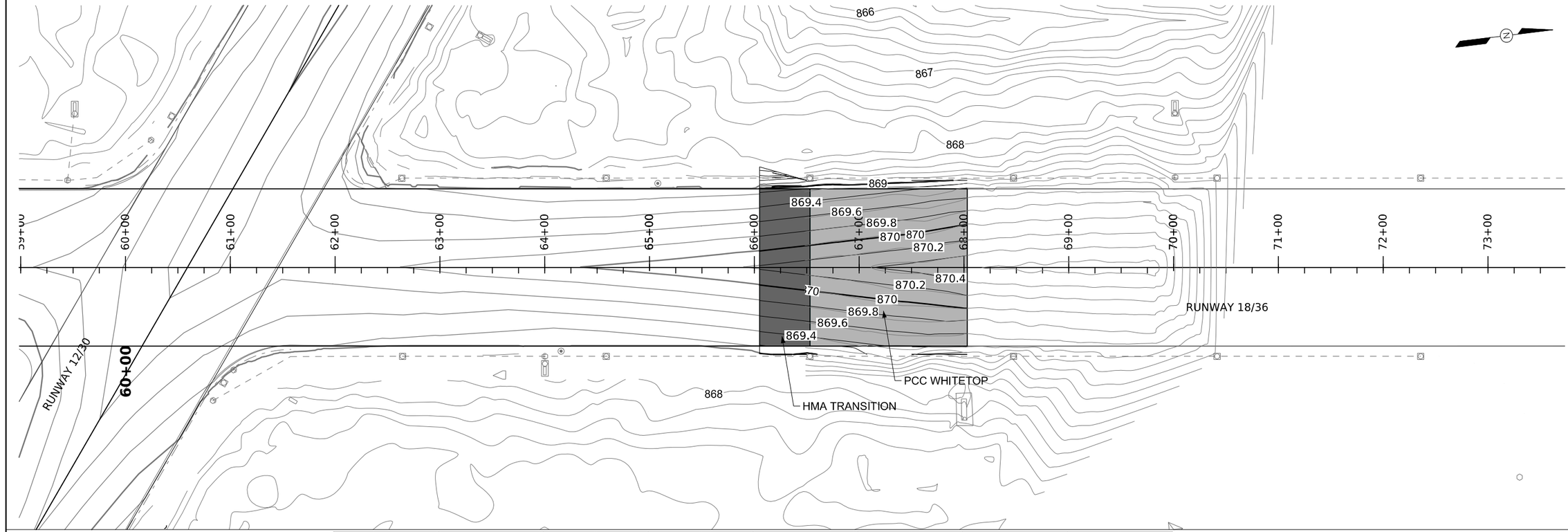
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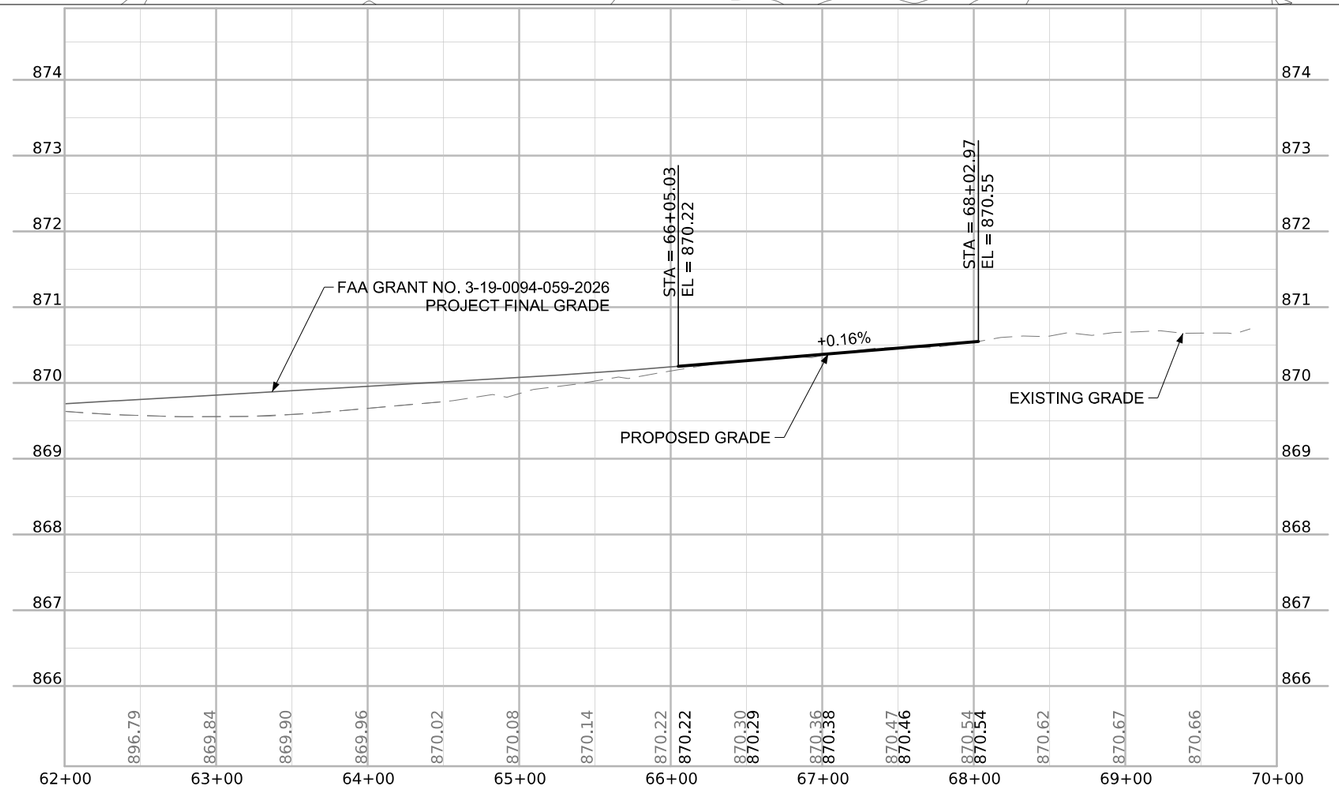
RWY 18/36 REHAB WITHIN RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

EDGE PROFILES
STA. 48+05 TO 57+02

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CS201
DRAWING NO. -

$$USERS$$
$$DATE$$
$$SIGNS$$




| DRN | CHK | DATE | REVISIONS | NO |
|---|---|---|---|---|
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DRN DBM
DES DBM
CHK DBH
APP DBH

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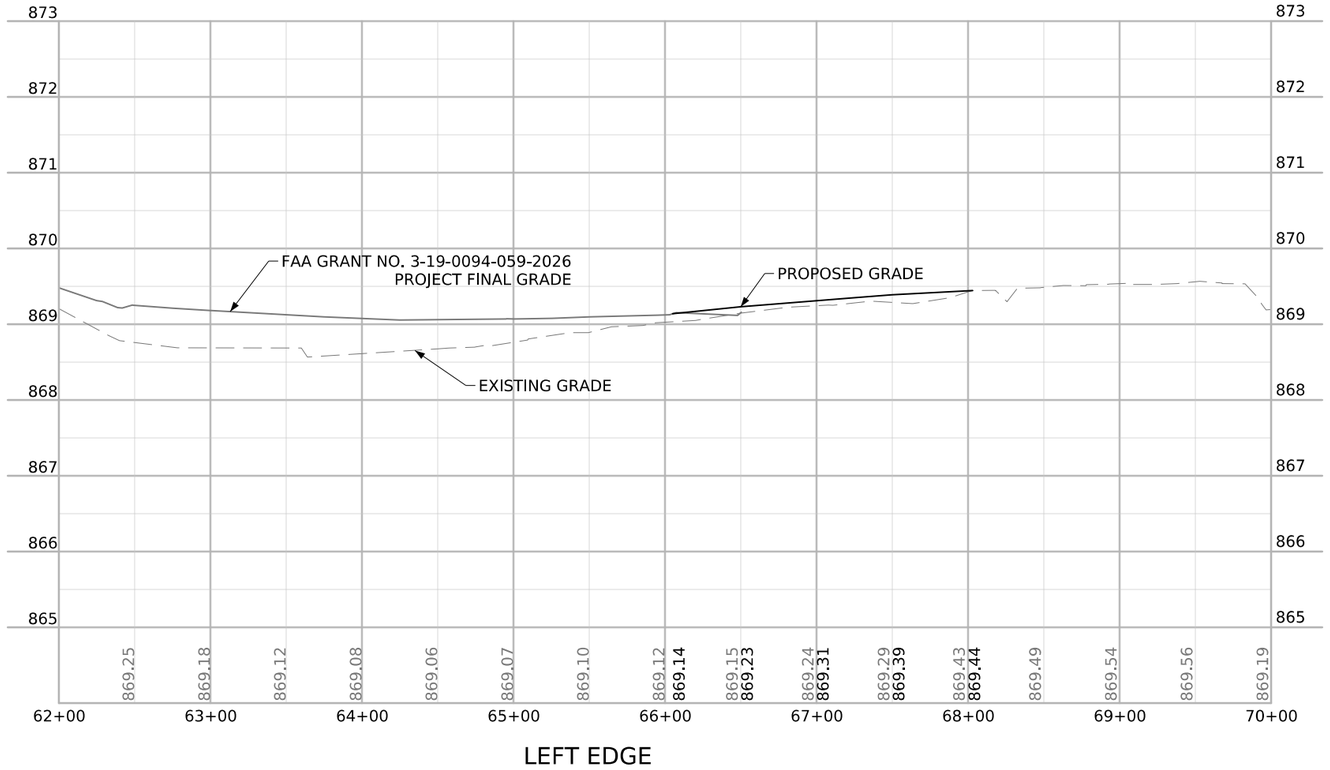
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RWY 18/36 REHAB WITHIN RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

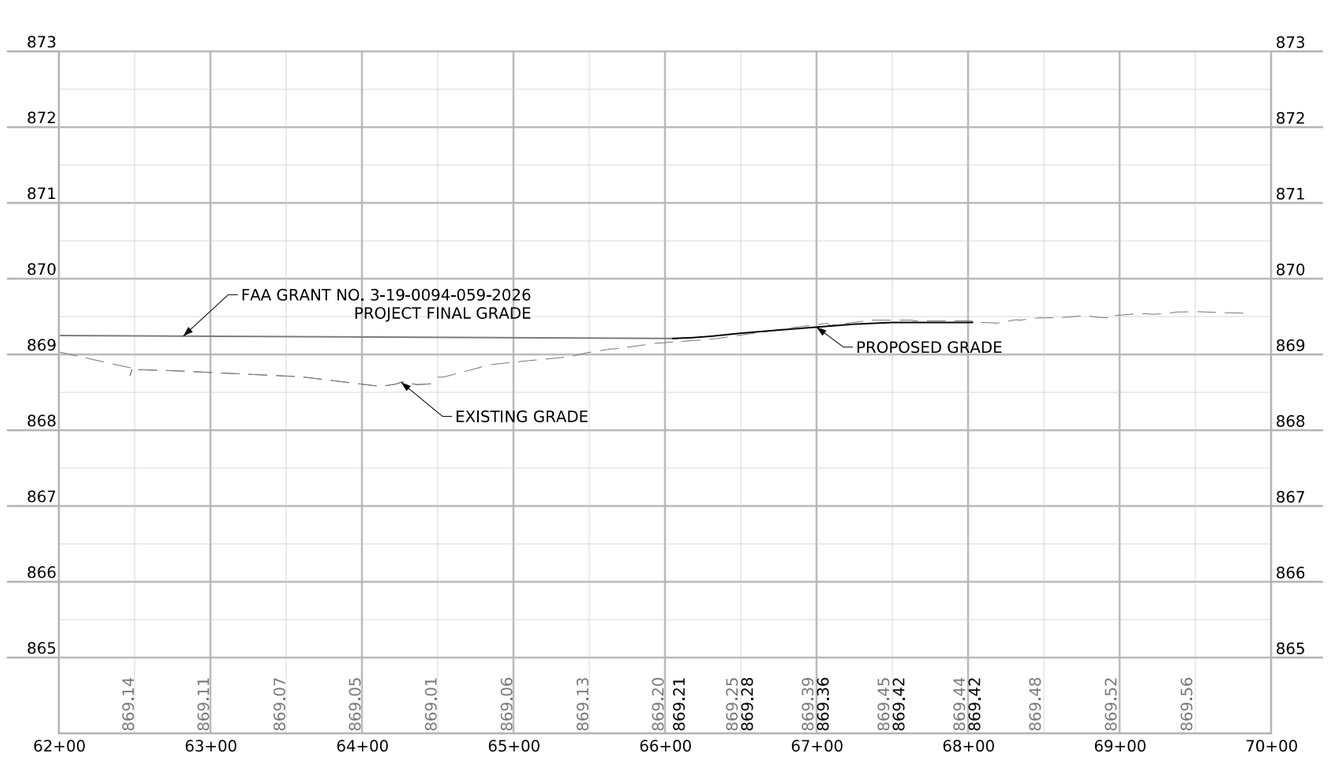
# PLAN AND PROFILE
# STA. 66+05 TO 68+03

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CS202
DRAWING NO. -

SCALE 0' 50' 100'
2' 1' 0'




LEFT EDGE




RIGHT EDGE

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

DRN DBM
DES DBM
CHK DBH
APP DBH

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RWY 18/36 REHAB WITHIN RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

EDGE PROFILES
STA. 64+08 TO 68+03

DATE
MAR 30, 2026

PROJECT NO.
60747512

FILENAME

SHEET NO.
CS203

DRAWING NO.
-

2'
1'
0'

SCALE 0' 50' 100'

$$USERS$$
$$DATE$$
$$SIGNS$$

TAXIWAY B

TAXIWAY C

RUNWAY 12/30

8" ST

10" ST

18" ST

FAA

45+00 46+00 47+00 48+00 49+00 50+00 51+00 52+00 53+00 54+00 55+00 56+00 57+00 58+00 59+00

868 868.4 868.6 868.8 869 869.2 867

SCALE 0' 50' 100'

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|
| | | | | |

| | |
|---|---|
| DRN | DBM |
| DES | DBM |
| CHK | DBH |
| APP | DBH |

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RWY 18/36 REHAB WITHIN RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# GRADING AND DRAINAGE PLAN

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CG100
DRAWING NO. -

$$USERS
$$DATE$$
$$DGNS

RUNWAY 12/30

RUNWAY 18/36

TAXIWAY C

ABANDONED

FAA CABLE

12" ST

18" ST

24" ST

60+00 61+00 62+00 63+00 64+00 65+00 66+00 67+00 68+00 69+00 70+00 71+00 72+00 73+00 74+00

868 870 869 869.4 869.6 869.8 870 870.2 870.4 867 866

SCALE 0' 25' 50'

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|
| | | | | |

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|---|---|
| DRN | DBM |
| DES | DBM |
| CHK | DBH |
| APP | DBH |

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RWY 18/36 REHAB WITHIN RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# GRADING AND DRAINAGE PLAN

DATE MAR 30, 2026

PROJECT NO. 60747512

FILENAME

SHEET NO. CG101

DRAWING NO. -

$$USER$$
$$DATE$$
$$DGN$$

RUNWAY 18/36

12 SPACES @ 12.5'

54 SPACES @ 15'

MATCHLINE (SEE SHEET CP101)

LEGEND

| | |
|---|---|
| 1/2 A | TYPE 1/2 A - EXPANSION JOINT |
| D | TYPE D - DOWELED JOINT |
| E | TYPE E - HINGED JOINT |
| F | TYPE F - DOWELED JOINT |
| H | TYPE H - DUMMY JOINT |

SCALE 0' 20' 40'

$$USER$$
$$DATE$$
$$DGN$$

| | | | |
|---|---|---|---|
| DRN | NOB | | |
| DES | NOB | | |
| CHK | DBH | | |
| APP | DBH | | |

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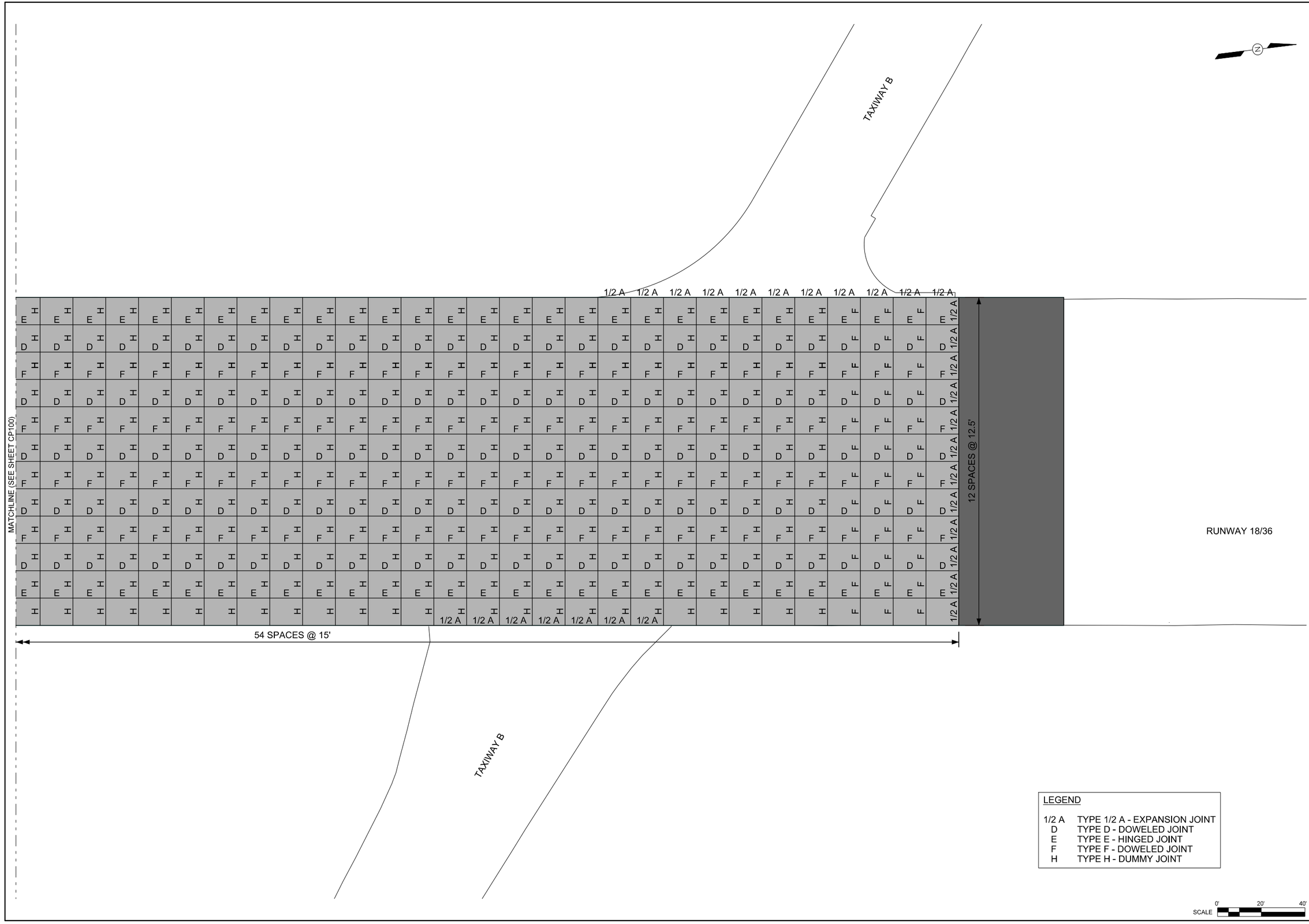
| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

AECOM

RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

JOINTING PLAN

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CP100
DRAWING NO. -




| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

DRN NOB
DES NOB
CHK DBH
APP DBH

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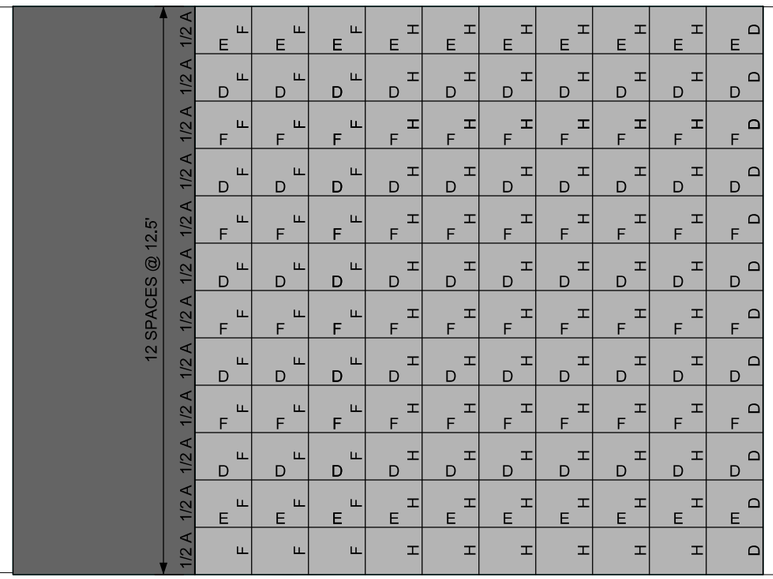
AECOM

RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# JOINTING PLAN

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CP101
DRAWING NO. -

$$USERS$$
$$DATE$$
$$SIGNS$$




RUNWAY 18/36

LEGEND

| | |
|---|---|
| 1/2 A | TYPE 1/2 A - EXPANSION JOINT |
| D | TYPE D - DOWELED JOINT |
| E | TYPE E - HINGED JOINT |
| F | TYPE F - DOWELED JOINT |
| H | TYPE H - DUMMY JOINT |

SCALE 0' 20' 40'

AECOM

| | | | |
|---|---|---|---|
| DRN | NOB | | |
| DES | NOB | | |
| CHK | DBH | | |
| APP | DBH | | |

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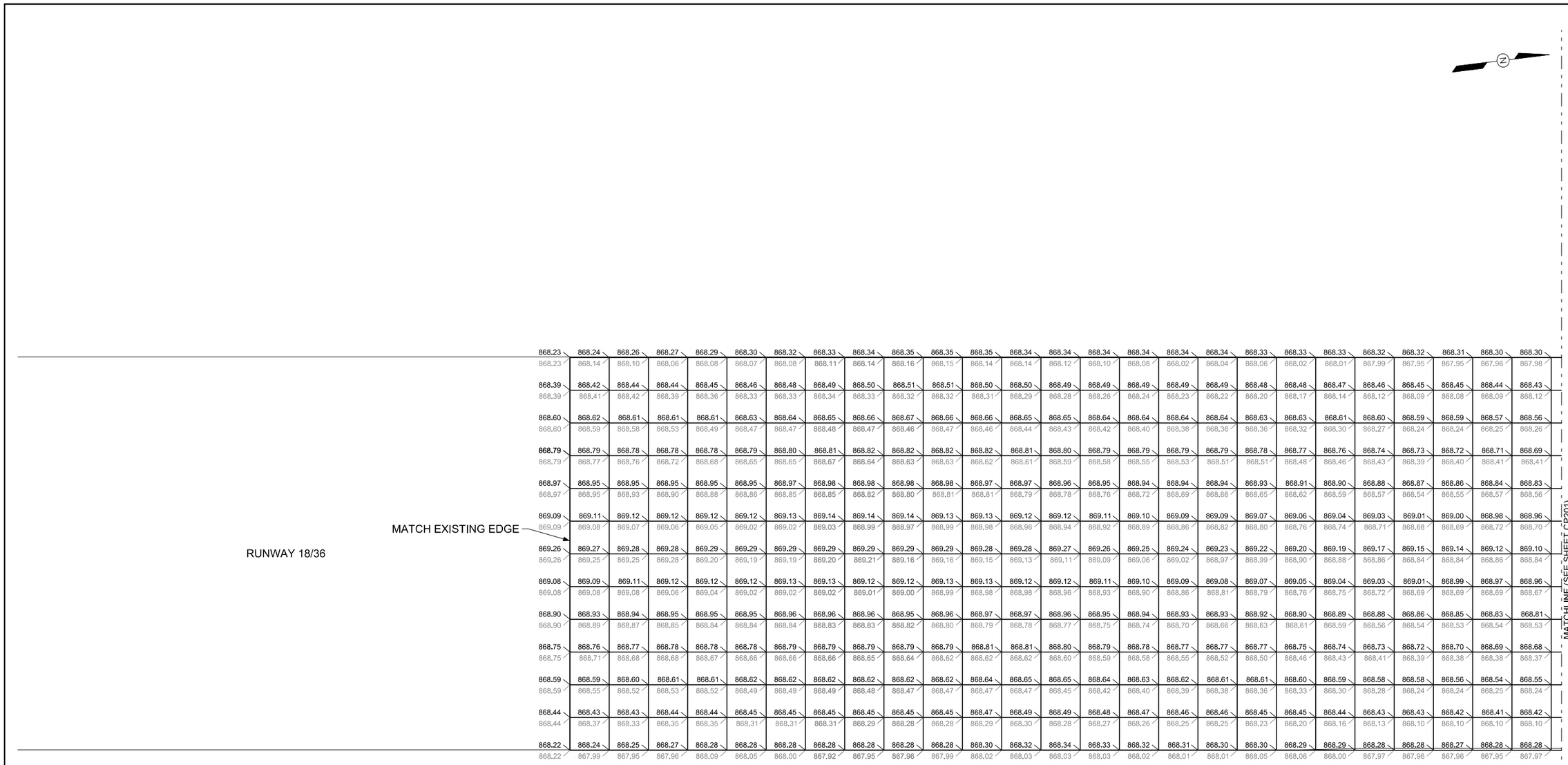
| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

JOINTING PLAN

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CP102
DRAWING NO. -

$$USERS$$
$$DATE$$
$$DGN$$




LEGEND

869.39 FINISHED GRADE
869.37 EXISTING GRADE

SCALE 0' 20' 40'

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

DRN NOB
DES NOB
CHK DBH
APP DBH

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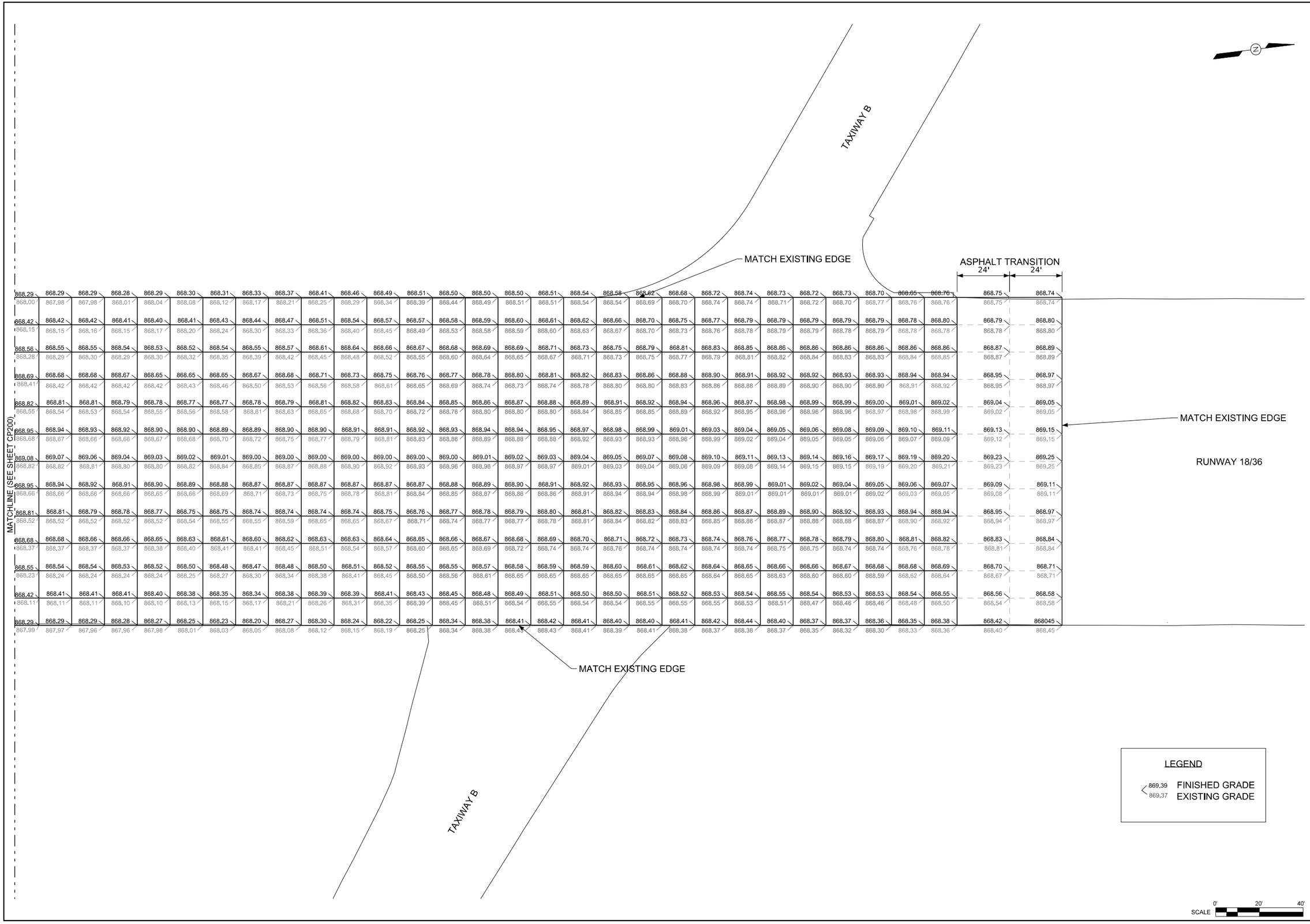
AECOM

RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# SUPPLEMENTAL ELEVATIONS

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CP200
DRAWING NO. -

$$USERS$$
$$DATE$$
$$SIGNS$$




| NO | REVISIONS | DRN | CHK | DATE |
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| | | | | |

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DES NOB
CHK DBH
APP DBH

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# SUPPLEMENTAL ELEVATIONS

DATE
MAR 30, 2026

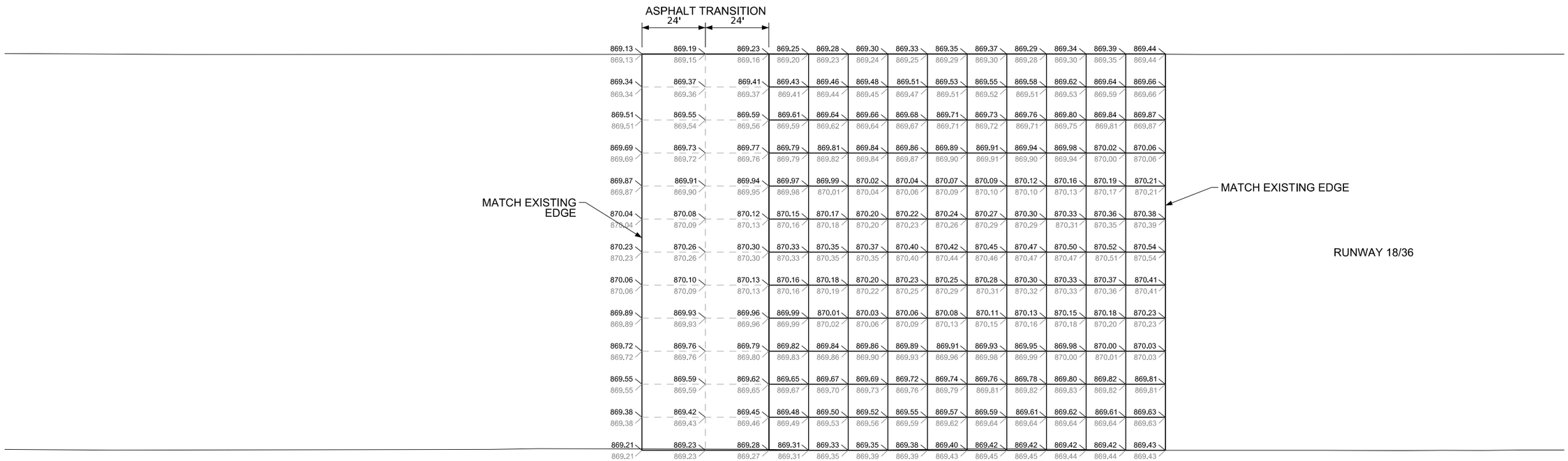
PROJECT NO.
60747512

FILENAME

SHEET NO.
CP201

DRAWING NO.
-

$$USER$$
$$DATE$$
$$DGN$$




LEGEND

869.39 FINISHED GRADE
869.37 EXISTING GRADE

SCALE 0' 20' 40'

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|
| | | | | |

DRN NOB
DES NOB
CHK DBH
APP DBH

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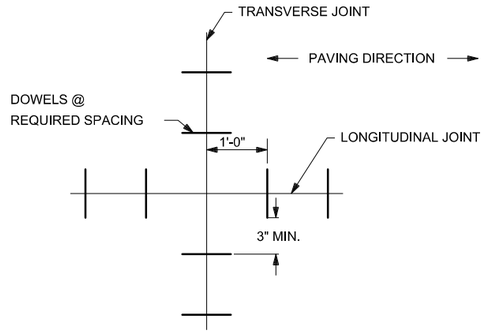
AECOM

RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

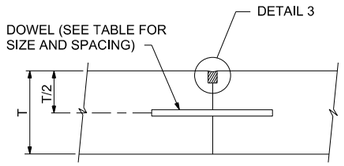
# SUPPLEMENTAL ELEVATIONS

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CP202
DRAWING NO. -

$$USERS$$
$$DATE$$
$$SIGNS$$

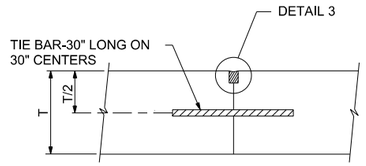



## TYPICAL DOWEL BAR PLACEMENT DETAIL AT JOINT CORNERS
NOT TO SCALE

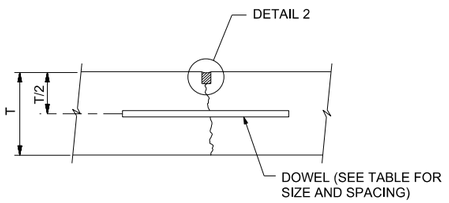



## TYPE D DOWELED *
NOT TO SCALE

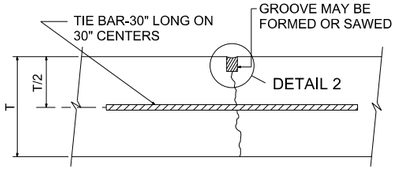
* JOINT TYPE TO BE USED AS TRANSVERSE JOINT AT END OF EACH DAYS POUR OR WHERE ANY HEADER HAS BEEN REQUIRED.



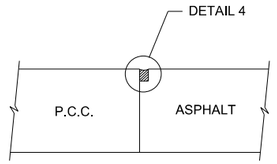

## TYPE E HINGED
NOT TO SCALE



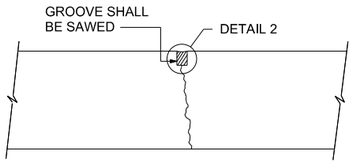

## TYPE F DOWELED
NOT TO SCALE



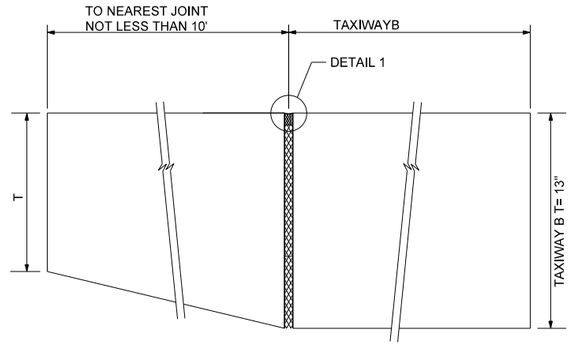

## TYPE G HINGED
NOT TO SCALE



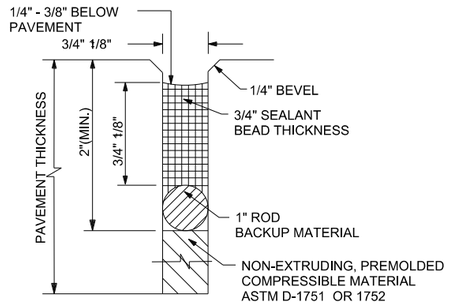

## TYPE "PA" P.C.C. TO ASPHALT
NOT TO SCALE



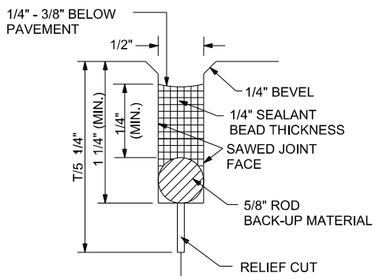

## TYPE H - DUMMY
NOT TO SCALE



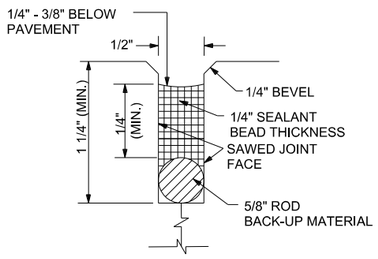

## TYPE 1/2 A - EXPANSION
NOT TO SCALE



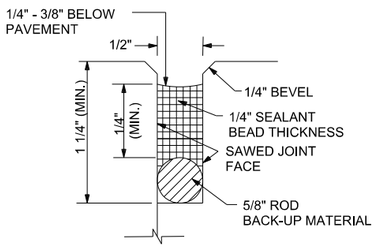

## DETAIL 1
NOT TO SCALE




## DETAIL 2
NOT TO SCALE




## DETAIL 3
NOT TO SCALE




## DETAIL 4
NOT TO SCALE

NOTE: ALL DOWEL BARS AND DEFORMED TIE BARS SHALL BE EPOXY COATED.

NOTE:
ALL SEALANT SHALL BE SILICONE SEALANT FOR PCC AND BITUMINOUS CONCRETE JOINTS. A SILICONE SEALANT COMPATIBLE WITH BOTH PAVEMENT TYPES IS REQUIRED.

NOTE:
ACTUAL JOINT ASPECT RATIO SHOULD BE ADJUSTED TO MEET SPECIFIC JOINT SEALANT MANUFACTURER'S REQUIREMENTS.

## DOWEL TABLE

| PAVEMENT THICKNESS T(IN.) | DOWEL SIZE AND SPACING | | |
|---|---|---|---|
| | DIAMETER | LENGTH | SPACING |
| 7.5" | 1" | 18" | 12" |
| | | | |

## PCC THICKNESS

| | |
|---|---|
| RUNWAY 18-36 | T = 7.5" |
| | |
| | |
| | |
| | |

| | DATE |
|---|---|
| | CHK |
| | DRN |
| REVISIONS | |
| | NO |

DRN NOB
DES NOB
CHK DBH
APP DBH

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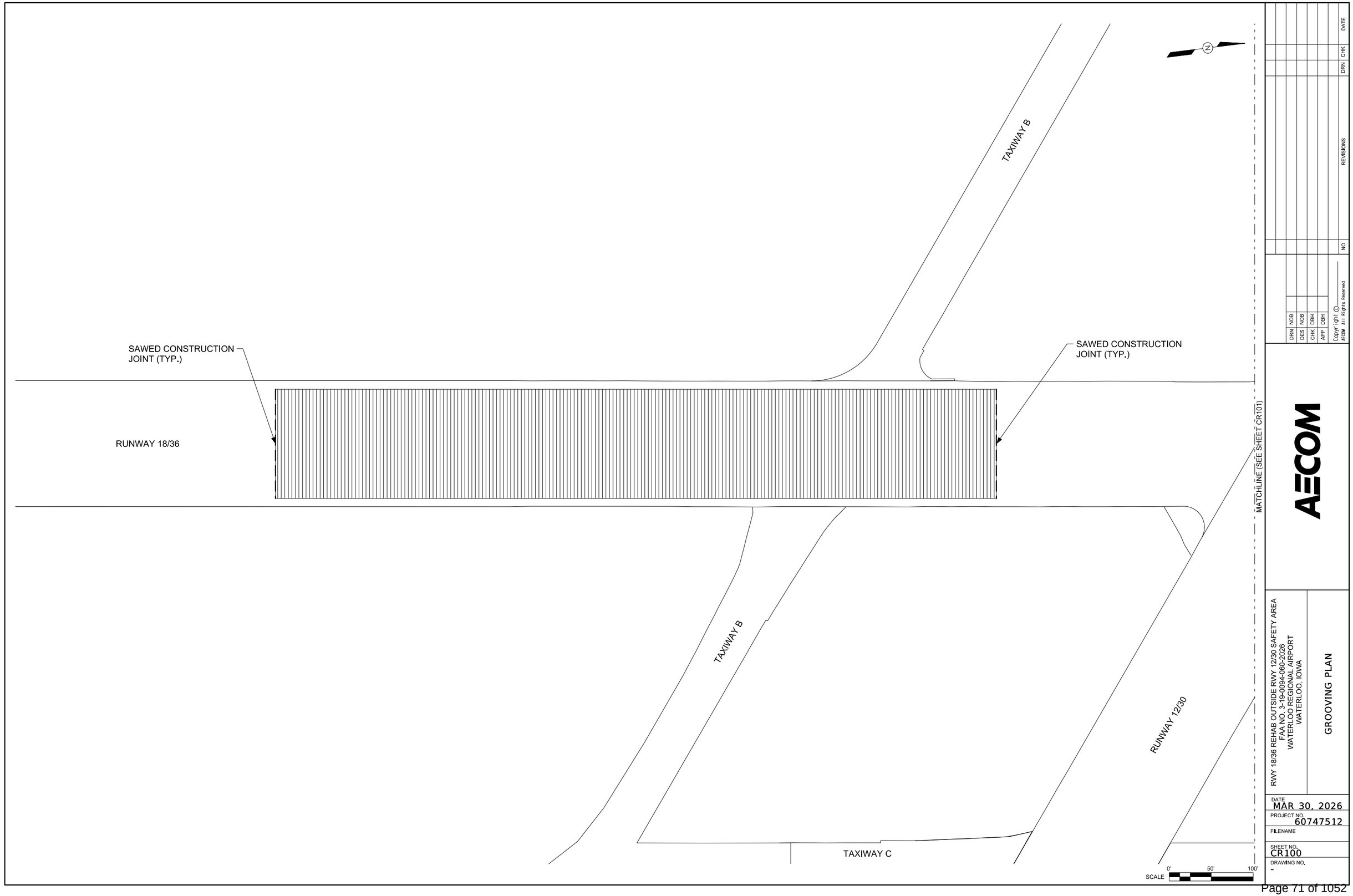
AECOM

RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

JOINTING DETAILS

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CP500
DRAWING NO. -

$$USERS$$
$$DATE$$
$$SIGNS$$




| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

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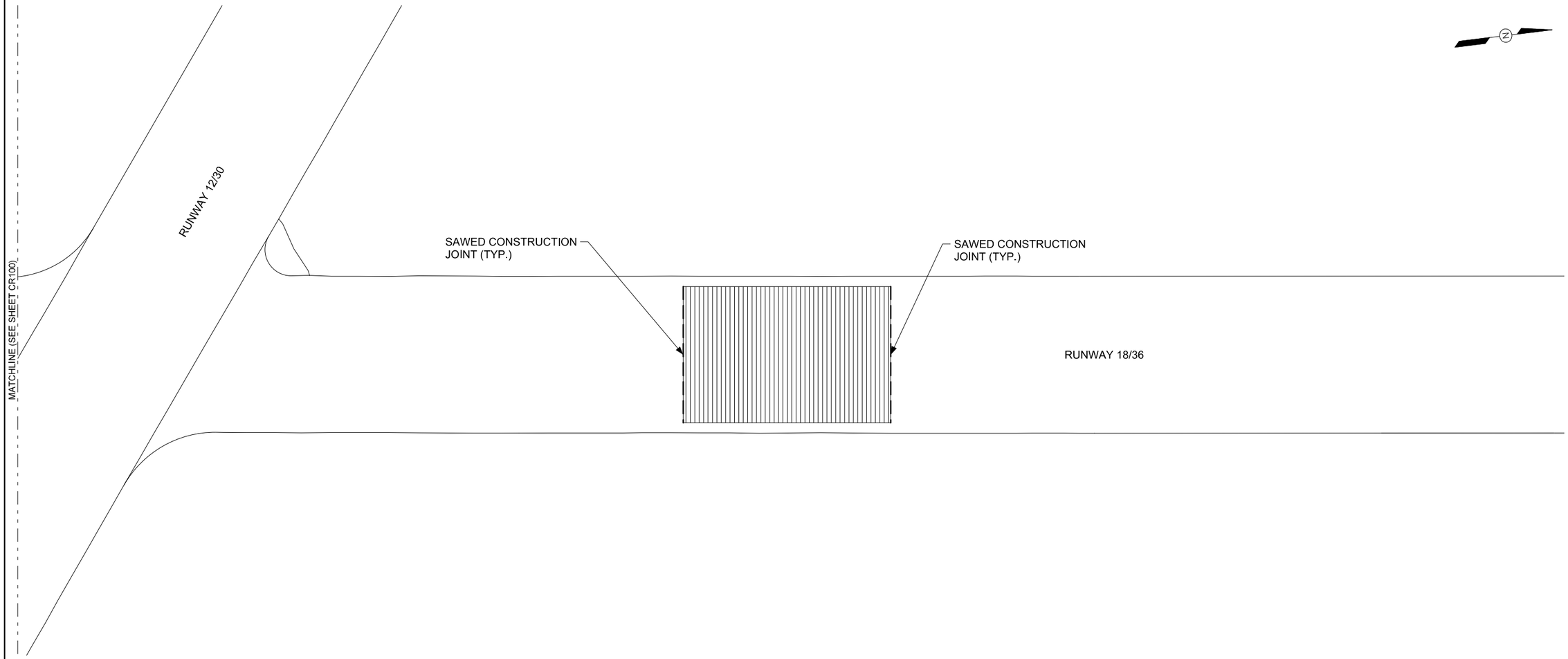
AECOM

RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# GROOVING PLAN

DATE
MAR 30, 2026
PROJECT NO.
60747512
FILENAME
SHEET NO.
CR100
DRAWING NO.
-

$USER$
$DATE$
$DOCNS$



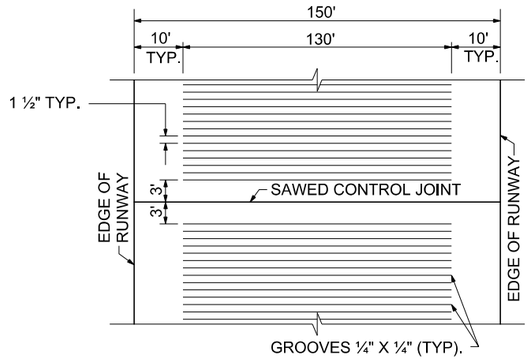

PAVEMENT GROOVING NOTES:

A. THE GROOVES SHALL BE CONTINUOUS FOR THE ENTIRE RUNWAY OR TAXIWAY AREAS AS SHOWN AND TRANSVERSE (PERPENDICULAR) TO THE DIRECTION OF AIRCRAFT LANDING AND TAKEOFF OPERATIONS.

B. GROOVING THROUGH LONGITUDINAL OR DIAGONAL SAW KERFS WHERE LIGHTING CABLES ARE INSTALLED SHALL BE AVOIDED. GROOVES MAY BE CONTINUED THROUGH LONGITUDINAL CONSTRUCTION JOINTS.

C. EXTREME CARE MUST BE EXERCISED WHEN GROOVING NEAR IN-PAVEMENT LIGHT FIXTURES AND SUBSURFACE WIRING. GROOVES SHALL BE SAWED NO CLOSER THAN 6 INCHES AND NO MORE THAN 18 INCHES FROM IN-PAVEMENT LIGHT FIXTURES

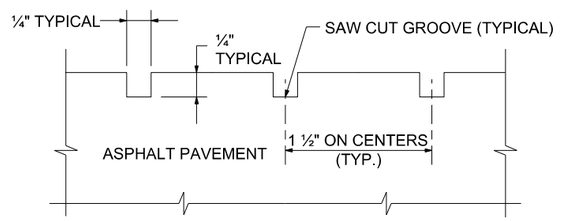
D. CLEANUP IS EXTREMELY IMPORTANT AND SHOULD BE CONTINUOUS THROUGHOUT THE GROOVING OPERATIONS. THE WASTE MATERIAL COLLECTED DURING THE GROOVING OPERATION MUST BE DISPOSED OF LEGALLY OFFSITE BY VACUUMING COLLECTION.




NOTE: GROOVING SHALL NOT BEGIN UNTIL JOINTS ARE SEALED.

## RUNWAY GROOVING DETAIL

NOT TO SCALE




## TYPICAL CROSS SECTION

NOT TO SCALE

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

DRN NOB
DES NOB
CHK DBH
APP DBH

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

GROOVING PLAN AND DETAILS

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CR101
DRAWING NO. -

$$USERS$$
$$DATE$$
$$SIGNS$$

NOTE:
ALL MARKINGS SHALL BE OUTLINED IN
NON-REFELECTIVE BLACK PAINT

RUNWAY CENTERLINE MARKING
36" WIDE BY 120" LONG
REFLECTIVE WHITE STRIPE (TYP.)

AIMING POINT MARKING
30' WIDE BY 150' LONG
REFLECTIVE WHITE STRIPE

REIL

VASI

60'

40'

18+00
19+00
20+00
21+00
22+00
23+00
24+00
25+00
26+00
27+00
28+00
29+00
30+00
31+00
32+00

72'

36'

36'

THRESHOLD MARKING. 12-5.75'
WIDE BY 150' LONG
REFLECTIVE WHITE STRIPES
WITH 5.75' SPACING STARTING
5.75' EITHER SIDE OF RUNWAY
CENTERLINE

RUNWAY 18/36

RUNWAY NUMERALS
REFLECTIVE WHITE
(SEE DETAIL)

20

150'

40'

80'

120'

REIL

17.5'

1000'

150'

ENHANCED RUNWAY
HOLDING POSITION
MARKING ON TAXIWAY
(SEE DETAIL) (TYP.)

TAXIWAY A

MATCHLINE (SEE SHEET CT102)

0' 50' 100'
SCALE

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

| | | | |
|---|---|---|---|
| DRN | NOB | DES | NOB |
| CHK | DBH | APP | DBH |

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

MARKING PLAN

DATE
MAR 30, 2026

PROJECT NO.
60747512

FILENAME

SHEET NO.
CT101

DRAWING NO.
-

$$USERS$$
$$DATE$$
$$SIGNS$$

NOTE:
ALL MARKINGS SHALL BE OUTLINED IN
NON-REFELECTIVE BLACK PAINT

RUNWAY CENTERLINE MARKING
36" WIDE BY 120" LONG
REFLECTIVE WHITE STRIPE (TYP.)

MATCHLINE (SEE SHEET CT101)

33+00 34+00 35+00 36+00 37+00 38+00 39+00 40+00 41+00 42+00 43+00 44+00 45+00 46+00 47+00

RUNWAY 18/36

MATCHLINE (SEE SHEET CT103)

SCALE 0' 50' 100'

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

| | | |
|---|---|---|
| DRN | NOB | |
| DES | NOB | |
| CHK | DBH | |
| APP | DBH | |

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

MARKING PLAN

DATE
MAR 30, 2026

PROJECT NO.
60747512

FILENAME

SHEET NO.
CT102

DRAWING NO.
-

$$USERS
$$DATE$$
$$DGN$$

NOTE:
ALL MARKINGS SHALL BE OUTLINED IN
NON-REFELECTIVE BLACK PAINT

RUNWAY CENTERLINE MARKING
36" WIDE BY 120" LONG
REFLECTIVE WHITE STRIPE (TYP.)

TAXIWAY B

END MARKING
STA. 58+90.00

MATCHLINE (SEE SHEET CT102)

48+00 49+00 50+00 51+00 52+00 53+00 54+00 55+00 56+00 57+00 58+00 59+00 60+00 61+00 62+00

200' 200'

140' 80' 140' 80' 140'

MATCHLINE (SEE SHEET CT104)

RUNWAY 18/36

R 75' R 75'

STA: 53+48.45
OFF: 79.75' RT

STA: 55+21.70
OFF: 79.75' RT

TAXIWAY INTERSECTING RUNWAY MARKING (SEE DETAIL) (TYP.)

RUNWAY 12/30

60+00

BEGIN MARKING
STA. 61+70.00

TAXIWAY C

SCALE 0' 50' 100'

$$USER$$
$$DATE$$
$$DGN$$

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

DRN NOB
DES NOB
CHK DBH
APP DBH

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

MARKING PLAN

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CT103
DRAWING NO. -

NOTE:
ALL MARKINGS SHALL BE OUTLINED IN
NON-REFELECTIVE BLACK PAINT

RUNWAY CENTERLINE MARKING
36" WIDE BY 120" LONG
REFLECTIVE WHITE STRIPE (TYP.)

RUNWAY 12/30

MATCHLINE (SEE SHEET CT103)

63+00 64+00 65+00 66+00 67+00 68+00 69+00 70+00 71+00 72+00 73+00 74+00 75+00 76+00 77+00

72'

36'

36'

RUNWAY 18/36

120' 80'

150' 1000'

VASI

MATCHLINE (SEE SHEET CT105)

TAXIWAY C

SCALE 0' 50' 100'

$$USER$$
$$DATE$$
$$DGN$$

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

| | | |
|---|---|---|
| DRN | NOB | |
| DES | NOB | |
| CHK | DBH | |
| APP | DBH | |

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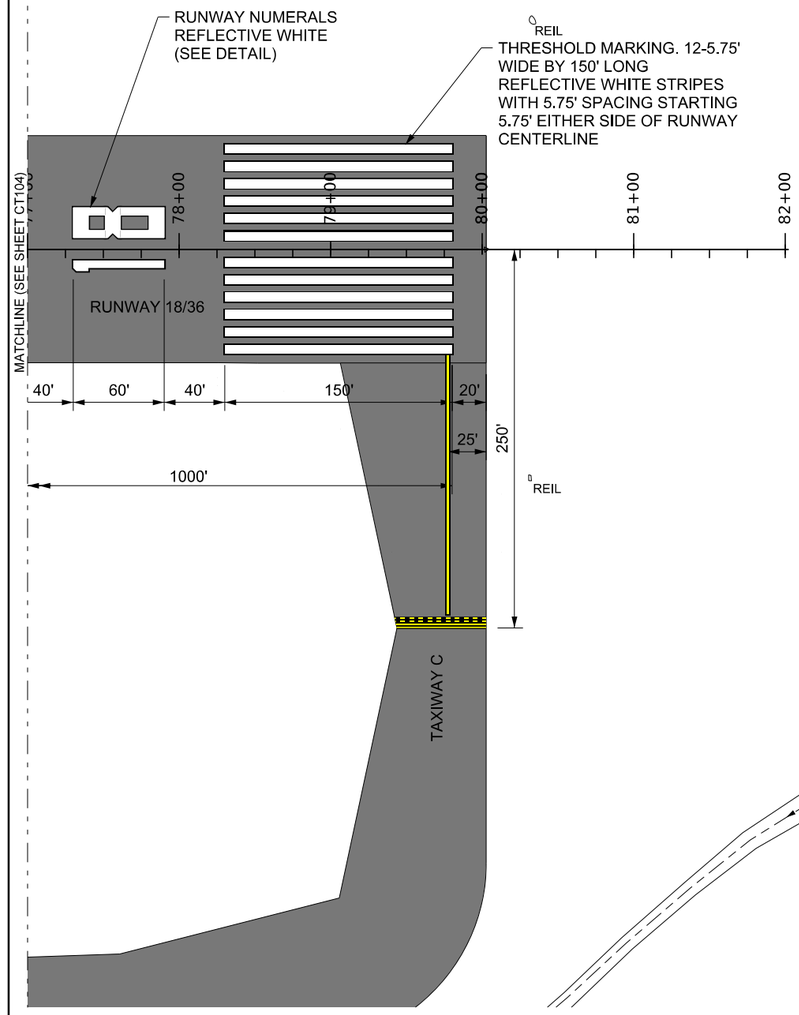
AECOM

RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

MARKING PLAN

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CT104
DRAWING NO. -

NOTE:
ALL MARKINGS SHALL BE OUTLINED IN
NON-REFELECTIVE BLACK PAINT




SCALE 0' 50' 100'

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

DRN NOB
DES NOB
CHK DBH
APP DBH

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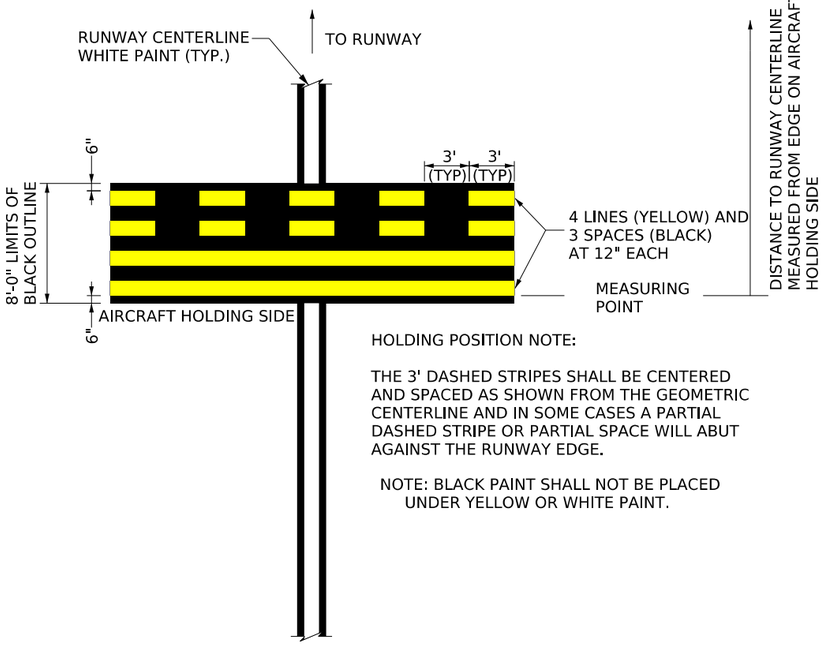
AECOM

RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# MARKING PLAN

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CT105
DRAWING NO. -

$$USER$$
$$DATE$$
$$SIGN$$



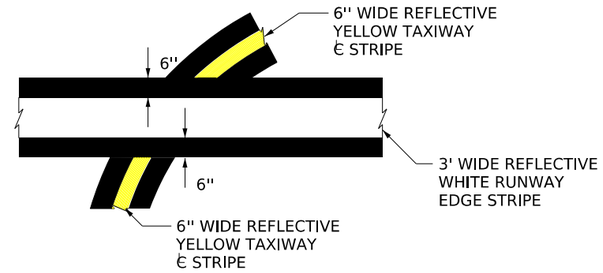

HOLDING POSITION NOTE:

THE 3' DASHED STRIPES SHALL BE CENTERED AND SPACED AS SHOWN FROM THE GEOMETRIC CENTERLINE AND IN SOME CASES A PARTIAL DASHED STRIPE OR PARTIAL SPACE WILL ABUT AGAINST THE RUNWAY EDGE.

NOTE: BLACK PAINT SHALL NOT BE PLACED UNDER YELLOW OR WHITE PAINT.

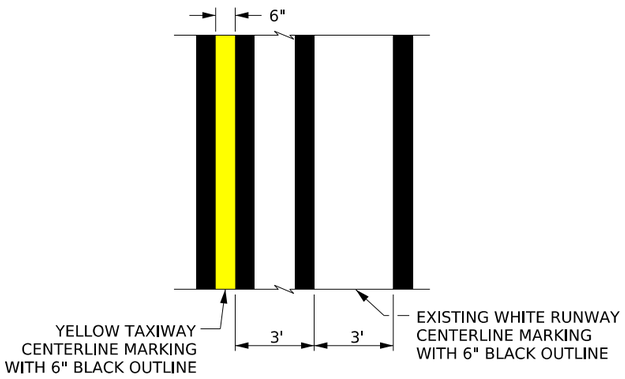
## RUNWAY/RUNWAY HOLDING POSITION MARKING DETAIL

NOT TO SCALE



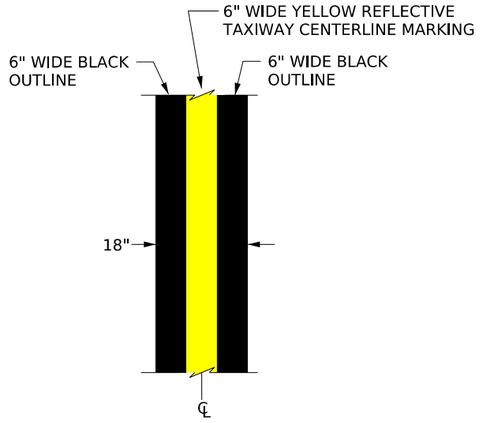

## TAXIWAY ℄ STRIPE INTERSECTING RUNWAY EDGE STRIPE MARKING DETAIL

NOT TO SCALE




## TAXIWAY INTERSECTING RUNWAY MARKING DETAIL

NOT TO SCALE




## TAXILANE CENTERLINE MARKING DETAIL

NOT TO SCALE

REVISIONS

| NO | DESCRIPTION | DRN | CHK | DATE |
|---|---|---|---|---|

DRN JEP
DES JEP
CHK DBH
APP DBH

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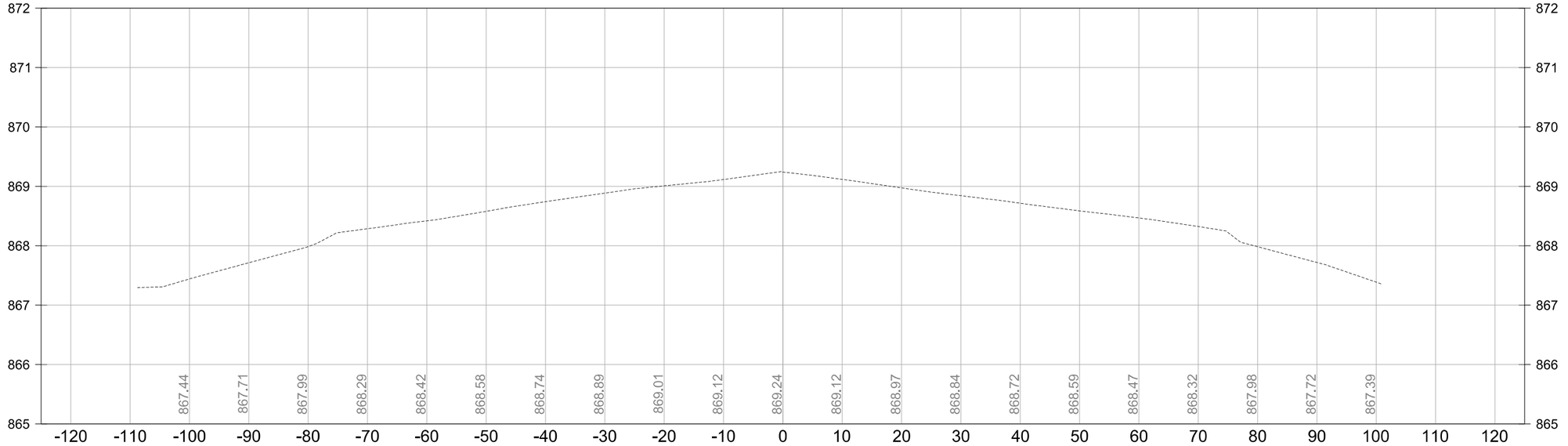
RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

MARKING DETAILS

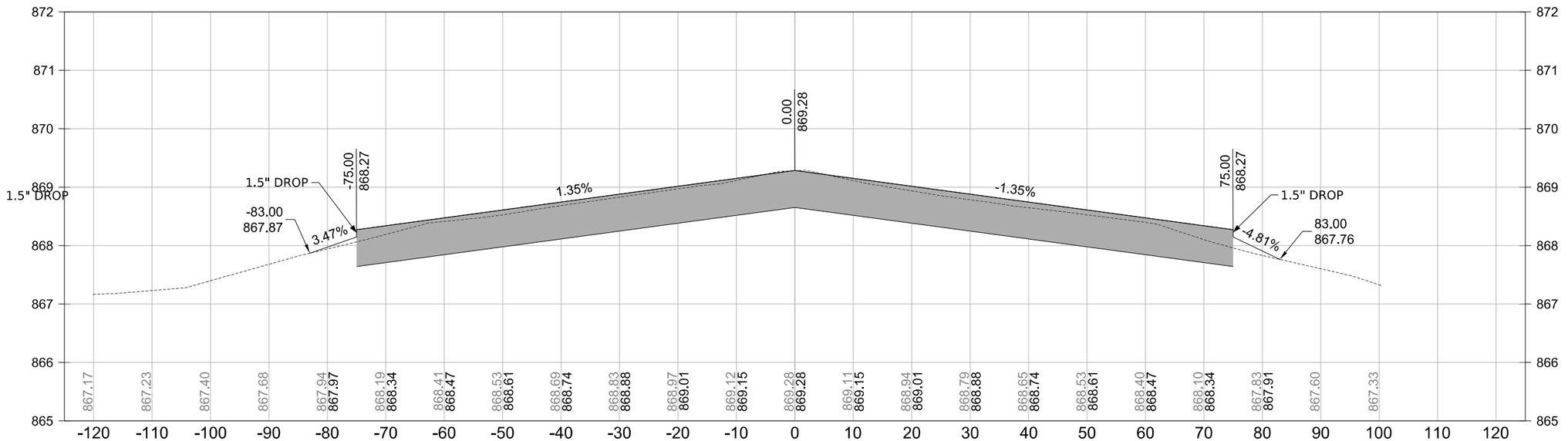
DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CT500
DRAWING NO. -

$$USERS$$
$$DATE$$
$$DGNS$$

## 48+00.00




## 48+50.00




SCALE 0' 10' 20'

2' 1' 0'

| NO | REVISIONS | DRN | CHK | DATE |
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CHK DBH
APP DBH

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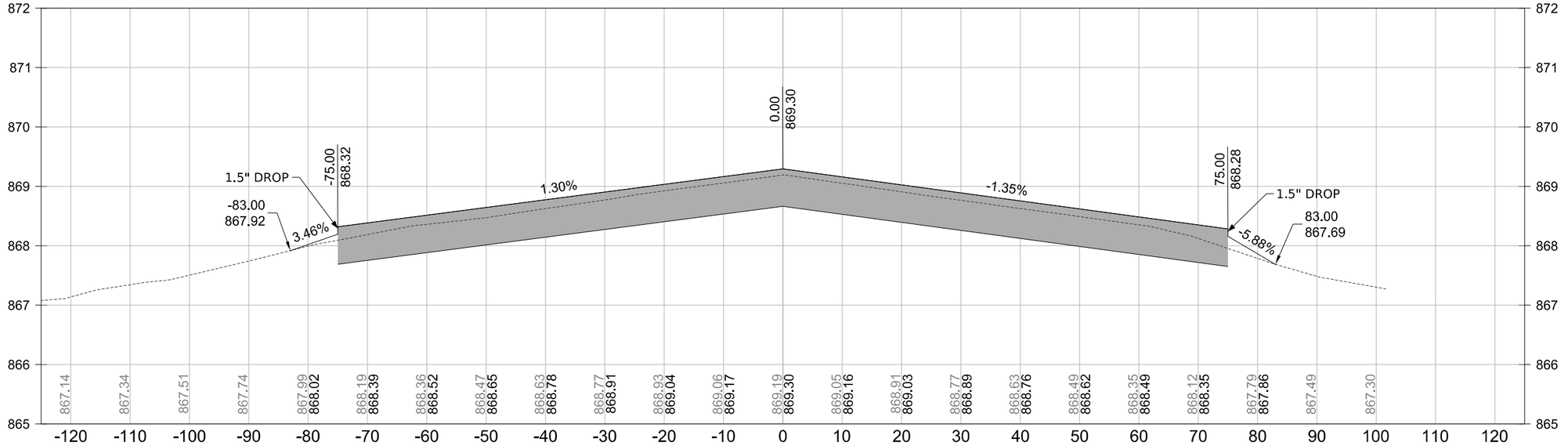
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FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

CROSS SECTIONS

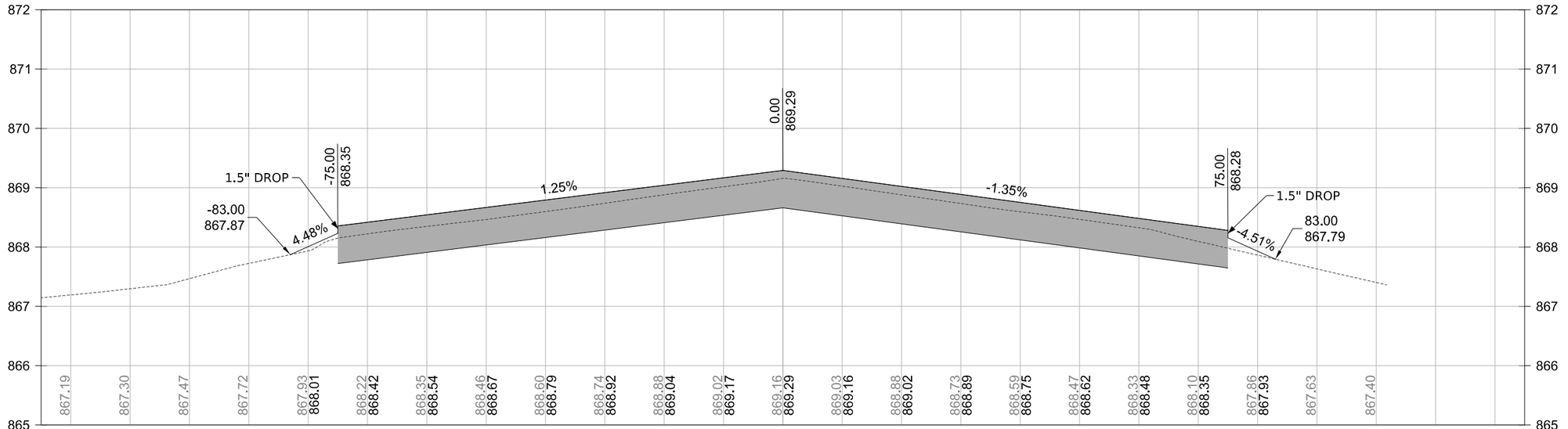
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FILENAME
SHEET NO. CS301
DRAWING NO. -

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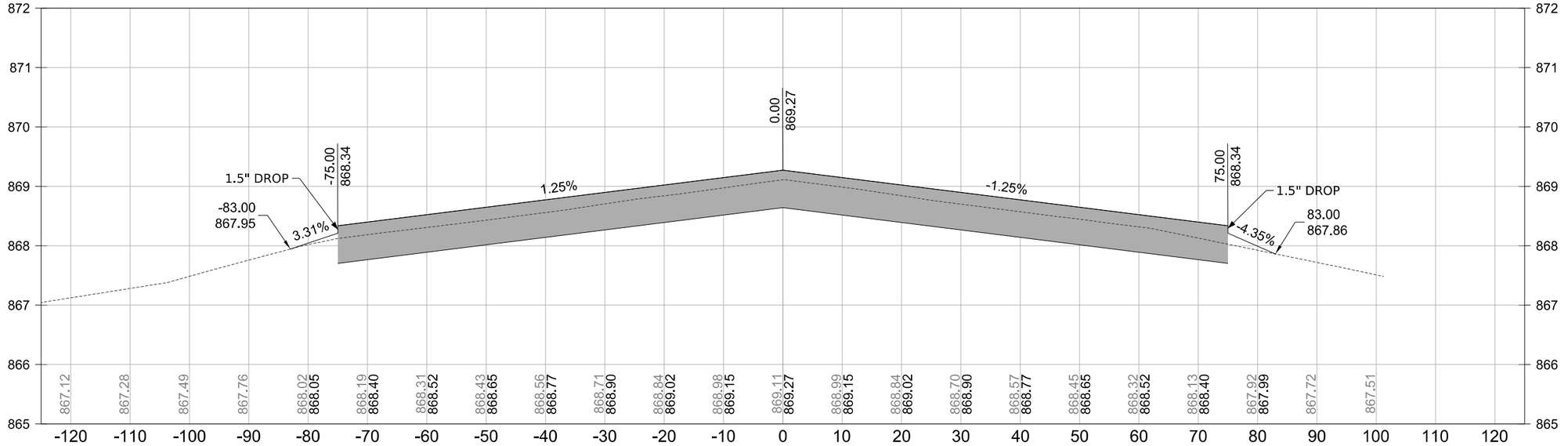
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WATERLOO, IOWA

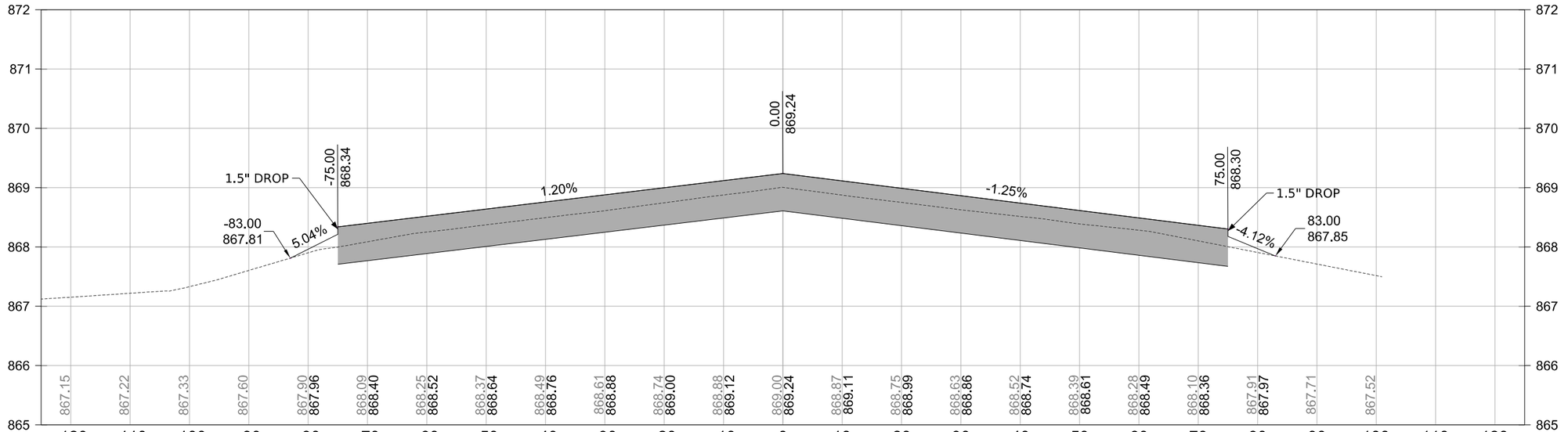
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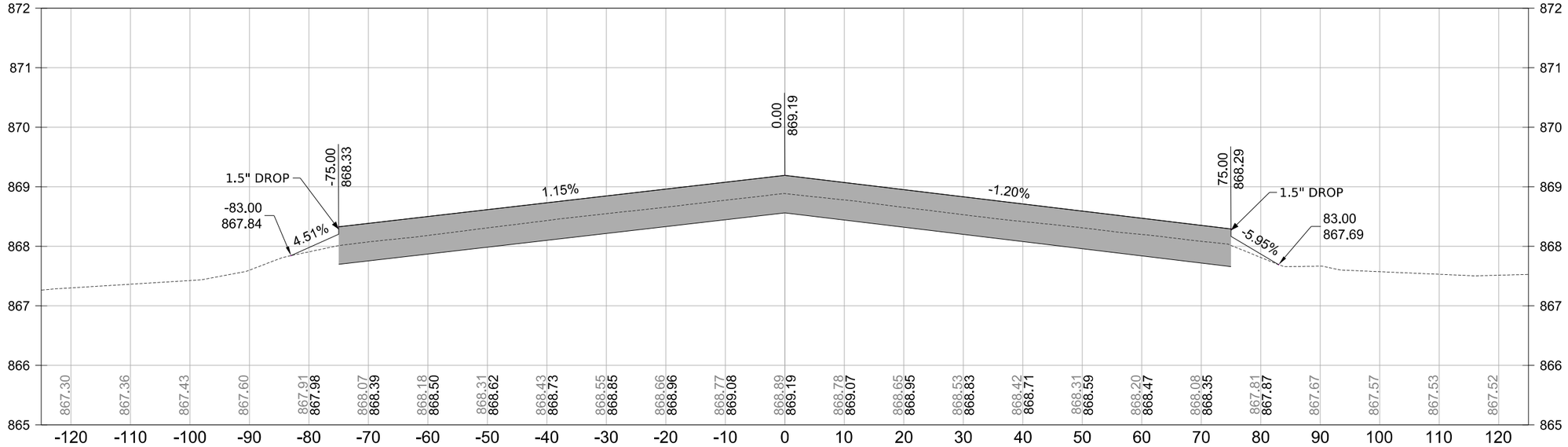
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WATERLOO, IOWA

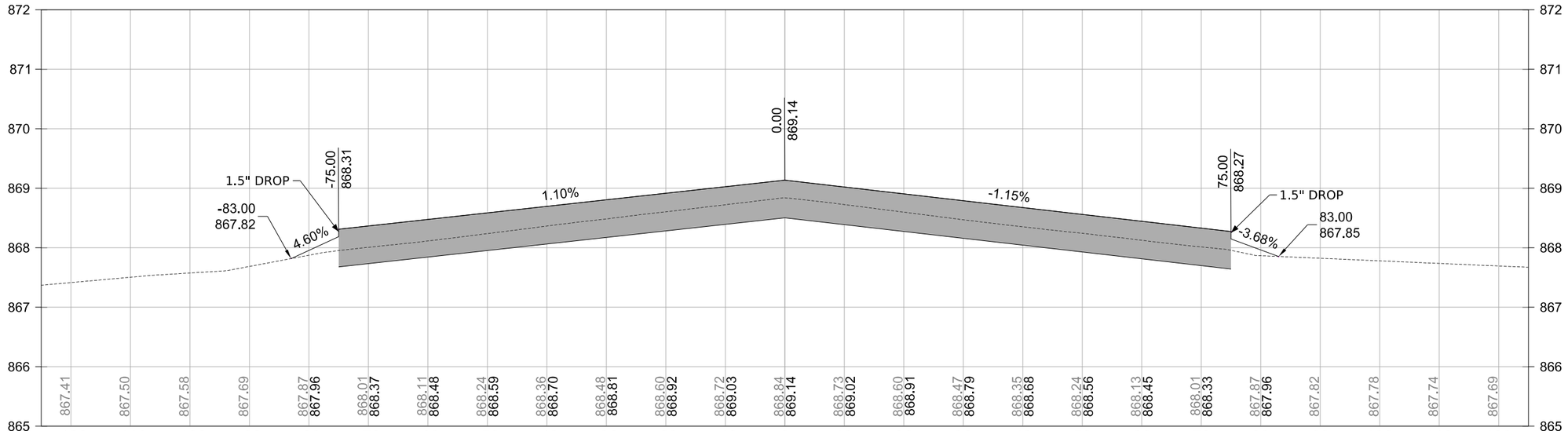
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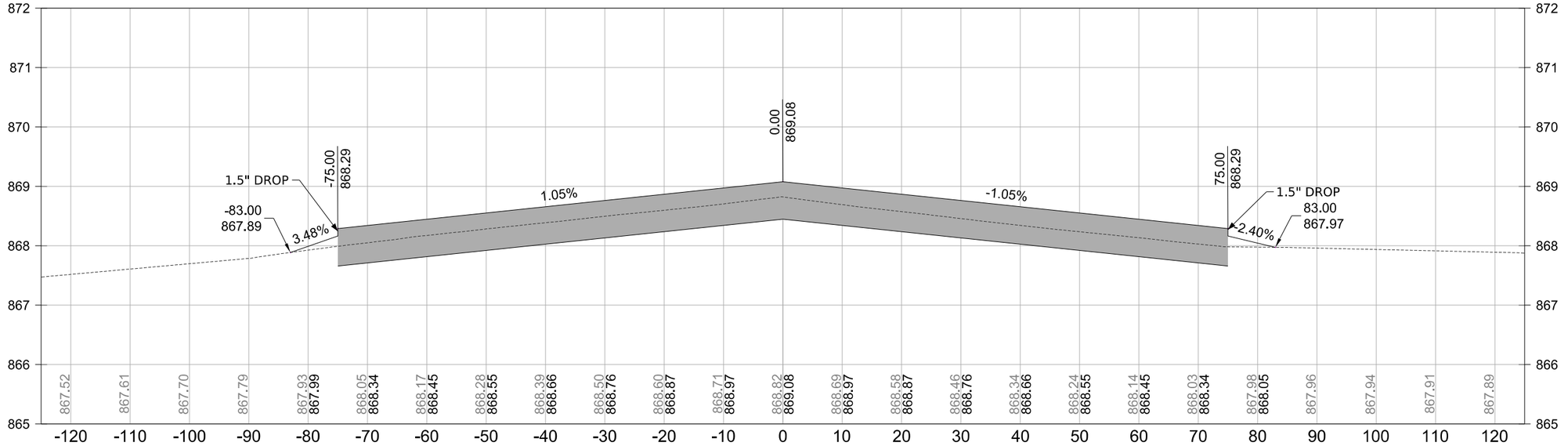
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WATERLOO, IOWA

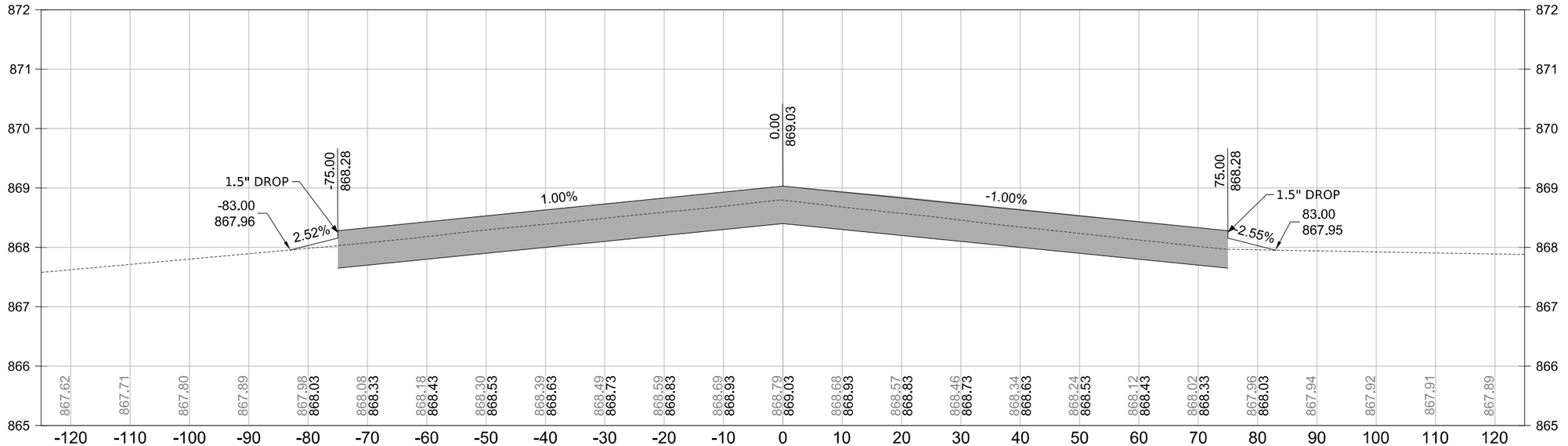
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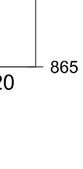
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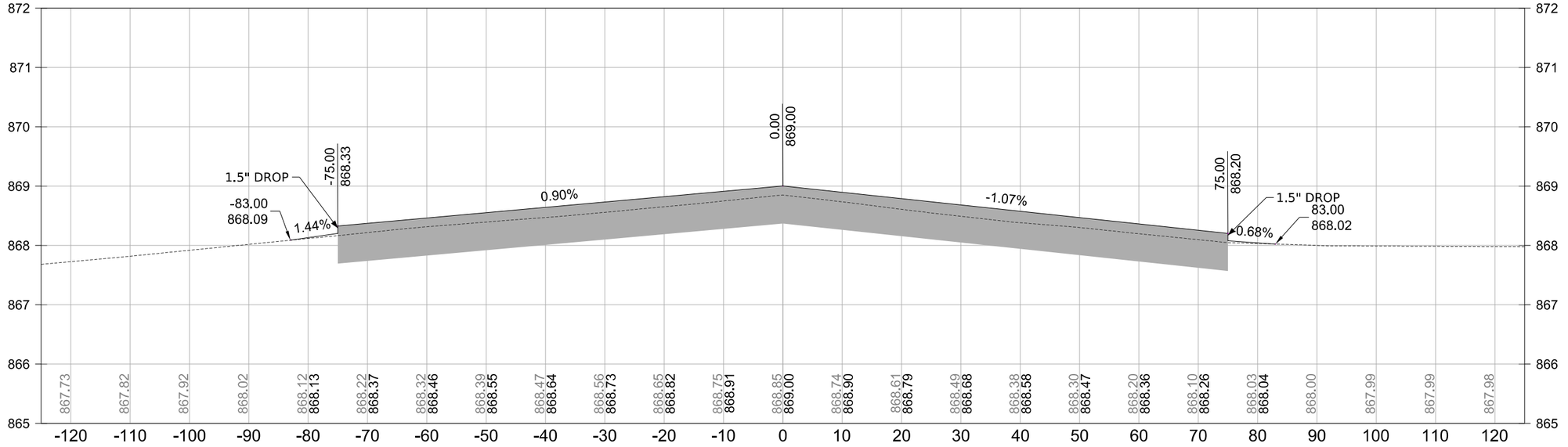
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WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

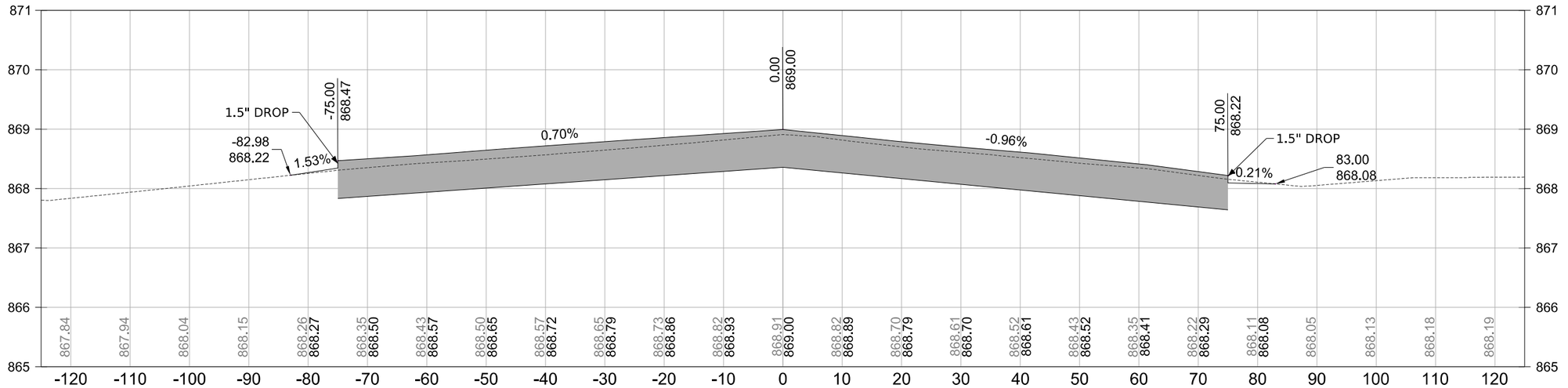
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DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CS305
DRAWING NO. -

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## 53+50.00




2'
1'
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0' 10' 20'
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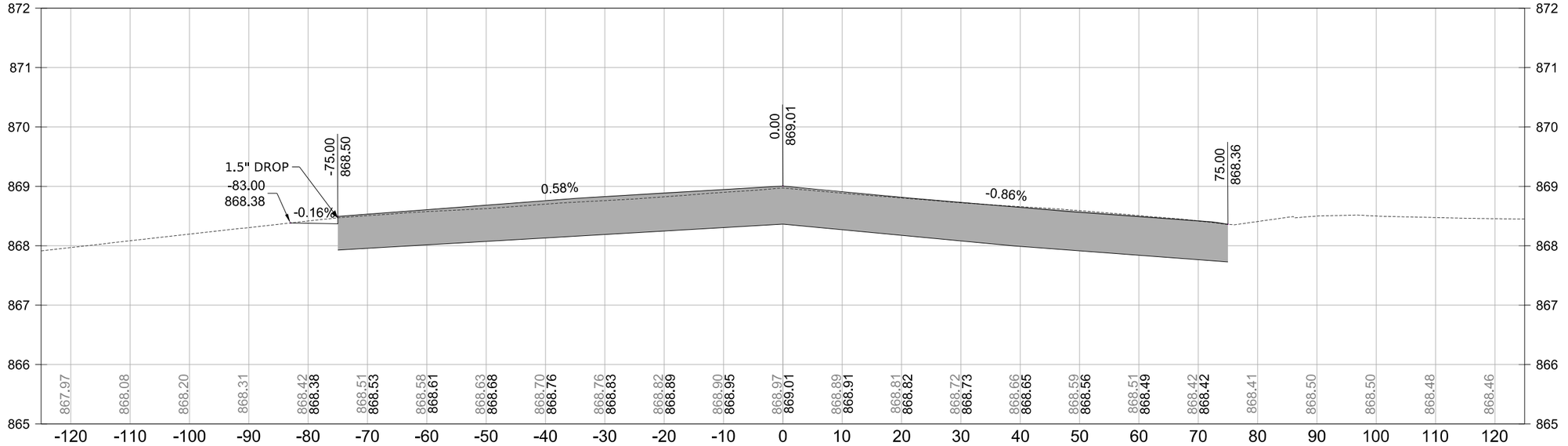
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WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

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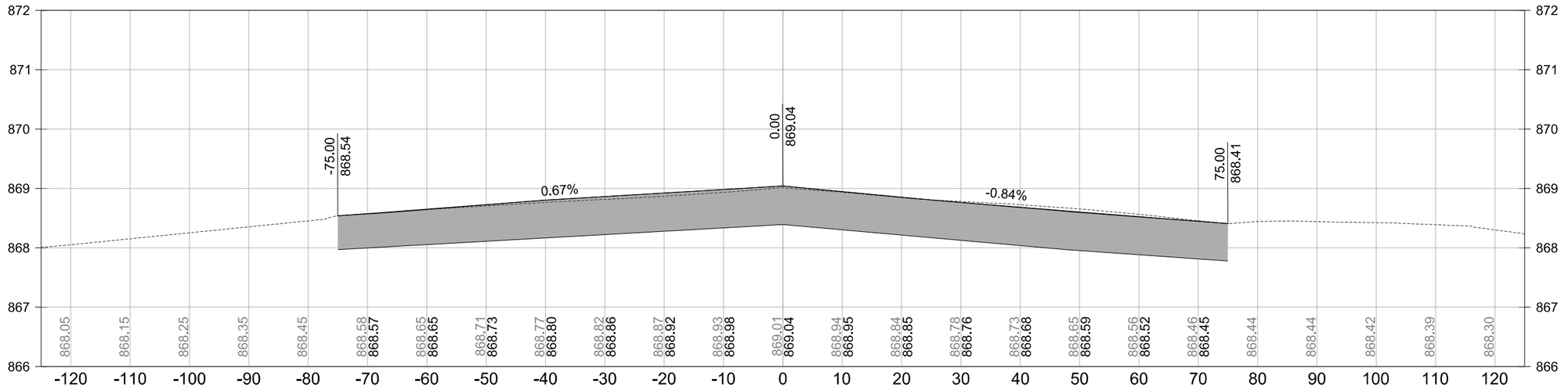
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MAR 30, 2026
PROJECT NO.
60747512
FILENAME
SHEET NO.
CS306
DRAWING NO.
-

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SCALE 0' 10' 20'

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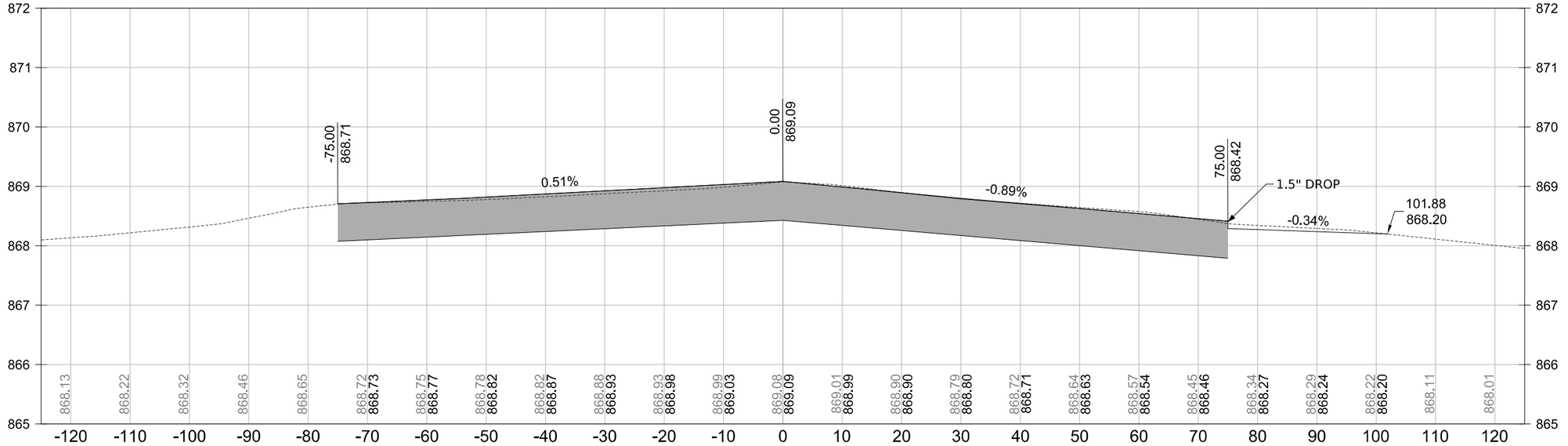
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FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

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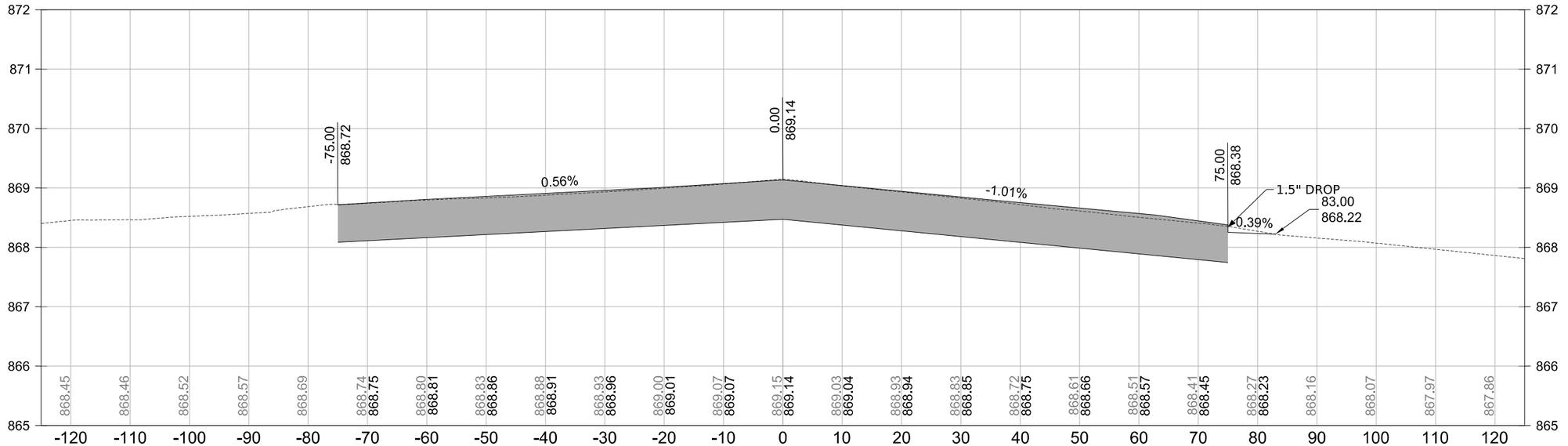
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2' 1' 0'

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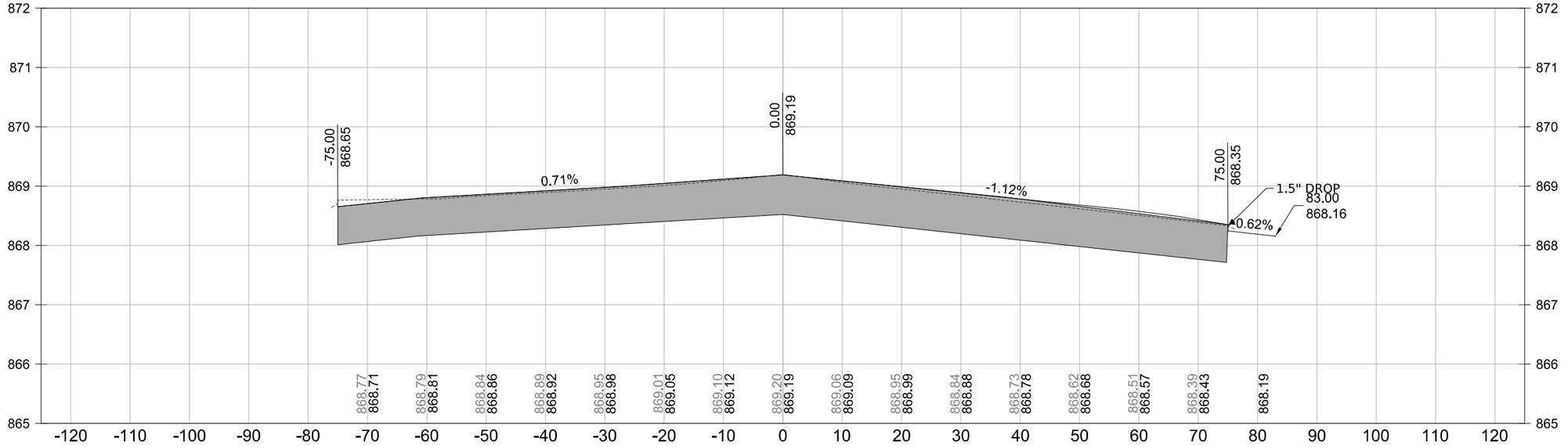
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FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

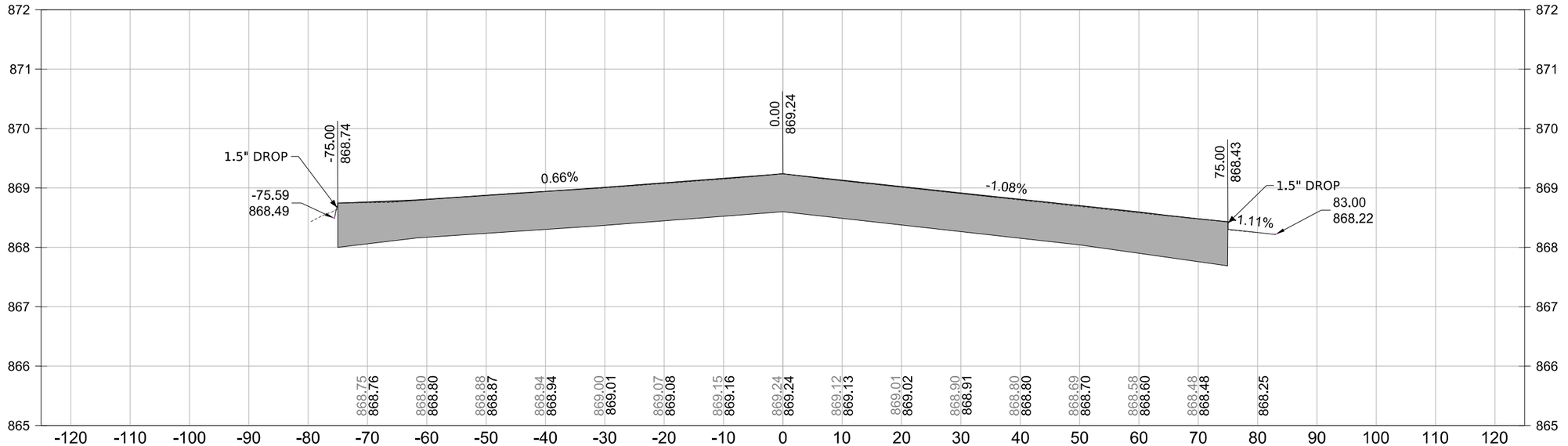
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DATE MAR 30, 2026
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DRAWING NO. -

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2' 1' 0'

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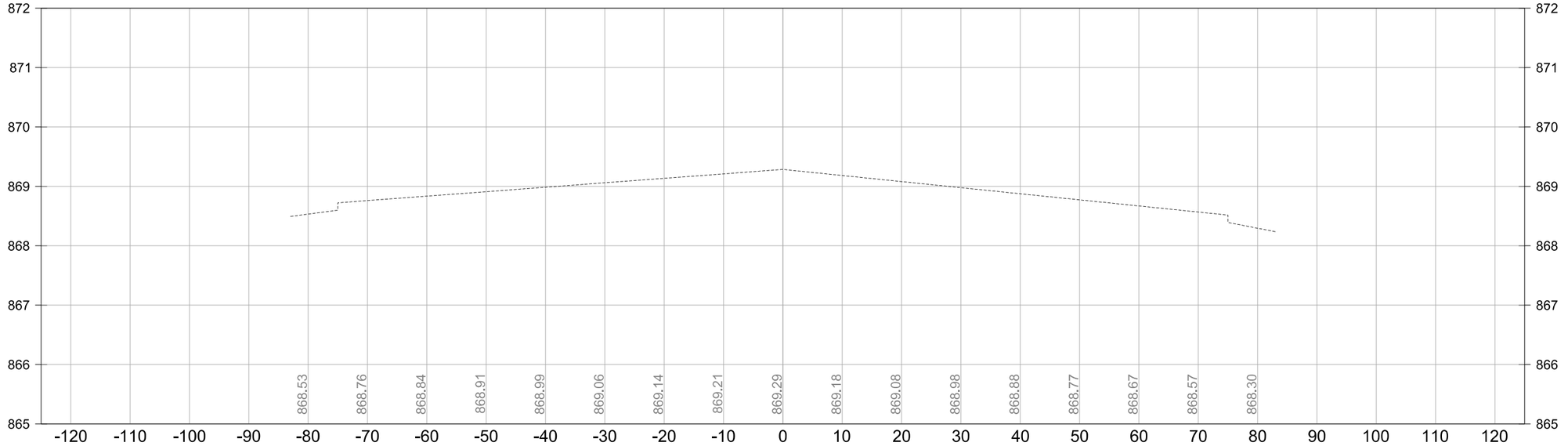
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FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

CROSS SECTIONS

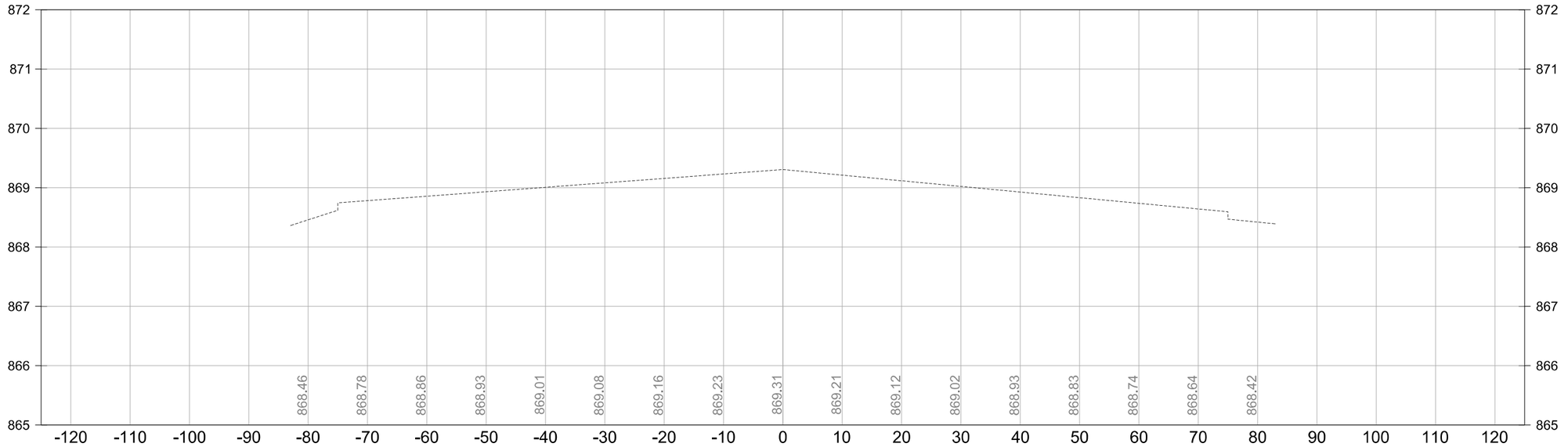
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RWY 18/36 REHAB WITHIN RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

CROSS SECTIONS

DATE
MAR 30, 2026

PROJECT NO.
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FILENAME

SHEET NO.
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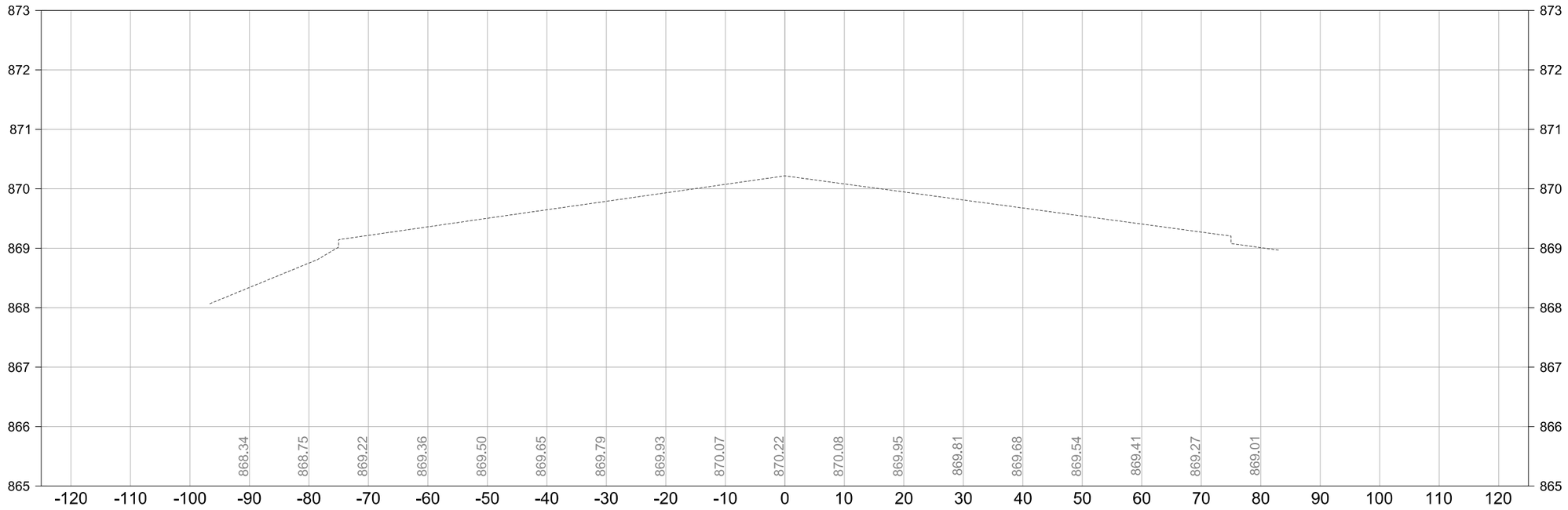
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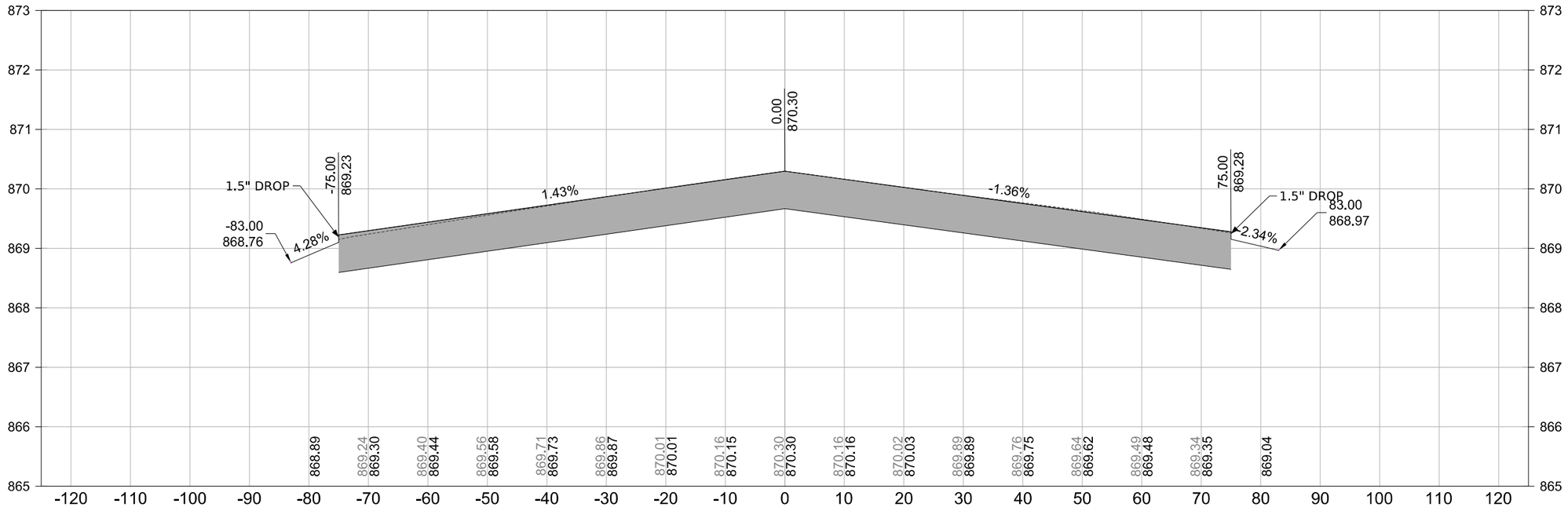
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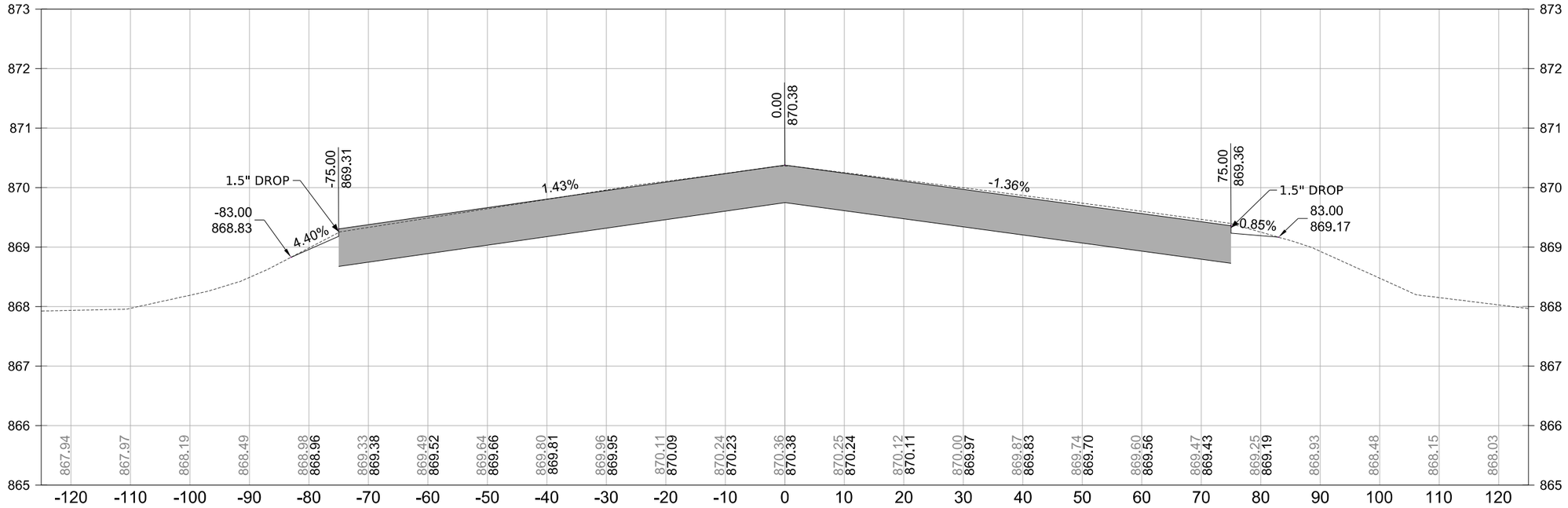
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WATERLOO, IOWA

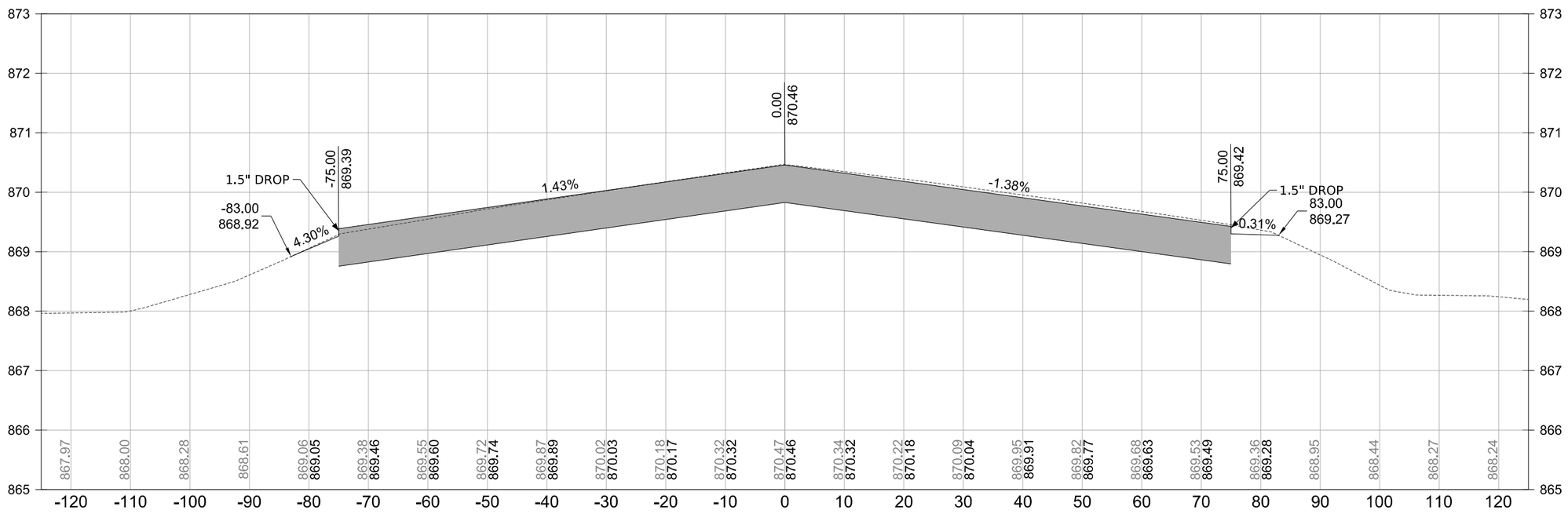
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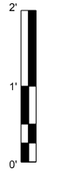
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SCALE 0' 10' 20'

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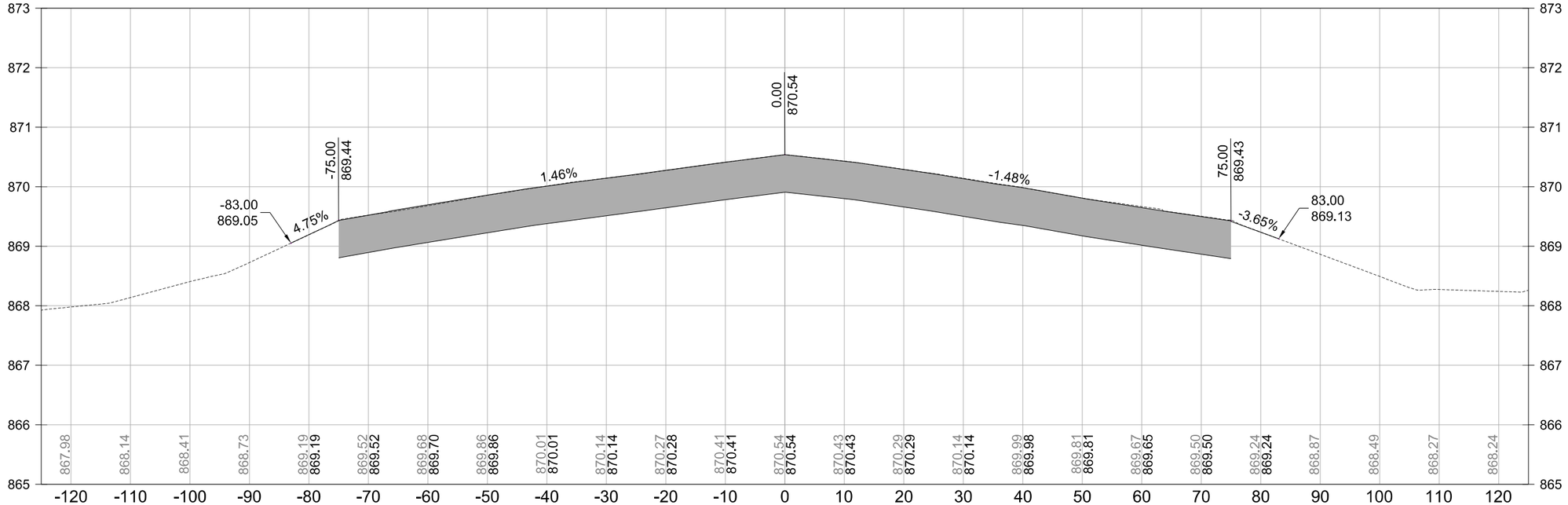
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WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

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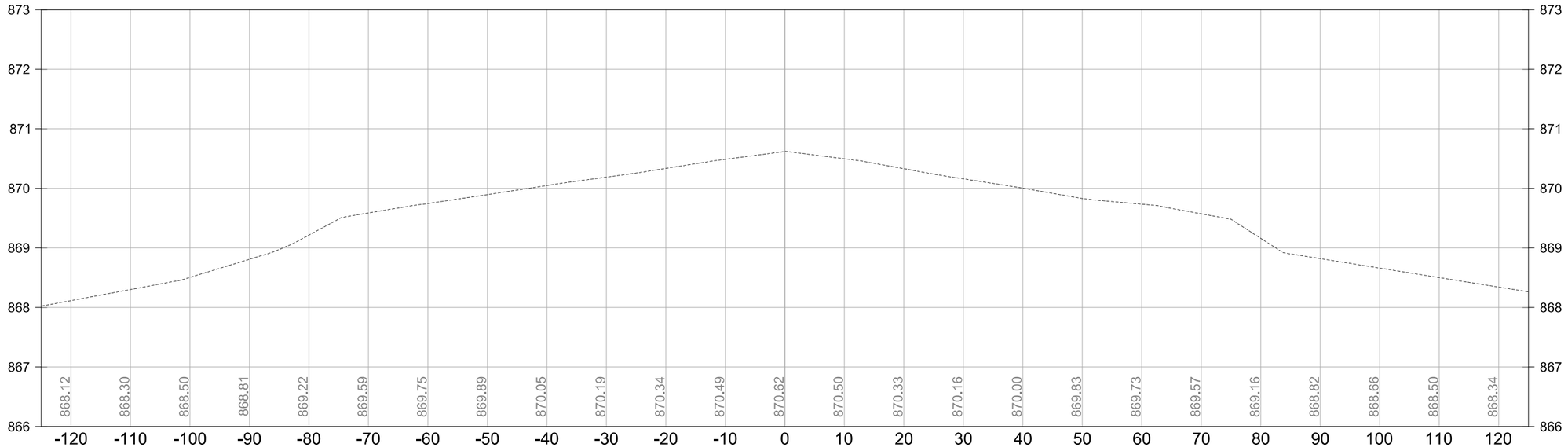
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FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

CROSS SECTIONS

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. CS313
DRAWING NO. -

# Waterloo Regional Airport:

# Runway 18-36 Rehabilitation Outside Runway 12-30 Safety Area
# FAA #3-19-0094-060-2026

*Prepared For*:
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

*Prepared By:*
AECOM
500 SW 7th Street, Suite 301
Des Moines, Iowa 50309

AECOM
501 Sycamore Street, Suite 222
P.O. Box 1497
Waterloo, Iowa 50704-1497

*March 30, 2026*

# CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

RUNWAY 18-36 REHABILITATION OUTSIDE
RUNWAY 12-30 SAFETY AREA
FAA #3-19-0094-060-2026

AT THE
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

Prepared For:
City of Waterloo, Iowa

Prepared By:
AECOM

March 30, 2026




I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the state of Iowa.

3/30/2026

DAVID B. HUGHES, PE — Date

License No. 13037

My license renewal date is December 31, 2027.

Pages or sheets covered by this seal:

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APPENDIX A– Boring Logs

APPENDIX B – Construction Safety Phasing Plan (CSPP)

**NOTICE TO BIDDERS**
**For the Taking of Construction Bids for the**

**Runway 18-36 Rehabilitation Outside**
**Runway 12-30 Safety Area**
**FAA #3-19-0094-060-2026**

**AT THE WATERLOO REGIONAL AIRPORT**
**In the City of Waterloo, Iowa**

## RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **14th day** of **May, 2026,** until **1:00 p.m.** for Runway **18-36 Rehabilitation Outside Runway 12-30 Safety Area,** as described in detail in the plans and specifications now on file in the Office of the City Clerk.

## OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers at City Hall, in the City of Waterloo, Iowa, on the **14th** day of **May 2026**, at **1:00 p.m**., and the proposals will be acted upon at such later time and place as may then be fixed. The bid opening will be livestreamed on YouTube and made available on the City website.

## PRE-BID MEETING

A pre-bid meeting for this project will be held on **May 7, 2026,** at 10:00 a.m. in the Airport Conference Room on the 2nd Floor at the Waterloo Regional Airport.

## PUBLIC HEARING

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m.** on **May 18, 2026**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

## SCOPE OF WORK

The project for the improvements at the Waterloo Regional Airport, Waterloo, Iowa, consists of:

- Rehabilitation of Runway 18/36 with profile milling and 7.5-inch PCC white top overlay of the pavement within the project area.
- Grooving of the new runway pavement.
- Pavement marking for Runway 18/36.
- Restoration along the edge of the new pavement.

## BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and shall be completed according to the terms of the entire contract within **one hundred and twenty (120) calendar days** from the date established in the Notice to Proceed. Failure to complete within the allotted time will result in assessment of liquidated damages in the amount of $500.00 per calendar day for each day in excess of the authorized contract time. It is anticipated that construction will start in the Fall of 2026.

## METHOD OF PAYMENT TO CONTRACTOR

The Contractor will be paid against bi-monthly estimates in cash on the basis of ninety-seven percent (97%) of the work as it is completed, and materials delivered, and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

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

## PLANS AND SPECIFICATIONS

Complete digital Plans and Specifications are available at **www.questcdn.com**. You may download the digital documents free of charge from Questcdn by inputting Questcdn Project **#9652846** on the website's Project Search page. Please contact Questcdn.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information.

Optional paper copies of the Plans and Specifications are available from AECOM, 501 Sycamore Street, Suite 222, Waterloo, Iowa, upon receipt of a $30.00 deposit (CHECK ONLY). Deposits are fully refundable if the plans and specifications are returned in usable condition (i.e., generally free of highlights, ink markings, tears, stickers, water stains and soiling) to the Waterloo AECOM office listed above by the end of the 14th consecutive day after the project has been awarded. No deposits will be refunded for any requests or plans received after the 14th consecutive day, which includes plans returned via mail service. Plan holders are responsible for ascertaining when the project has been awarded. If the plan holder is the prime contractor, or a subcontractor or supplier of the prime contractor that has been awarded the project, Plans and Specifications do not need to be returned to receive the deposit. The prime contractor must submit a list of his subcontractors and suppliers for the City and consulting engineer to verify eligibility for the refundable deposit.

Please DO NOT obtain Bid Documents from any source other than Questcdn.com or through the AECOM Waterloo office as listed above. Obtaining documents through any other source could prevent Bidder from being included on the official AECOM Plan Holders List which, in turn, may cause the Bidder to not receive addenda or other time-sensitive / bid-critical documents. The City has the right to reject any bids that do not have current bidding documents included in the proposal.

Upon award of project, the prime contractor, subcontractors and suppliers shall be supplied with the needed number of plans and specifications at no additional cost.

## CONTRACT AWARD

A contract will be awarded to the qualified bidder submitting the lowest bid.

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

Bids may be held by the City of Waterloo, Iowa, for a period not to exceed **ninety (90) days** from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

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

## PROPOSALS SUBMITTED

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Qty) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Waterloo shall consider the unit bid price as being the valid unit bid price.

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

## BID SECURITY REQUIRED

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

## PERFORMANCE & PAYMENT BONDS

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

## CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING

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

A goal of at least ten percent (0%) for MBE participation on all City funded construction projects that are estimated at $50,000.00 or more. A goal of at least two percent (0%) for WBE participation on all City funded construction projects that are estimated at $50,000.00 or more. Any project funded in part or in total with federal funds shall follow the respective agencies contract compliance program and goals.

The Prime Contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontractors, suppliers or vendors must provide the Prime Contractor a reasonably competitive price for the service being rendered or the Contractor is not required to accept their bid.

## LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the overall contract period of 120 calendar days, plus authorized extensions, the contractor shall pay to the City Liquidated Damages in the amount of five hundred dollars ($500.00) per calendar day, for each calendar day, as further described herein, in excess of the authorized time.

Calendar days beyond the specified overall contract period of 120 calendar days for which Liquidated Damages will be charged will be calendar days that the contractor does or could have worked.-Partial working days will be considered as a full working day. Calendar days chargeable for Liquidated Damages will include rain days, weekends, and legal holidays.

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

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

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

**PRE-CONSTRUCTION CONFERENCE**

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

**RESIDENT BIDDER/NON-RESIDENT BIDDER**

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

Each bidder submitting a bid shall execute and include with the bid a Resident Bidder Certification or a Non-Resident Bidder Certification in the form(s) herein provided.

**SALES TAX EXEMPTION CERTIFICATES**

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

**SITE INSPECTION**

Bidders are expected to visit the locality of the work and to make their own estimate of the facilities needed and the difficulties attending the execution of the proposed Contract, including local conditions.

**TIME FOR RECEIVING BIDS**

Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

All proposals must be received at the address indicated herein above prior to the time and date specified for receipt of bids. Bids received after the specified time and date will be returned unopened. The City of Waterloo shall not be held responsible or accountable for delays in the delivery of any proposal by the U.S. Postal Service or other courier service.

**WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**ERRORS IN BID**

Bidders or their authorized agents are expected to examine the Maps, Drawings, Specifications, Circulars, Schedule and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

**FAA BUY AMERICAN PREFERENCE**

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,2 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

**Title VI Solicitation Notice:**

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements

will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

## DAVIS-BACON ACT, AS AMENDED – 29 CFR PART 5

The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

If the wage determination of the Department of Labor incorporated in the advertised specifications does not include rates for classifications deemed appropriate by the bidder, the bidder is responsible for ascertaining the rates payable for such use in accomplishing the work. No inference concerning practice is to be drawn from their omission. Further, the omission does not, per se, establish any liability to the Government for increased labor costs resulting from the use of such classifications.

## DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – 49 CFR PART 29

The bidder certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Individuals or companies listed in the General Services Administration's "Excluded Parties Listing System" will not be considered for award of contract.

## DISADVANTAGED BUSINESS ENTERPRISE – 49 CFR PART 26

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the city of Waterloo, Iowa to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

## FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

2) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**CERTIFICATION REGARDING LOBBYING**

Consultants and contractors that apply or bid for an award of $100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)**

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

**PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

**MARKING AND MAILING BIDS**

Envelopes containing bids must be sealed and addressed to the City Clerk, 715 Mulberry Street, Waterloo, IA 50703; and marked in the upper left-hand corner as follows:

Bid of ___(Name and Address of Contractor)___ for Runway 18-36 Rehabilitation Outside Runway 12-30 Safety Area, FAA Project No. 3-19-0094-060-2026

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

CITY OF WATERLOO, IOWA

**NOTICE OF PUBLIC HEARING**
**On Proposed Plans, Specifications, Form of Contract,**
**And Estimate of Cost**
**For the**

**RUNWAY 18-36 REHABILITATION OUTSIDE**
**RUNWAY 12-30 SAFETY AREA**
**FAA #3-19-0094-060-2026**

**AT THE WATERLOO REGIONAL AIRPORT**
**In the City of Waterloo, Iowa**

## RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **14th** day of **May, 2026**, until **1:00 p.m**. for **Runway 18-36 Rehabilitation Outside Runway 12-30 Safety Area**, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

## OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers at City Hall, in the City of Waterloo, Iowa, on the **14th** day of **May, 2026**, at **1:00 p.m**., and the proposals will be acted upon at such later time and place as may then be fixed. The bid opening will be livestreamed on YouTube and made available on the City website.

## PRE-BID MEETING

A pre-bid meeting for this project will be held on **May 7, 2026**, at 10:00 a.m. in the Airport Conference Room on the 2nd Floor at the Waterloo Regional Airport.

## PUBLIC HEARING

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m.** on the **18th** day of **May, 2026**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by AECOM are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth. The NOTICE TO BIDDERS can be viewed at the following locations:

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

2) Plan rooms:

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

McGraw Hill Construction Dodge
3315 Central Ave.
Hot Springs, AR 71913

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

3) Plan Room Websites:
Master Builders of Iowa website: www.mbionline.com
Dodge Lead website: http://dodgeprojects.construction.com/
Reed Const. Data Lead website: http://www.cmdgroup.com/project-leads/

**SCOPE OF WORK**

The work to be performed in this project shall include the following described improvements at the Waterloo Regional Airport, Waterloo, Iowa:

- Rehabilitation of Runway 18/36 with profile milling and 7.5-inch PCC white top overlay of the pavement within the project area.
- Grooving of the new runway pavement.
- Pavement marking for Runway 18/36.
- Restoration along the edge of the new pavement.

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order to the City Council of said Waterloo, Iowa, on the ____ day of _____, 2026.

CITY OF WATERLOO, IOWA

BY: _____
Kelley Felchle
City Clerk

PROPOSAL FORM
FOR

RUNWAY 18-36 REHABILITATION OUTSIDE
RUNWAY 12-30 SAFETY AREA
FAA #3-19-0094-060-2026

AT THE
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

Waterloo Regional Airport
2790 Livingston Lane
Waterloo, IA 50703

Gentlemen:

1. The undersigned, being a Corporation existing under the laws of the State of_____, a Partnership consisting of the following partners:_____, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with all the contract documents listed in the Table of Contents and Addenda (if any), as prepared by the City Engineer of the City of Waterloo now on file in the office of the City Clerk, City Hall, Waterloo, Iowa, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete this **Runway 18-36 Rehabilitation Outside Runway 12-30 Safety Area, FAA #3-19-0094-060 -2026**, all in accordance with the above-listed documents and for the unit prices for work in place for the following items and quantities:

2. The extent of the work involved is as follows:

- Rehabilitation of Runway 18/36 with profile milling and 7.5-inch PCC white top overlay of the pavement within the project area.
- Grooving of the new runway pavement.
- Pavement marking for Runway 18/36.
- Restoration along the edge of the new pavement.

3. The undersigned, in compliance with your Invitation for Bids dated _____, hereby proposes to do the work called for in said Contract and Specifications and shown on said Plans and Addendum Nos. _____ and to furnish all materials, tools, labor and all appliances and appurtenances necessary for the said work at the following rates and prices:

ITEMIZED PROPOSAL
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

PROJECT: RUNWAY 18-36 REHABILITATION WITHIN
RUNWAY 12-30 SAFETY AREA
FAA #3-19-0094-060-2026

| ITEM NO. | SPEC. NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT BID PRICE | TOTAL BID PRICE |
|---|---|---|---|---|---|---|
| **BASE BID** | | | | | | |
| 1 | C-105 | MOBILIZATION AND DEMOBILIZATION | LS | 1 | $ | $ |
| 2 | GP 50-06 | CONSTRUCTION SURVEY | LS | 1 | $ | $ |
| 3 | C-105 | BARRICADES | LS | 1 | $ | $ |
| 4 | P-101 | CRACK REPAIR | SYD | 200 | $ | $ |
| 5 | P-101 | COLD PROFILE MILLING (2 INCHES) | SYD | 400 | $ | $ |
| 6 | P-101 | COLD PROFILE MILLING (3.5 - 4.5 INCHES) | SYD | 670 | | |
| 7 | P-101 | COLD PROFILE MILLING (4.5 - 5.5 INCHES) | SYD | 3,250 | $ | $ |
| 8 | P-101 | COLD PROFILE MILLING (5.5 – 6.5 INCHES) | SYD | 3,100 | $ | $ |
| 9 | P-101 | COLD PROFILE MILLING (6.5 – 7.5 INCHES) | SYD | 3,000 | $ | $ |
| 10 | P-101 | COLD PROFILE MILLING (7.5 – 8.5 INCHES) | SYD | 4,500 | $ | $ |
| 11 | P-101 | COLD PROFILE MILLING (8.5 - 10.5 INCHES) | SYD | 3,000 | | |
| 12 | P-401 | ASPHALT TRANSITION | TONS | 560 | $ | $ |
| 13 | P-401 | ASPHALT LEVELING COURSE | TONS | 1,000 | | |
| 14 | P-501 | 7.5 INCH WHITETOP | SYD | 16,500 | $ | $ |
| 15 | P-603 | EMULSIFIED ASPHALT TACK COAT | GAL | 2,300 | $ | $ |
| 16 | P-605 | CRACK SEALING FILLER | LFT | 2,000 | $ | $ |
| 17 | P-620 | AIRIFELD MARKING (YELLOW-REFLECTIVE-WATERBORNE) | SF | 1,900 | $ | $ |
| 18 | P-620 | AIRIFELD MARKING (WHITE-REFLECTIVE-WATERBORNE) | SF | 50,800 | $ | $ |
| 19 | P-620 | AIRIFELD MARKING (BLACK-NON-REFLECTIVE-WATERBORNE) | SF | 11,700 | $ | $ |
| 20 | P-620 | REFLECTIVE MEDIA (TYPE I, GRADATION A) | LBS | 3,350 | $ | $ |
| 21 | P-621 | GROOVING | SYD | 14,300 | $ | $ |
| 22 | T-901 | SEEDING | AC | 1 | $ | $ |
| 23 | T-905 | TOPSOILING (FURNISHED FROM OFF THE SITE) | CY | 50 | $ | $ |
| 24 | T-908 | MULCHING, HYDRO-APPLIED | AC | 1 | $ | $ |
| | | | | | TOTAL BASE BID | **$** |

4. The undersigned understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids. All quantities are subject to increase or decrease and are to be performed at the unit prices stipulated herein.

5. It is understood that the schedule of minimum wage rates, as established by the Secretary of Labor and included in the Specifications, are to govern on this project, and the undersigned certifies that he has examined this schedule of wage rates and that the prices bid are based on such established wage rates.

6. The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract eight and four tenths (0.0) percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful competitor will be required to submit information concerning the DBE's that will participate in the contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. In the event that the apparent successful competitor for this solicitation qualified as a DBE, the contract goal shall be deemed to have been met. A bid that fails to meet these requirements will be considered nonresponsive.

7. The undersigned certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The undersigned certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The undersigned agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

8. The undersigned agrees, upon written notice of the acceptance of this bid, within ninety (90) days after the opening of the bids, that he will execute the Contract in accordance with the bid as accepted and give Contract (Performance and Payment) bond on attached forms within fifteen (15) days after the prescribed forms are presented for signature.

9. The undersigned understands, award of contract is contingent upon receipt of project funding from the Federal Aviation Administration. If funding is not received, bid bonds will be returned to all bidders and the project will be postponed.

10. The undersigned further agrees that if awarded the Contract, he will commence the work within ten (10) calendar days after the receipt of a "Notice to Proceed" and that he will substantially complete all work according to the terms of the entire contract within **one hundred and twenty (120) calendar days** from the date established in the Notice to Proceed. Failure to complete within the allotted time will result in assessment of liquidated damages in the amount of $500.00 per calendar day for each day in excess of the authorized contract time.

11. The undersigned agrees that within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

a. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.

b. Has 50 or more employees.

c. Is a prime contractor or first tier subcontractor.

d. There is a contract, subcontract, or purchase order amounting to $50,000 or more.

12. **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

13. **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

14. As an evidence of good faith in submitting this Proposal, the undersigned encloses bid security in the amount of five (5) percent of the bid which, in case he refuses or fails to accept an award and to enter into a Contract and file the required bonds within the prescribed time, shall be forfeited to the Waterloo Regional Airport as liquidated damages.

15. **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

16. **Certification Regarding Domestic Preferences for Procurements**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

17. The undersigned hereby declares that the only parties interested in this Proposal are named herein, that this Proposal is made without collusion with any other person, firm or corporation, that no member of the Council, Waterloo Regional Airport or agent of the City of Waterloo, Iowa, is directly or indirectly financially interested in this bid.

18. In submitting this bid, it is understood that the right to reject any and all bids has been reserved and that this bid may not be withdrawn for a period of ninety (90) days from the opening thereof.

19. **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**20. FAA BUY AMERICAN PREFERENCE**

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,2 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

21. Attachment to This Bid. The following documents are attached to and made a part of this Bid:

    a. Bid Guaranty in the form of _____.

    b. Non-Collusion Affidavit of Prime Bidder.

    c. Statement of Intent – Non-Discrimination and Equal Opportunity Statement.

    d. Buy American Certification Statement.

    e. Bidder's Information Sheet.

    f. Synopsis of Experience Record. (IDOT Certification may be substituted.)

    g. Completed DBE forms "Utilization Statement" and "Letter of Intent."

22. The Bidder shall indicate whether the bid is submitted by a/an:

    ☐ Individual, Sole Proprietorship
    ☐ Partnership
    ☐ Corporation
    ☐ Joint-venture: all parties must join-in and execute all documents
    ☐ Other _____

Respectfully submitted,

Bidder

By _____
Signature

_____
Title

_____
Address

_____
(Include Zip Code)

_____
Telephone No.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety are held and firmly bound unto the Waterloo Regional Airport, 2790 Livingston Lane, Waterloo, Iowa, hereinafter call "Owner", in the penal sum of _____ 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 _____, 2026 for **Runway 18-36 Rehabilitation Outside Runway 12-30 Safety Area** at the Waterloo Regional Airport, Waterloo, Iowa, **FAA #3-19-0094-060-2026.**

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 _____, 2026.

Principal
By _____
(Title)

_____
(Seal)

Surety
By _____
(Attorney-In-Fact)

_____
Witness

_____ (Seal)
Witness

## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)ss
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____(Owner, Partner, Officer, Representative, or Agent)_____ of

_____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

Title _____

Subscribed and sworn to before me

this_____ day of _____, 2026.

_____
Title

My Commission Expires_____, 2026.

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

(To Be Submitted After Bid But Prior to Award)

State of _____)
)ss
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____(Owner, Partner, Officer, Representative, or Agent)_____ of

_____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

Title _____

Subscribed and sworn to before me

this_____ day of _____, 2026.

_____
Title

My Commission Expires_____, 2026.

**STATEMENT OF INTENT**

**NONDISCRIMINATION**

**AND**

**EQUAL OPPORTUNITY STATEMENT**

The Contractor does hereby certify to the Waterloo Regional Airport, that no person shall, in any way, be favored or discriminated against because of his race, political or religious opinions and affiliations, national origins, sex, age, sexual orientation, gender identity, disability, color, creed, marital status, employee union or association membership or office herein.

If selected as the successful bidder, this contractor hereby agrees to file either a nondiscrimination and equal opportunity statement and/or an Affirmative Action Program.

Improvements to the Waterloo Regional Airport consisting of
**Runway 18-36 Rehabilitation Outside**
**Runway 12-30 Safety Area**
**FAA #3-19-0094-060-2026**

_____
COMPANY

_____
EXECUTIVE OFFICER

_____
AFFIRMATIVE ACTION OFFICER

ADDRESS OF THE AFFIRMATIVE ACTION OFFICER

_____

_____

PHONE NUMBER _____

## BIDDER'S INFORMATION SHEET

A. BIDDER'S CAPACITY: (Check One)

1. Individual ☐
2. Co-Partnership ☐
3. Corporation ☐

B. (IF ITEM 2 IS CHECKED, COMPLETE THE FOLLOWING)

State of _____

Names and Addresses of Partners

1. _____
2. _____
3. _____
4. _____
5. _____

C. (IF ITEM 3 IS CHECKED, COMPLETE THE FOLLOWING)

State of Incorporation _____

Names and Addresses of Officers:

President _____

Secretary _____

Treasurer _____

**SYNOPSIS OF EXPERIENCE RECORD**

(This synopsis must accompany Proposal Form.)

Name of Bidder _____

Business Address _____

Individual ( ) Partnership ( ) Corporation ( ) (Check One.)

Construction successfully completed within past five years similar in size, scope, and difficulty of construction to the work bid upon.

| | Name of Owner | Name of Project | Location of Project | Amount of Contract |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

| | Number of Contract Days Allowed for Above Projects | Actual Number of Days to Complete above Project |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

(Signed) _____
Name of Company

(By) _____

(TITLE) _____

Date _____

# UTILIZATION STATEMENT

*Disadvantage Business Enterprise*

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (*Please mark the appropriate box*)

- ❑ **The bidder/offeror is committed to a minimum of 0.0% DBE utilization on this contract.**
- ❑ **The bidder/offeror, while unable to meet the DBE goal of _____%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).**

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

_____
Bidder's/Offeror's Firm Name

_____ _____
Signature Date

## DBE UTILIZATION SUMMARY

| | Contract Amount | | DBE Amount | Contract Percentage |
|---|---|---|---|---|
| DBE Prime Contractor | $_____ | x 1.00 = | $_____ | _____% |
| DBE Subcontractor | $_____ | x 1.00 = | $_____ | _____% |
| DBE Supplier | $_____ | x 0.60 = | $_____ | _____% |
| DBE Manufacturer | $_____ | x 1.00 = | $_____ | _____% |
| Total Amount DBE | | | $_____ | _____% |
| DBE Goal | | | $_____ | _____% |

**Note:** If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

**LETTER OF INTENT**

Disadvantage Business Enterprise

*(This page shall be submitted for each DBE firm)*

**Bidder/Offer** Name:_____

Address:_____

City:_____ State:_____ Zip:_____

**DBE Firm:** DBE Firm:_____

Address:_____

City:_____ State:_____ Zip:_____

**DBE Contact Person:** Name:_____ Phone: (___)_____

**DBE Certifying Agency:** _____ Expiration Date:____

*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

**Classification:** ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture ☐ Manufacturer ☐ Supplier

| Work item(s) to be performed by DBE | Description of Work Item | Quantity | Total |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: $_____ Percent of total contract:_____%

**AFFIRMATION:**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____

*(Signature)* *(Title)*

Note: In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

## CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – CONSTRUCTION PROJECTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability) -** The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

# Buy America Waiver Request

Title 49 U.S.C Section 50101 (b)

## For Airfield Development Projects funded under the Airport Improvement Program

(Revised 4/19/2010)

**Instructions for Permissible Waivers**

**Section 50101(b)(1) Waiver:**

The bidder may not request a waiver based upon the best interests of the public. The FAA Office of Airports publishes such waivers at: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

**Section 50101(b)(2) Waiver:**

The bidder may not request a waiver based upon insufficient supply of U.S. manufactured. The FAA Office of Airports publishes such waivers at:

http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

**Section 50101(b)(3) Waiver:**

The bidder may request a waiver if 60% or more of the components are produced in the United States and final assembly occurs in the U.S. Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval.

1. "Equipment" in Section 50101 shall mean the following:
   a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
   b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
   c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
   d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA *(Section 50101(b)(3)(B))*. Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.
8. North America Free Trade Act (NAFTA): Free Trade Agreements such as NAFTA **do not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.
9. Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls. Bidder however shall submit a listing of any equipment it proposes to install on the project that is included on the National Buy American conformance list.

**Instructions for Section 50101(b)(4) Waiver:**

1. The bidder may request a waiver if application of Buy America preferences results in a 25% cost increase in the overall project. This waiver is rarely applicable. Consult the Owner before making this request.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

**– CONFIDENTIAL –**

**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT**

# Buy American Product Content Percentage Worksheet

Company Name: Date:

Address: Point of Contact:

Telephone: Fax: Email:

**Product Structure:** Multi-Level Bill of Materials (through level 2 only)

FAA Eligible Item: FAA Item Number (if applicable):

Total Material Cost: US Content (%) (attach Certificate of Origin, US Customs Form 434, if applicable): Other (%):

Address of Final Assembly Location:

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____

Name:

**Instruction:** Items listed in Federal Acquisition Regulation Part 25.104 may be counted as US Origin but should include a note stating the item is exempt in 25.104.

**Level codes**: Level **0** is the final product; Level **1** is a component; Level **2** is a sub-component.

| Level (0, 1, 2) | Part Number | Item Description | Quantity Per Unit | Unit of Measure | Price/Unit of Measure | US Origin Price/Unit of Measure | US Origin Cost/Each | Other Price/Unit of Measure | Other Cost/Each |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
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FAA Form 5100-136 (8/20) SUPERSEDES PREVIOUS EDITION

**– CONFIDENTIAL –**

**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT**

| Level (0, 1, 2) | Part Number | Item Description | Quantity Per Unit | Unit of Measure | Price/Unit of Measure | US Origin Price/Unit of Measure | US Origin Cost/Each | Other Price/Unit of Measure | Other Cost/Each |
|---|---|---|---|---|---|---|---|---|---|
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FAA Form 5100-136 (8/20) SUPERSEDES PREVIOUS EDITION

Page 2 of 2

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

**– CONFIDENTIAL –**

**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT**

# *SAMPLE* - FAA Buy American Preference
## Construction Project Content Percentage Worksheet

Airport Sponsor: Sample Airport Authority

Airport Worksite: Sample Municipal Airport

Worksite LOCID: SMP

Project Description: Reconstruct Runway 18/36

Date: 09/16/2020

**Total material cost: $ 1,523,900.00**
**U.S. Content: 5.00 %**
**Non-U.S. Content: 95.00 %**

### Project Material Structure List (Bill of Materials) – SAMPLE

| Line | Material Level (1 or 2) | Materials | Cost of U.S. Origin Materials | Cost of Non-U.S. Materials |
|---|---|---|---|---|
| 1 | 1 | Pavement items | $1,000,000.00 | $0.00 |
| 2 | 1 | Pavement Item Component | $50,000.00 | $50,000.00 |
| 3 | 2 | Pavement Item Subcomponent | $250,000.00 | $8,000.00 |
| 4 | 1 | Painting and Marking Component | $1,900.00 | $0.00 |
| 5 | 1 | Painting and Marking Component | $120,000.00 | $0.00 |
| 6 | 1 | Electrical and Lighting | $0.00 | $0.00 |
| 7 | 2 | Electrical and Lighting Subcomponent | $0.00 | $20,000.00 |
| 8 | 2 | Electrical and Lighting Subcomponent | $24,000.00 | $0.00 |
| | | **SUBTOTAL** | $1,445,900.00 | $78,000.00 |

**TOTAL MATERIAL COST: $1,523,900.00**

**U.S. Content: 5.00 %**

**Non-U.S. Content: 95.00 %**

**For FAA Use Only**

FAA Form 5100-143 (8/20)

Page iv of iv

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

**– CONFIDENTIAL –**

**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT**

# FAA Buy American Preference Construction Project Content Percentage Worksheet

Airport Sponsor:

Airport Worksite:

Worksite LOCID:

Project Description:

Date:

| | |
|---|---|
| **Total material cost:** | |
| **U.S. Content:** | % |
| **Non-U.S. Content:** | % |

**Project Material Structure List (Bill of Materials)**

| Line | Material Level (1 or 2) | Materials | Cost of U.S. Origin Materials | Cost of Non-U.S. Materials |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

**For FAA Use Only**

FAA Form 5100-143 (8/20)

Page 1 of 2

| Line | Material Level (1 or 2) | Materials | Cost of U.S. Origin Materials | Cost of Non-U.S. Materials |
|---|---|---|---|---|
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | | | |
| | | **SUBTOTAL** | | |

**For FAA Use Only**

**TOTAL MATERIAL COST:**

**U.S. Content:** %

**Non-U.S. Content:** %

The undersigned certifies that this information is true and accurate to the best of their knowledge.
A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126.
Signatory has the burden of proof to establish compliance.

Signature: _____

Name:

Title:

FAA Form 5100-143 (8/20)

Page 2 of 2

# Buy America Conformance Listing

Title 49 U.S.C Section 50101 (b)

## For Airfield Development Projects funded under the Airport Improvement Program

- *Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls*
- *Bidder shall submit a listing of equipment it proposes to install on the project that is included on the current National Buy American conformance list.*

| Equipment Type | Name of Manufacturer | Product Number |
|---|---|---|
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**Certification Signature:**

**Bidder hereby certifies that the above listed equipment, which we propose for installation on the subject project, are on the current National Buy America Conformance list as established at:**

http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

**I hereby certify the above information is accurate and complete.**

_____ _____

*Bidder's Firm Name* *Date*

_____

*Signature*

CONTRACT
FOR
IMPROVEMENTS TO THE WATERLOO REGIONAL AIRPORT
CONSISTING OF

RUNWAY 18-36 REHABILITATION OUTSIDE
RUNWAY 12-30 SAFETY AREA
FAA #3-19-0094-060-2026

AT THE
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the Waterloo Regional Airport for the City of Waterloo, Black Hawk County, Iowa, hereinafter referred to as the "Owner" and _____ (a corporation organized and existing under the laws of the State of _____), (a partnership consisting of _____ ) (an individual trading as _____) of _____, in the State of _____, hereinafter referred to as the "Contractor."

WITNESSETH: That the Contractor for and in consideration of ($_____), based on the unit bid prices payable as set forth in the Specifications constituting a part of this Contract, hereby agrees to construct in accordance with the Plans, Specifications and Special Provisions therefore, and in the location designated on the Plans, the various items of work awarded said Contractor on the _____ day of _____, 2026, as follows, being numbered _____ as shown in schedule of prices bid in the attached Proposal which is a part of this Contract.

Said Specifications and Plans are hereby made a part of and the basis of this Agreement and a true copy of said Plans and Specifications is now with the Waterloo Regional Airport in the office of the Director of Aviation, Waterloo, Iowa, under date of _____, 2026.

1. That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the requirements of the Specifications, the amounts set forth, subject to the conditions as set forth in the Specifications.

2. That it is understood that the parties named herein are the only persons interested in this Contract and principals.

3. That the Contractor has examined the site of the proposed work, Plans, Specifications, Special Provisions and Contract Documents in order that he might become familiar with the character, quality and quantity of the work to be performed, the materials to be furnished and the requirements of the Specifications, Special Provisions and Contract Documents.

4. It is hereby further agreed that any reference herein to the "Contract" shall include all "Contract Documents" for the Waterloo Regional Airport, FAA Project No. 3-19-0094-060-2026 and said "Contract Documents" are hereby made a part of this agreement as fully as if set out at length herein, and that this contract is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

5. That in the event any surety upon any bond furnished in connection with this Contract becomes unacceptable to the Owner, or if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

6. That the Contractor shall not commence any work to be performed under this Contract until he has obtained from responsible insurance companies, all insurance required, as set forth in the General Provisions and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this Contract has been accepted by the Owner.

7. That the Contractor shall not start working on any alterations requiring a supplemental agreement until the agreement setting forth the adjusted price shall be executed by the Owner and the Contractor.

8. That the Contractor, at all times, shall observe and comply with all federal, state, territory or possession and local laws, codes, ordinances and regulations in any manner affecting the conduct of the work, and the Contractor and his surety shall indemnify and save harmless the Owner and all his officers, Engineer, agents and servants against claims or liability arising from or based on the violation of any such law, ordinance, deregulation, order or decree, whether by himself or his employees.

9. That it is further understood and agreed by the parties to this Contract that the above work shall be commenced within 10 days after "Notice to Proceed" and shall be completed according to the terms of the entire contract within **one hundred and twenty (120) calendar days** from the date established in the Notice to Proceed. Failure to complete within the allotted time will result in assessment of liquidated damages in the amount of $500.00 per calendar day for each day in excess of the authorized contract time.

10. The Contractor and Owner understand and agree that time is of essence for completion of the Work and that the Owner will suffer additional expense and financial loss if said work is not completed within the authorized Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of $500.00 per day for each calendar day required in excess of the authorized Contract Time for the overall contract.

    Furthermore, the Contractor understands and agrees that:

    a. the Owner has the right to deduct from any moneys due the Contractor, the amount of said liquidated damages.

    b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.

11. The Contractor understands and agrees that all certifications made by the Contractor within the Proposal shall apply under this Agreement as if fully rewritten herein. The Contractor further certifies the following:

    a. Certification of Eligibility (29 CFR Part 5.5)

        (1) By Entering into this contract, the Contractor certifies that neither he or she nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

        (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

        (3) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

    b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

        The federally assisted construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

        As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from

proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

12. It is further understood that any action in court against the Contractor or sureties on his bond because of damage to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the Specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa in and for Black Hawk County.

13. Second Party shall maintain all work done hereunder in good order for a period of 12 months from and after the date it is accepted by the Waterloo Regional Airport, City of Waterloo, Iowa, which maintenance shall be without expense to First Party or the abutting property. In the event of the failure or default of Second Party to remedy any or all defects appearing in said work within a period of 12 months from the date of its acceptance by said Board and after having been given ten (10) days' notice so to do by registered letter deposited in the United States Post Office in said City, addressed to said Contractor at the address herein given, then First Party may proceed to remedy such defects and the cost and expenses thereof may be recovered from said Second Party and the sureties on its bond by action brought in any court of competent jurisdiction, but such suit may be brought in the District Court of Black Hawk County, Iowa.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed to this and three other instruments of like tenor, as of the _____ day of _____, 2026.

CITY OF WATERLOO

By_____
Mayor

ATTEST:

_____
Secretary

CONTRACTOR

_____
Firm Name

By _____
Signature

_____
Title

_____
Business Address

_____
Witness

_____
Witness

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as PRINCIPAL, also referred to as CONTRACTOR, and _____, as SURETY, are held and firmly bound unto Waterloo Regional Airport, 2790 Livingston Lane, Waterloo, Iowa 50703 as OWNER, in the full sum of _____ ($_____) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the above-bound Principal has entered into a contract with the OWNER dated the _____ day of _____, 2026, for **Runway 18-36 Rehabilitation Outside Runway 12-30 Safety Area**, including:

- Rehabilitation of Runway 18/36 with profile milling and 7.5-inch PCC white top overlay of the pavement within the project area.
- Grooving of the new runway pavement.
- Pavement marking for Runway 18/36.
- Restoration along the edge of the new pavement.

This work and all other incidentals shall be performed as shown on the Drawings and described in the Specifications.

NOW, THEREFORE, the conditions of this obligation are such that if the above-bound PRINCIPAL shall faithfully and fully comply with the terms and conditions of said contract, including, but not limited to, any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said contract, and such alternations or additions as may be made therein or in the plans and specifications, and shall indemnify and save the OWNER harmless against any claims for using any form of material, process, composition or anything which is patented, and likewise indemnify and save the OWNER harmless against all claims for damages by reason or any default or negligence, want of skill or care on the part of said PRINCIPAL or Agents in and about the performance of said contract, and shall comply with all laws pertaining to said work, and shall comply with and perform any and all warranties and/or guarantees provided for in said contact, then this obligation shall be void; otherwise of full force and effect.

PROVIDED, further than upon either the default of the PRINCIPAL, or the failure of the said PRINCIPAL to promptly and efficiently prosecute said Work, in any respect, in accordance with the Contract Documents, the above bound SURETY shall either remedy the default of the PRINCIPAL or shall take charge of said Work and complete the Contract at his own expense, pursuant to its terms, receiving, however, any balance of the funds in the hands of said OWNER due under said contract.

It shall be the duty of the SURETY to give an unequivocal notice in writing to the OWNER within ten (10) days after receipt of a declaration of default of the SURETY'S election either to remedy the default or defaults promptly or to perform the contract promptly, time being of the essence. In said notice of election, the SURETY shall indicate the date on which the remedy or performance will commence, and it shall be the duty of the SURETY to give prompt notice in writing to the OWNER immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, (c) the furnishings of each omitted item of work, and (d) the performance of the contract. The SURETY shall not asset solvency of its PRINCIPAL as justification for its failure to promptly remedy the default or defaults or perform the contract.

In the event said PRINCIPAL shall fail or delay the prosecution and completion of said Work and said SURETY shall also fail to act promptly as hereinabove provided, then the OWNER shall cause ten (10) days notice of such failure to be given, both to said PRINCIPAL and SURETY, and at the expiration of said ten (10) days, if said PRINCIPAL or SURETY do not proceed promptly to execute said Contract, the OWNER shall have the authority to cause said Work to be done and when the same is completed and the cost thereof estimated, the said PRINCIPAL and SURETY shall and hereby agree to pay any excess in the cost of said Work above the agreed price to be paid under said Contract.

Upon completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said PRINCIPAL and SURETY.

The said PRINCIPAL and SURETY further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract including, but not limited to, all repair and replacement costs necessary to rectify construction error, architectural and engineering costs and fees, all (but not limited to) consultant fees, all testing and laboratory fees, and all legal fees and litigation costs incurred by the OWNER.

The decision of the OWNER, upon any disputed question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said PRINCIPAL or SURETY, shall be final and conclusive.

The SURETY agrees that other than as is provided in this bond, it may not demand of the OWNER the OWNER shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (3) furnish any papers or documents, or (f) take any other action of any nature or description which is not required of the OWNER to be done under the contract documents.

IN WITNESS WHEREOF, the SURETY and PRINCIPAL have executed this instrument under their several seals this _____ day of _____, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN THE PRESENCE OF:

PRINCIPAL:

_____ _____

Witness

By:

SURETY:

_____ _____

Witness

By:

NOTE: (a) Where the Performance Bond is executed by an attorney-in-fact, there shall be attached to each copy of the Bond a certified copy of Power of Attorney properly executed and dated.

(b) Each copy of the Bond shall be countersigned by an authorized agent of the bonding company licensed to do business in the State of Iowa. The title of the person countersigning the Bond shall appear after his or her signature.

(c) The seal of the bonding company shall be attached to each copy of the bond.

(d) The Contractor's signature on the bond shall correspond with the signature in the contract.

(e) The bond shall be accompanied by a corporate resolution (which may be combined with the corporate resolution granting the signing officer authority to execute contracts) granting the corporate officer who executes the Bond the authority to do so.

(f) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Iowa.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as PRINCIPAL, also referred to as CONTRACTOR, and _____, as SURETY, are held and firmly bound unto Waterloo Regional Airport, 2790 Livingston Lane, Waterloo, Iowa 50703 as OWNER, in the full sum of _____ ($_____), for the use and protection of said OWNER and all subcontractors and all persons supplying labor, materials, machinery and equipment for the performance of the work provided for in the contract hereinafter referred to, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the above-bound Principal has entered into a contract with the OWNER dated the _____ day of _____, 2026, for **Runway 18-36 Rehabilitation Outside Runway 12-30 Safety Area**, including:

- Rehabilitation of Runway 18/36 with profile milling and 7.5-inch PCC white top overlay of the pavement within the project area.
- Grooving of the new runway pavement.
- Pavement marking for Runway 18/36.
- Restoration along the edge of the new pavement.

This work and all other incidentals shall be performed as shown on the Drawings and described in the Specifications.

NOW, THEREFORE, the condition of this obligation is such that if the above-bound PRINCIPAL shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. The said SURETY to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration of alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work or to the specifications or drawings.

2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in said contract.

Signed and sealed this _____ day of _____, 2026.

IN THE PRESENCE OF:

PRINCIPAL:

_____ _____

Witness

By:

SURETY:

_____ _____

Witness

By:

NOTE: (a) Where the Payment Bond is executed by an attorney-in-fact, there shall be attached to each copy of the Bond a certified copy of Power of Attorney properly executed and dated.

(b) Each copy of the Bond shall be countersigned by an authorized agent of the bonding company licensed to do business in the State of Iowa. The title of the person countersigning the Bond shall appear after his or her signature.

(c) The seal of the bonding company shall be attached to each copy of the bond.

(d) The Contractor's signature on the bond shall correspond with the signature in the contract.

(e) The bond shall be accompanied by a corporate resolution (which may be combined with the corporate resolution granting the signing officer authority to execute contracts) granting the corporate officer who executes the Bond the authority to do so.

(f) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Iowa.

# GENERAL PROVISIONS

# Part 1 – General Contract Provisions

## Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

| Paragraph Number | Term | Definition |
|---|---|---|
| **10-01** | **AASHTO** | The American Association of State Highway and Transportation Officials. |
| **10-02** | **Access Road** | The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway. |
| **10-03** | **Advertisement** | A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished. |
| **10-04** | **Airport** | Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport. |
| **10-05** | **Airport Improvement Program (AIP)** | A grant-in-aid program, administered by the Federal Aviation Administration (FAA). |
| **10-06** | **Air Operations Area (AOA)** | The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron. |
| **10-07** | **Apron** | Area where aircraft are parked, unloaded or loaded, fueled and/or serviced. |
| **10-08** | **ASTM International (ASTM)** | Formerly known as the American Society for Testing and Materials (ASTM). |

| Paragraph Number | Term | Definition |
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| | | |
| **10-09** | **Award** | The Owner's notice to the successful bidder of the acceptance of the submitted bid. |
| **10-10** | **Bidder** | Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated. |
| **10-11** | **Building Area** | An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon. |
| **10-12** | **Calendar Day** | Every day shown on the calendar. |
| **10-13** | **Certificate of Analysis (COA)** | The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications. |
| **10-14** | **Certificate of Compliance (COC)** | The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative. |
| **10-15** | **Change Order** | A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project. |
| **10-16** | **Contract** | A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.<br>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda. |
| **10-17** | **Contract Item (Pay Item)** | A specific unit of work for which a price is provided in the contract. |
| **10-18** | **Contract Time** | The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including |

| Paragraph Number | Term | Definition |
|---|---|---|
| | | authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date. |
| **10-19** | **Contractor** | The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work. |
| **10-20** | **Contractors Quality Control (QC) Facilities** | The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP). |
| **10-21** | **Contractor Quality Control Program (CQCP)** | Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. |
| **10-22** | **Control Strip** | A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification. |
| **10-23** | **Construction Safety and Phasing Plan (CSPP)** | The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications. |
| **10-24** | **Drainage System** | The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area. |
| **10-25** | **Engineer** | The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative. |
| **10-26** | **Equipment** | All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work. |
| **10-27** | **Extra Work** | An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or |

| Paragraph Number | Term | Definition |
|---|---|---|
| | | Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified. |
| **10-28** | **FAA** | The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative. |
| **10-29** | **Federal Specifications** | The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration. |
| **10-30** | **Force Account** | **a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.<br>**b.** Owner Force Account - Work performed for the project by the Owner's employees. |
| **10-31** | **Intention of Terms** | Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.<br>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference. |
| **10-32** | **Lighting** | A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface. |
| **10-33** | **Major and Minor Contract Items** | A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than |

| Paragraph Number | Term | Definition |
|---|---|---|
| | | 20% of the total amount of the award contract. All other items shall be considered minor contract items. |
| **10-34** | **Materials** | Any substance specified for use in the construction of the contract work. |
| **10-35** | **Modification of Standards (MOS)** | Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1. |
| **10-36** | **Notice to Proceed (NTP)** | A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins. |
| **10-37** | **Owner** | The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the City of Waterloo, Iowa. |
| 10-38 | Passenger Facility Charge (PFC) | Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls. |
| **10-39** | **Pavement Structure** | The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit. |
| **10-40** | **Payment bond** | The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work. |
| **10-41** | **Performance bond** | The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract. |
| **10-42** | **Plans** | The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.' |

| Paragraph Number | Term | Definition |
|---|---|---|
| **10-43** | **Project** | The agreed scope of work for accomplishing specific airport development with respect to a particular airport. |
| **10-44** | **Proposal** | The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications. |
| **10-45** | **Proposal guaranty** | The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner. |
| **10-46** | **Quality Assurance (QA)** | Owner's responsibility to assure that construction work completed complies with specifications for payment. |
| **10-47** | **Quality Control (QC)** | Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications. |
| **10-48** | **Quality Assurance (QA) Inspector** | An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor. |
| **10-49** | **Quality Assurance (QA) Laboratory** | The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory. |
| **10-50** | **Resident Project Representative (RPR)** | The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative. |
| **10-51** | **Runway** | The area on the airport prepared for the landing and takeoff of aircraft. |
| **10-52** | **Runway Safety Area (RSA)** | A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA. |

| Paragraph Number | Term | Definition |
|---|---|---|
| **10-53** | **Safety Plan Compliance Document (SPCD)** | Details how the Contractor will comply with the CSPP. |
| **10-54** | **Specifications** | A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically. |
| **10-55** | **Sponsor** | A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport. |
| **10-56** | **Structures** | Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein. |
| **10-57** | **Subgrade** | The soil that forms the pavement foundation. |
| **10-58** | **Superintendent** | The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction. |
| **10-59** | **Supplemental Agreement** | A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item. |
| **10-60** | **Surety** | The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor. |
| **10-61** | **Taxilane** | A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas. |

| Paragraph Number | Term | Definition |
|---|---|---|
| **10-62** | **Taxiway** | The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas. |
| **10-63** | **Taxiway/Taxilane Safety Area (TSA)** | A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA. |
| **10-64** | **Work** | The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications. |
| **10-65** | **Working day** | A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days. |
| **10-66** | **Owner Defined terms** | None |

**END OF SECTION 10**

## Section 20 Proposal Requirements and Conditions

**20-01 Advertisement (Notice to Bidders).** Refer to Notice of Public Hearing/Notice to Bidders

**20-02 Qualification of bidders**. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

**20-03 Contents of proposal forms**. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements.

**20-04 Issuance of proposal forms**. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

**a.** Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

**b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

**c.** Documented record of Contractor default under previous contracts with the Owner.

**d.** Documented record of unsatisfactory work on previous contracts with the Owner.

**20-05 Interpretation of estimated proposal quantities**. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

**20-06 Examination of plans, specifications, and site**. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

**20-07 Preparation of proposal**. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

**20-08 Responsive and responsible bidder.** A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**20-09 Irregular proposals**. Proposals shall be considered irregular for the following reasons:

**a.** If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

**b.** If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

**c.** If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

**d.** If the proposal contains unit prices that are obviously unbalanced.

**e.** If the proposal is not accompanied by the proposal guaranty specified by the Owner.

**f.** If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**20-10 Bid guarantee**. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

**20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

**20-12 Withdrawal or revision of proposals**. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-13 Public opening of proposals**. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

**20-14 Disqualification of bidders**. A bidder shall be considered disqualified for any of the following reasons:

**a.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

**b.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

**c.** If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 4 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

**END OF SECTION 20**

## Section 30 Award and Execution of Contract

**30-01 Consideration of proposals**. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

**a.** If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

**b.** If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

**30-02 Award of contract**. The award of a contract, if it is to be awarded, shall be made within 90 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

**30-03 Cancellation of award**. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

**30-04 Return of proposal guaranty**. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

**30-05 Requirements of contract bonds**. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

**30-06 Execution of contract**. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

**30-07 Approval of contract**. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

**30-08 Failure to execute contract**. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

**END OF SECTION 30**

## Section 40 Scope of Work

**40-01 Intent of contract**. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

**40-02 Alteration of work and quantities**. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

**40-03 Omitted items**. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

**40-04 Extra work**. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work

covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

**40-05 Maintenance of traffic**. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

**a.** It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

**b.** With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

**c.** When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

**40-06 Removal of existing structures**. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or

grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 Rights in and use of materials found in the work**. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

**a.** Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

**b.** Remove such material from the site, upon written approval of the RPR; or

**c.** Use such material for the Contractor's own temporary construction on site; or,

**d.** Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

**40-08 Final cleanup**. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

**END OF SECTION 40**

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## Section 50 Control of Work

**50-01 Authority of the Resident Project Representative (RPR)**. The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

**50-02 Conformity with plans and specifications**. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications**. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If

any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

**50-04 List of Special Provisions.**

Part 1 - Local Contract Provisions

Part 2 - Federal Contract Provisions for Construction and Equipment Projects

Part 3 - FAA Advisory Circular 150/5370/2G-Operational Safety on Airports During Construction

Part 4 - Department of Labor Wage Determination Appendix - Construction Safety and Phasing Plan (CSPP)

**50-05 Cooperation of Contractor**. The Contractor shall be supplied with ~~five~~ hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

**50-06 Cooperation between Contractors**. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-07 Construction layout and stakes**. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their

employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): Acrobat PDF.)

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for the labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

Construction Staking and Layout includes but is not limited to:

a. Clearing and grubbing perimeter staking.

b. Rough grade slope stakes at 100-foot (30-m) stations.

c. Drainage swales slope stakes and flow line blue tops at 50-foot (15-m) stations.

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

a. Runway - minimum five (5) per station.

b. Taxiways - minimum three (3) per station.

c. Holding apron areas - minimum three (3) per station.

d. Roadways - minimum three (3) per station.

Base course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following locations:

a. Runway - minimum five (5) per station.

b. Taxiways - minimum three (3) per station.

c. Holding apron areas - minimum three (3) per station.

Pavement areas:

a. Edge of pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.

b. Between lifts at 25-foot (7.5-m) stations for the following section locations:

(1) Runways - each paving lane width.

(2) Taxiways - each paving lane width

(3) Holding areas - each paving lane width

c. After finish paving operations at 50-foot (15-m) stations:

(1) All paved areas - edge of each paving lane prior to next paving lot.

d. Should and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.

e. Fence lines at 100-foot (30-m) stations minimum.

f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.

g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.

h. Painting and Striping layout (pinned with 1.5-inch PK nails) marked for paint Contractor (all nails shall be removed after painting).

i. Laser, or other automatic control devices, shall be checked with temporary control paint or grade hub at a minimum of once per 400 feet (120m) per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspected of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

**50-08 Authority and duties of Quality Assurance (QA) inspectors**. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

**50-09 Inspection of the work**. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said

portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work**. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

**50-11 Load restrictions**. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

**50-12 Maintenance during construction**. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work**. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

**50-14 Partial acceptance**. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

**END OF SECTION 50**

## Section 60 Control of Materials

**60-01 Source of supply and quality requirements**. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

**60-02 Samples, tests, and cited specifications**. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

**60-03 Certification of compliance/analysis (COC/COA)**. The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the

work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

**a.** Conformance to the specified performance, testing, quality or dimensional requirements; and,

**b.** Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 Plant inspection**. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

**a.** The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

**b.** The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

**c.** If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Engineer/ Resident Project Representative (RPR) field office**. An Engineer/RPR field office is not required.

**60-06 Storage of materials**. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials**. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

**60-08 Owner furnished materials**. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

**END OF SECTION 60**

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## Section 70 Legal Regulations and Responsibility to Public

**70-01 Laws to be observed**. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes**. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 Patented devices, materials, and processes**. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others**. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: None Within Project Area

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal Participation**. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 Sanitary, health, and safety provisions**. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

**70-07 Public convenience and safety**. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is contained as an Appendix to these specifications.

**70-09 Use of explosives**. `The use of explosives is not permitted on this project.`

**70-10 Protection and restoration of property and landscape**. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims**. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the

Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause**. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic**. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor's responsibility for work**. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 Contractor's responsibility for utility service and facilities of others**. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any

public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

FAA Facilities
Ryan Vicroy
Office: +1(319)536-7072
Email: Ryan.vicroy@faa.gov
NOAA

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

**70-15.1 FAA facilities and cable runs.** The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

**a.** The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

**b.** The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport director a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

**c.** If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

**d.** Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

**e.** If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

**70-16 Furnishing rights-of-way**. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials**. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights**. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor

to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 Environmental protection**. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

**70-20 Archaeological and historical findings**. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

**70-21 Insurance Requirements.** Refer to Special Provisions for insurance requirements.

**END OF SECTION 70**

## Section 80 Execution and Progress

**80-01 Subletting of contract**. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least30 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

**The Contractor shall provide copies of all subcontracts to the RPR14 days prior to being utilized on the project. As a minimum, the information shall include the following:**

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

**80-02 Notice to proceed (NTP)**. The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress**. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**80-04 Limitation of operations**. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least **[**48 hours**]** prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and shall be as provided in the Safety and Operations and Phasing Plans in the project plans.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

**80-05 Character of workers, methods, and equipment**. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

**80-06 Temporary suspension of the work**. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for

consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 Determination and extension of contract time**. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

**80-07.1**

**Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

**80-08 Failure to complete on time**. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

| Schedule | Liquidated Damages Cost | Allowed Construction Time |
|---|---|---|
| Overall | $500/Day | 120 Calendar Days |

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

**80-09 Default and termination of contract**. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

**a.** Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

**b.** Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

**c.** Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

**d.** Discontinues the execution of the work, or

**e.** Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

**f.** Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

**g.** Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

**h.** Makes an assignment for the benefit of creditors, or

**i.** For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**80-10 Termination for national emergencies**. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations**. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

**END OF SECTION 80**

## Section 90 Measurement and Payment

**90-01 Measurement of quantities**. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

**Measurement and Payment Terms**

| Term | Description |
|---|---|
| **Excavation and Embankment Volume** | In computing volumes of excavation, the average end area method will be used unless otherwise specified. |
| **Measurement and Proportion by Weight** | The term "ton" will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark. |
| **Measurement by Volume** | Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this |

| Term | Description |
|---|---|
| | purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery. |
| **Asphalt Material** | Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities. |
| **Cement** | Cement will be measured by the ton (kg) or hundredweight (km). |
| **Structure** | Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions. |
| **Timber** | Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece. |
| **Plates and Sheets** | The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch. |
| **Miscellaneous Items** | When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted. |
| **Scales** | Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.<br><br>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. |

| Term | Description |
|---|---|
| | In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.<br><br>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.<br><br>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.<br><br>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.<br><br>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project. |
| **Rental Equipment** | Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*. |
| **Pay Quantities** | When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions. |

**90-02 Scope of payment**. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities**. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work*

*and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items**. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work**. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments**. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, five (5) percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

**a.** The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

**b.** The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

**c.** The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

**d.** The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

**e.** The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

**90-08 Payment of withheld funds**. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

**a.** The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

**b.** The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

**c.** The Contractor shall enter into an escrow agreement satisfactory to the Owner.

**d.** The Contractor shall obtain the written consent of the surety to such agreement.

**90-09 Acceptance and final payment**. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

Pursuant to Chapter 573 of the Code of Iowa, the Owner is required to retain, from all payments to the Contractor, 5 percent of the payment amount to be held for a period of not less than 30 days following final acceptance of the work. The amount so retained will be paid to the Contractor at the end of said 30-day period, provided that no claims or liens have been filed against said Contractor. In the event that, at the end of said 30-day period, claims are on file as herein provided, the Owner shall continue to retain from said unpaid funds a sum not less than double the total amount of all claims on file, or the full 5 percent retainage amount, whichever is less.

**90-10 Construction warranty.**

**a.** In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

**b.** This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

**c.** The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

**d.** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

**e.** The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

**f.** If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

**g.** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

**h.** This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

**a.** Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

**b.** Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

**c.** Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

**d.** Complete all punch list items identified during the Final Inspection.

**e.** Provide complete release of all claims for labor and material arising out of the Contract.

**f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

**g.** When applicable per state requirements, return copies of sales tax completion forms.

**h.** Manufacturer's certifications for all items incorporated in the work.

**i.** All required record drawings, as-built drawings or as-constructed drawings.

**j.** Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

**l.** Equipment commissioning documentation submitted, if required.

m. Lien waivers from Prime Contractor and all subcontractors.

**END OF SECTION 90**

# PART 1
# LOCAL CONTRACT PROVISIONS

SPECIAL PROVISIONS

PART I GENERAL

**1.01 SECURITY REQUIREMENTS.** Contractor's supervisory employees shall obtain Security Clearance prior to having access to any area on the Airport within the limits of the perimeter fence (the 8' and 10' chain link fence). Other contractor employees who have a need for access to a work area on the Airport must be escorted by an employee with current Security Clearance. At least one (1) Security-Cleared employee shall always be on-site. This employee shall be in direct contact and control of and always be responsible for all employees under his/her supervision. The procedure for a contractor's employee to obtain Security Clearance is as follows.

a. Complete fingerprint by the Airport Administration which will be forwarded for a criminal background check.

b. After the background check is completed, which takes approximately 7-10 business days, Airport Administration will issue approval notice of unescorted access to the airfield.

c. Prior to access to the airfield, the person(s) are required to complete an online Driver Training Program. This program takes approximately one (1) hour to complete.

d. In addition to the cost of fingerprinting, a non-refundable payment in the amount of $70 is required for each Airport Security Clearance Request. This payment is due to the Waterloo Regional Airport when the completed fingerprint form is returned to Airport Administration.

e. Each company is required to establish a signatory individual that is responsible for their employees conduct on the field and for badging, additional training is required for this role.

Each company or agency must provide the Airport Administration with a list of individuals who have or are requesting Airport Security Clearance. Requirements may change during the project and lead to more restrictive requirements.

**1.02 INSURANCE.**

1. GENERAL. The Contractor shall purchase and maintain insurance to protect the Contractor and the Waterloo Regional Airport against all hazards enumerated herein throughout the duration of the Contract. All policies shall be in the amounts, form and companies satisfactory to the Waterloo Regional Airport.

   Insurance coverage will be considered acceptable when certificates of insurance required herein state that thirty (30) days' written notice will be given to the Waterloo Regional Airport before the policy is cancelled or changed. All certificates of insurance shall be delivered to the Waterloo Regional Airport prior to the time that any operations under the Contract is awarded.

   All of said Contractor's certificates of insurance shall be written in an insurance company authorized to do business in the State of Iowa or if written in an insurance company not authorized to do business in the State of Iowa by an insurance company approved by the Waterloo Regional Airport.

   "Insurance", "insurance policy" or "insurance contract" when used in this code shall have the same meaning as "insurance policy" and "insurance contract" under Section 507B.2 of the Code of Iowa, provided, however, that when "insurance" as demonstrated by an "insurance policy" or "insurance contract" is required to be posted, presented or demonstrated to exist by any person or other entity by this code or by virtue of any Contract, bid request, specification, rule or other action or request of the Waterloo Regional Airport said "insurance policy" or "contract of insurance" shall provide coverage on an occurrence basis and not on a claims made basis and the person or other entity shall provide evidence of such coverage through an "insurance policy", "contract of insurance" or "certificate of insurance" which clearly discloses on its face coverage on an occurrence basis except as to insurance coverage required for asbestos removal which may be provided on a claims made basis when it is demonstrated to the satisfaction of the Waterloo Regional Airport that occurrence coverage is not reasonably available.

2. INSURANCE REQUIREMENTS. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

   a. Claims under workers' compensation, disability benefit and other similar employee benefit acts;

   b. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

   c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

   d. Claims for damages insured by usual personal injury liability coverage which are sustained:

      (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or

      (2) by any other person;

   e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

   f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

3. LIMITS OF LIABILITY. The insurance required by Section 2 shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater:

| | | |
|---|---|---|
| a. | General Liability;<br>(including products-completed operations; independent contractors; underground, explosion & collapse hazards; and standard broad form liability endorsement) | $2,000,000 Combined single limit per occurrence.<br><br>$2,000,000 Aggregate |
| b. | Automobile Liability;<br>(including all owned, non-owned and hired autos) | $1,000,000 Combined single limit |
| c. | Workers' Compensation | Statutory Benefits<br>$100,000 Coverage B |
| d. | Umbrella Liability;<br>(applying directly in excess of above liability coverages) | $2,000,000 Combined single limit<br>$2,000,000 Aggregate |

4. CONTRACTUAL LIABILITY INSURANCE. The insurance required by Section 2 shall include contractual liability insurance applicable to the Contractor's obligations as follows:

   a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Waterloo Regional Airport, the City of Waterloo and AECOM, and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

      (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and

(2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 4.

b. In any and all claims against the Waterloo Regional Airport, the City of Waterloo and AECOM, or any of their agents, officers or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 4, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

c. The obligations of the Contractor under this Section 4, shall not extend to the liability of AECOM, their agents or employees, arising out of:

(1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or Specifications, or

(2) The giving of or the failure to give directions or instructions by AECOM, their agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

5. CONTRACTOR'S INSURANCE FOR OTHER LOSSES. For the consideration in this agreement heretofore stated, in addition to Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, the Contractor's agents, Subcontractors material men or the Contractor's or their employees, as well as to shed or other temporary structures, scaffolding and stagings, protective fences, bridges and sidewalk hooks.

The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this Contract, and any modifications alterations, enlargement thereto, is to be done, and to items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.

6. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE. Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Waterloo Regional Airport in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

**1.03 CONSTRUCTION PROGRESS SCHEDULES.** The construction progress schedule shall be prepared in accordance with the following:

a) Contractor shall indicate hours of daily operations.

b) No work shall be done on Sundays or legal holidays without written permission of Owner. However, emergency work may be done without prior permission.

c) The schedule shall be in the form of a horizontal bar chart.

1. Provide separate horizontal bar for each trade, activity or operation.

2. Horizontal Time Scale: Identify first workday of each week.

3. Scale and spacings to allow space for notations and future revisions.

d) The format of the listing shall be in chronological order of the start of each item of work.

e) Show dates for beginning and completion of each major element of construction.

f) Show projected percentage of completion for each item as of first day of each month.

**1.04 CONVICT LABOR.** No convict labor may be employed under this contract.

**1.05 WITHHOLDING: SPONSOR FROM CONTRACTOR.** Whether or not payments or advances to the Waterloo Regional Airport are withheld or suspended by the FAA, the Waterloo Regional Airport may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract.

**1.06 NONPAYMENT OF WAGES.** If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the Waterloo Regional Airport, after written notice to the contractor, shall take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

**1.07 SUBCONTRACTS.** The contractor shall insert in each of his subcontracts the provisions contained in paragraph 1.04 and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

**1.08 UTILITY LOCATES.** The following is a listing of all public and private utility services with facilities on Waterloo Regional Airport property:

Federal Aviation Administration
National Weather Service
MidAmerican Energy
Qwest Telephone
Waterloo Water Works
Waterloo Regional Airport

The Contractor shall be responsible for locating all utilities within the project limits. The Contractor shall provide a utility locate service as part of the contract to locate utilities owned by the Waterloo Regional Airport.

**END OF SPECIAL PROVISIONS**

# PART 2
# FEDERAL CONTRACT PROVISIONS FOR CONSTRUCTION AND EQUIPMENT PROJECTS

## SUPPLEMENTARY PROVISIONS

These Supplementary Conditions amend and/or supplement the General Terms and Conditions of the Contract and other provisions of the Contract Documents as indicated herein. All contract provisions that are not so amended or supplemented remain in full force and effect.

## FEDERAL PROVISIONS

### ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Contractor* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

### TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on December 29, 2025 Page 27 This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by

the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

## TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non□discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on December 29, 2025 Page 28 sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

## COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

## CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall

be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance

with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe

benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during

working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

## DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of **responsiveness**:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments hereto.

The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 including any amendments thereto apply to this contract. It is the policy of the City of Waterloo, Iowa to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

## CONTRACT ASSURANCE (49 CFR § 26.13) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26, including any amendments hereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (49 CFR § 26.29**) –
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Waterloo, Iowa The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Waterloo, Iowa. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f))** –
The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of the City of Waterloo, Iowa. This includes, but is not limited to, instances in which the prime

contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the City of Waterloo, Iowa. Unless the City of Waterloo, Iowa consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City of Waterloo, Iowa may provide such written consent only if the City of Waterloo, Iowa agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Waterloo, Iowa its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Waterloo, Iowa, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the City of Waterloo, Iowa and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of Waterloo, Iowa should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City of Waterloo, Iowa may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

## TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the

applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

## PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

## TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

## TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

## VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

# PART 3
# FAA ADVISORY CIRCULAR 150/5370-2G
# OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION

U.S. Department
of Transportation
**Federal Aviation**
**Administration**

# Advisory Circular

| **Subject:** Operational Safety on Airports During Construction | **Date:** 12/13/2017<br>**Initiated By:** AAS-100 | **AC No:** 150/5370-2G<br>**Change:** |
|---|---|---|

1 **Purpose.**

This AC sets forth guidelines for operational safety on airports during construction.

2 **Cancellation.**

This AC cancels AC 150/5370-2F, *Operational Safety on Airports during Construction*, dated September 29, 2011.

3 **Application.**

This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*. For those certificated airports, this AC provides one way, but not the only way, of meeting those requirements. The use of this AC is mandatory for those airport construction projects receiving funds under the Airport Improvement Program (AIP). See Grant Assurance No. 34, *Policies, Standards, and Specifications*. While we do not require non-certificated airports without grant agreements or airports using Passenger Facility Charge (PFC) Program funds for construction projects to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.

4 **Related Documents.**

ACs and Orders referenced in the text of this AC do not include a revision letter, as they refer to the latest version. Appendix A contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

5 **Principal Changes.**

The AC incorporates the following principal changes:

1. Notification about impacts to both airport owned and FAA-owned NAVAIDs was added. See paragraph 2.13.5.3, NAVAIDs.

2. Guidance for the use of orange construction signs was added. See paragraph 2.18.4.2, Temporary Signs.
3. Open trenches or excavations may be permitted in the taxiway safety area while the taxiway is open to aircraft operations, subject to restrictions. See paragraph 2.22.3.4, Excavations.
4. Guidance for temporary shortened runways and displaced thresholds has been enhanced. See Figure 2-1 and Figure 2-2.
5. Figures have been improved and a new Appendix F on the placement of orange construction signs has been added.

Hyperlinks (allowing the reader to access documents located on the internet and to maneuver within this document) are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the "ALT" and " ←" keys simultaneously.

Figures in this document are schematic representations and are not to scale.

6 **Use of Metrics.**

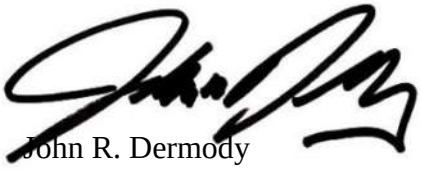
Throughout this AC, U.S. customary units are used followed with "soft" (rounded) conversion to metric units. The U.S. customary units govern.

7 **Where to Find this AC.**

You can view a list of all ACs at http://www.faa.gov/regulations_policies/advisory_circulars/. You can view the Federal Aviation Regulations at http://www.faa.gov/regulations_policies/faa_regulations/.

8 **Feedback on this AC.**

If you have suggestions for improving this AC, you may use the Advisory Circular Feedback form at the end of this AC.



John R. Dermody
Director of Airport Safety and Standards

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# CHAPTER 1. PLANNING AN AIRFIELD CONSTRUCTION PROJECT

## 1.1 Overview.

Airports are complex environments, and procedures and conditions associated with construction activities often affect aircraft operations and can jeopardize operational safety. Safety considerations are paramount and may make operational impacts unavoidable. However, careful planning, scheduling, and coordination of construction activities can minimize disruption of normal aircraft operations and avoid situations that compromise the airport's operational safety. The airport operator must understand how construction activities and aircraft operations affect one another to be able to develop an effective plan to complete the project. While the guidance in this AC is primarily used for construction operations, the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

## 1.2 Plan for Safety.

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the airport operator must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities, and associated costs will be identified and their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project, and/or to airport operations to maintain operational safety. This planning effort will ultimately result in a project Construction Safety and Phasing Plan (CSPP). The development of the CSPP takes place through the following five steps:

### 1.2.1 Identify Affected Areas.

The airport operator must determine the geographic areas on the airport affected by the construction project. Some, such as a runway extension, will be defined by the project. Others may be variable, such as the location of haul routes and material stockpiles.

### 1.2.2 Describe Current Operations.

Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Approach Category (AAC) and Airplane Design Group (ADG) of the airplanes that operate on each runway; the ADG and Taxiway Design Group (TDG)[1] for each affected taxiway; designated approach visibility minimums;

[1] Find Taxiway Design Group information in AC 150/5300-13, *Airport Design.*

available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System (SMGCS) plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

1.2.3 Allow for Temporary Changes to Operations.

To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways, and other changes. An example of a table showing temporary operations versus current operations is shown in Appendix E.

1.2.4 Take Required Measures to Revise Operations.

Once the level and type of aircraft operations to be maintained are identified, the airport operator must determine the measures required to safely conduct the planned operations during the construction. These measures will result in associated costs, which can be broadly interpreted to include not only direct construction costs, but also loss of revenue from impacted operations. Analysis of costs may indicate a need to reevaluate allowable changes to operations. As aircraft operations and allowable changes will vary widely among airports, this AC presents general guidance on those subjects.

1.2.5 Manage Safety Risk.

The FAA is committed to incorporating proactive safety risk management (SRM) tools into its decision-making processes. FAA Order 5200.11, *FAA Airports (ARP) Safety Management System (SMS)*, requires the FAA to conduct a Safety Assessment for certain triggering actions. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA determine whether a Safety Assessment is required prior to FAA approval of the CSPP. The airport operator must coordinate with the appropriate FAA Airports Regional or District Office early in the development of the CSPP to determine the need for a Safety Risk Assessment. If the FAA requires an assessment, the airport operator must at a minimum:

1. Notify the appropriate FAA Airports Regional or District Office during the project "scope development" phase of any project requiring a CSPP.
2. Provide documents identified by the FAA as necessary to conduct SRM.
3. Participate in the SRM process for airport projects.
4. Provide a representative to participate on the SRM panel.

5. Ensure that all applicable SRM identified risks elements are recorded and mitigated within the CSPP.

## 1.3 **Develop a Construction Safety and Phasing Plan (CSPP).**

Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See Appendix A for a list of related reading material.

### 1.3.1 List Requirements.

A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or located on an airport certificated under Part 139. For on-airfield construction projects at Part 139 airports funded without AIP funds, the preparation of a CSPP represents an acceptable method the certificate holder may use to meet Part 139 requirements during airfield construction activity. As per FAA Order 5200.11, projects that require Safety Assessments do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures. However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures (see paragraph 1.2.5).

### 1.3.2 Prepare a Safety Plan Compliance Document (SPCD).

The Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications.

### 1.3.3 Assume Responsibility for the CSPP.

The airport operator is responsible for establishing and enforcing the CSPP. The airport operator may use the services of an engineering consultant to help develop the CSPP. However, writing the CSPP cannot be delegated to the construction contractor. Only those details the airport operator determines cannot be addressed before contract award are developed by the contractor and submitted for approval as the SPCD. The SPCD does not restate nor propose differences to provisions already addressed in the CSPP.

## 1.4 Who Is Responsible for Safety During Construction?

### 1.4.1 Establish a Safety Culture.

Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others, such as military personnel at any airport supporting military operations (e.g. national guard or a joint use facility). Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

### 1.4.2 Assess Airport Operator's Responsibilities.

An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

1.4.2.1 Develop a CSPP that complies with the safety guidelines of Chapter 2, Construction Safety and Phasing Plans, and Chapter 3, Guidelines for Writing a CSPP. The airport operator may develop the CSPP internally or have a consultant develop the CSPP for approval by the airport operator. For tenant sponsored projects, approve a CSPP developed by the tenant or its consultant.

1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.

1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See AC 150/5370-12, *Quality Management for Federally Funded Airport Construction Projects.* (Note "FAA" refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)

1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.

1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.

1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.

1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.

1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.

1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.

1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.

1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

1.4.2.12 Conduct inspections sufficiently frequently to ensure construction contractors and tenants comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

1.4.2.13 Take immediate action to resolve safety deficiencies.

1.4.2.14 At airports subject to 49 CFR Part 1542, *Airport Security*, ensure construction access complies with the security requirements of that regulation.

1.4.2.15 Notify appropriate parties when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).

1.4.2.16 Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1) for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. A separate form may be filed for each potential obstruction, or one form may be filed describing the entire construction area and maximum equipment height. In the latter case, a separate form must be filed for any object beyond or higher than the originally evaluated area/height. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.

1.4.2.17 Ensure prompt transmission of the Airport Sponsor Strategic Event Submission, FAA Form 6000-26, located at https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT_SPONSOR_STRATEGIC_EVENT_SUBMISSION_FORM.pdf, to assure proper coordination for NAS Strategic Interruption per Service Level Agreement with ATO.

1.4.2.18 Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. The FAA Airports Regional or District office will determine if further coordination within the FAA is needed. Coordinate with appropriate local and other federal government agencies, such as Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Transportation Security Administration (TSA), and the state environmental agency.

1.4.3 Define Construction Contractor's Responsibilities.

The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

1.4.3.1 Submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor, indicating an understanding of the operational safety requirements of the CSPP and the assertion of compliance with the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.

1.4.3.2 Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.

1.4.3.3 Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.

1.4.3.4 Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.

1.4.3.5 Conduct sufficient inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

1.4.3.6 Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate, and as specified in the CSPP and SPCD.

1.4.3.7 Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.

1.4.3.8 Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.

1.4.3.9 Ensure that all necessary safety mitigations are understood by all parties involved, and any special requirements of each construction phase will be fulfilled per the approved timeframe.

1.4.3.10 Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

1.4.4 Define Tenant's Responsibilities.

If planning construction activities on leased property, Airport tenants, such as airline operators, fixed base operators, and FAA ATO/Technical Operations sponsoring construction are strongly encouraged to:

1. Develop, or have a consultant develop, a project specific CSPP and submit it to the airport operator. The airport operator may forgo a complete CSPP submittal and instead incorporate appropriate operational safety principles and measures addressed in the advisory circular within their tenant lease agreements.
2. In coordination with its contractor, develop an SPCD and submit it to the airport operator for approval issued prior to issuance of a Notice to Proceed.
3. Ensure that construction personnel are familiar with safety procedures and regulations on the airport during all phases of the construction.
4. Provide a point of contact of who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
5. Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
6. Ensure that no tenant or contractor employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.
7. Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate, as specified in the CSPP and SPCD.
8. Ensure prompt submittal through the airport operator of Form 7460-1 for conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.
9. Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

# CHAPTER 2. CONSTRUCTION SAFETY AND PHASING PLANS

## 2.1 Overview.

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's CSPP and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

## 2.2 Assume Responsibility.

Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

## 2.3 Submit the CSPP.

Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in 8.5 × 11 inch or 11 × 17 inch format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

### 2.3.1 Submit an Outline/Draft.

By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.

### 2.3.2 Submit a CSPP.

The CSPP should be formally submitted for FAA approval when the project design is 80 percent to 90 percent complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.

2.3.3 Submit an SPCD.

The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

2.3.4 Submit CSPP Revisions.

All revisions to a previously approved CSPP must be re-submitted to the FAA for review and approval/disapproval action.

## 2.4 Meet CSPP Requirements.

2.4.1 To the extent possible, the CSPP should address the following as outlined in Chapter 3, Guidelines for Writing a CSPP. Details that cannot be determined at this stage are to be included in the SPCD.

1. Coordination.
    a. Contractor progress meetings.
    b. Scope or schedule changes.
    c. FAA ATO coordination.
2. Phasing.
    a. Phase elements.
    b. Construction safety drawings.
3. Areas and operations affected by the construction activity.
    a. Identification of affected areas.
    b. Mitigation of effects.
4. Protection of navigation aids (NAVAIDs).
5. Contractor access.
    a. Location of stockpiled construction materials.
    b. Vehicle and pedestrian operations.
6. Wildlife management.
    a. Trash.
    b. Standing water.
    c. Tall grass and seeds.
    d. Poorly maintained fencing and gates.
    e. Disruption of existing wildlife habitat.
7. Foreign Object Debris (FOD) management.
8. Hazardous materials (HAZMAT) management.
9. Notification of construction activities.

a. Maintenance of a list of responsible representatives/ points of contact.

b. NOTAM.

c. Emergency notification procedures.

d. Coordination with ARFF Personnel.

e. Notification to the FAA.

10. Inspection requirements.

a. Daily (or more frequent) inspections.

b. Final inspections.

11. Underground utilities.

12. Penalties.

13. Special conditions.

14. Runway and taxiway visual aids. Marking, lighting, signs, and visual NAVAIDs.

a. General.

b. Markings.

c. Lighting and visual NAVAIDs.

d. Signs, temporary, including orange construction signs, and permanent signs.

15. Marking and signs for access routes.

16. Hazard marking and lighting.

a. Purpose.

b. Equipment.

17. Work zone lighting for nighttime construction (if applicable).

18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces.

a. Runway Safety Area (RSA).

b. Runway Object Free Area (ROFA).

c. Taxiway Safety Area (TSA). Provide details for any adjustments to Taxiway Safety Area width to allow continued operation of smaller aircraft. See paragraph 2.22.3.

d. Taxiway Object Free Area (TOFA). Provide details for any continued aircraft operations while construction occurs within the TOFA. See paragraph 2.22.4.

e. Obstacle Free Zone (OFZ).

f. Runway approach/departure surfaces.

19. Other limitations on construction.

a. Prohibitions.

b. Restrictions.

2.4.2 The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, (Name of Contractor), have read the (Title of Project) CSPP, approved on (Date), and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

1. Coordination. Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
2. Phasing. Discuss proposed construction schedule elements, including:
   a. Duration of each phase.
   b. Daily start and finish of construction, including "night only" construction.
   c. Duration of construction activities during:
      i. Normal runway operations.
      ii. Closed runway operations.
      iii. Modified runway "Aircraft Reference Code" usage.
3. Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
4. Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.
5. Contractor access. Provide the following:
   a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
   b. Listing of individuals requiring driver training (for certificated airports and as requested).
   c. Radio communications.
      i. Types of radios and backup capabilities.
      ii. Who will be monitoring radios.
      iii. Who to contact if the ATCT cannot reach the contractor's designated person by radio.

d. Details on how the contractor will escort material delivery vehicles.

6. Wildlife management. Discuss the following:
   a. Methods and procedures to prevent wildlife attraction.
   b. Wildlife reporting procedures.
7. Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.
8. Hazardous Materials (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.
9. Notification of construction activities. Provide the following:
   a. Contractor points of contact.
   b. Contractor emergency contact.
   c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
   d. Batch plant details, including 7460-1 submittal.
10. Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.
11. Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.
12. Penalties. Penalties should be identified in the CSPP and should not require an entry in the SPCD.
13. Special conditions. Discuss proposed actions for each special condition identified in the CSPP.
14. Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
   a. Equipment and methods for covering signage and airfield lights.
   b. Equipment and methods for temporary closure markings (paint, fabric, other).
   c. Temporary orange construction signs.
   d. Types of temporary Visual Guidance Slope Indicators (VGSI).
15. Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.
16. Hazard marking and lighting. Discuss proposed equipment and methods for identifying excavation areas.
17. Work zone lighting for nighttime construction (if applicable). Discuss proposed equipment, locations, aiming, and shielding to prevent interference with air traffic control and aircraft operations.

18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
    a. Equipment and methods for maintaining Taxiway Safety Area standards.
    b. Equipment and methods to ensure the safe passage of aircraft where Taxiway Safety Area or Taxiway Object Free Area standards cannot be maintained.
    c. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
19. Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

## 2.5 **Coordination.**

Airport operators, or tenants responsible for design, bidding and conducting construction on their leased properties, should ensure at all project developmental stages, such as predesign, prebid, and preconstruction conferences, they capture the subject of airport operational safety during construction (see AC 150/5370-12, *Quality Management for Federally Funded Airport Construction Projects*). In addition, the following should be coordinated as required:

### 2.5.1 Progress Meetings.

Operational safety should be a standing agenda item for discussion during progress meetings throughout the project developmental stages.

### 2.5.2 Scope or Schedule Changes.

Changes in the scope or duration at any of the project stages may require revisions to the CSPP and review and approval by the airport operator and the FAA (see paragraph 1.4.2.17).

### 2.5.3 FAA ATO Coordination.

Early coordination with FAA ATO is highly recommended during the design phase and is required for scheduling Technical Operations shutdowns prior to construction. Coordination is critical to restarts of NAVAID services and to the establishment of any special procedures for the movement of aircraft. Formal agreements between the airport operator and appropriate FAA offices are recommended. All relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, should be coordinated with FAA ATO and may require an FAA flight inspection prior to restarting the facility. Flight inspections must be coordinated and scheduled well in advance of the intended facility restart. Flight inspections may require a reimbursable agreement between the airport operator and FAA ATO. Reimbursable agreements should be coordinated a minimum of 12 months prior to the start of construction. (See paragraph 2.13.5.3.2 for required FAA notification regarding FAA-owned NAVAIDs.)

## 2.6 **Phasing.**

Once it has been determined what types and levels of airport operations will be maintained, the most efficient sequence of construction may not be feasible. In this case, the sequence of construction may be phased to gain maximum efficiency while allowing for the required operations. The development of the resulting construction phases should be coordinated with local Air Traffic personnel and airport users. The sequenced construction phases established in the CSPP must be incorporated into the project design and must be reflected in the contract drawings and specifications.

### 2.6.1 Phase Elements.

For each phase the CSPP should detail:

- Areas closed to aircraft operations.
- Duration of closures.
- Taxi routes and/or areas of reduced TSA and TOFA to reflect reduced ADG use.
- ARFF access routes.
- Construction staging, disposal, and cleanout areas.
- Construction access and haul routes.
- Impacts to NAVAIDs.
- Lighting, marking, and signing changes.
- Available runway length and/or reduced RSA and ROFA to reflect reduced ADG use.
- Declared distances (if applicable).
- Required hazard marking, lighting, and signing.
- Work zone lighting for nighttime construction (if applicable).
- Lead times for required notifications.

### 2.6.2 Construction Safety Drawings.

Drawings specifically indicating operational safety procedures and methods in affected areas (i.e., construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should also be included in the contract drawing package.

## 2.7 **Areas and Operations Affected by Construction Activity.**

Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. Pre-meetings with the FAA ATO will support operational simulations. See Appendix E for an example of a table showing temporary operations versus current operations. The tables in Appendix E can be useful for coordination among all interested parties, including FAA Lines of Business.

2.7.1 Identification of Affected Areas.

Identifying areas and operations affected by the construction helps to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See paragraph 2.6.2.) Of particular concern are:

2.7.1.1 **Closing, or Partial Closing, of Runways, Taxiways and Aprons, and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or takeoff in either direction on that pavement is prohibited. A displaced threshold, by contrast, is established to ensure obstacle clearance and adequate safety area for landing aircraft. The pavement prior to the displaced threshold is normally available for take-off in the direction of the displacement and for landing and takeoff in the opposite direction. Misunderstanding this difference, may result in issuance of an inaccurate NOTAM, and can lead to a hazardous condition.

2.7.1.1.1 Partially Closed Runways.

The temporarily closed portion of a partially closed runway will generally extend from the threshold to a taxiway that may be used for entering and exiting the runway. If the closed portion extends to a point between taxiways, pilots will have to back-taxi on the runway, which is an undesirable operation. See Figure 2-1 for a desirable configuration.

2.7.1.1.2 Displaced Thresholds.

Since the portion of the runway pavement between the permanent threshold and a standard displaced threshold is available for takeoff and for landing in the opposite direction, the temporary displaced threshold need not be located at an entrance/exit taxiway. See Figure 2-2.

2.7.1.2 Closing of aircraft rescue and fire fighting access routes.

2.7.1.3 Closing of access routes used by airport and airline support vehicles.

2.7.1.4 Interruption of utilities, including water supplies for fire fighting.

2.7.1.5 Approach/departure surfaces affected by heights of objects.

2.7.1.6 Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.

**Figure 2-1. Temporary Partially Closed Runway**

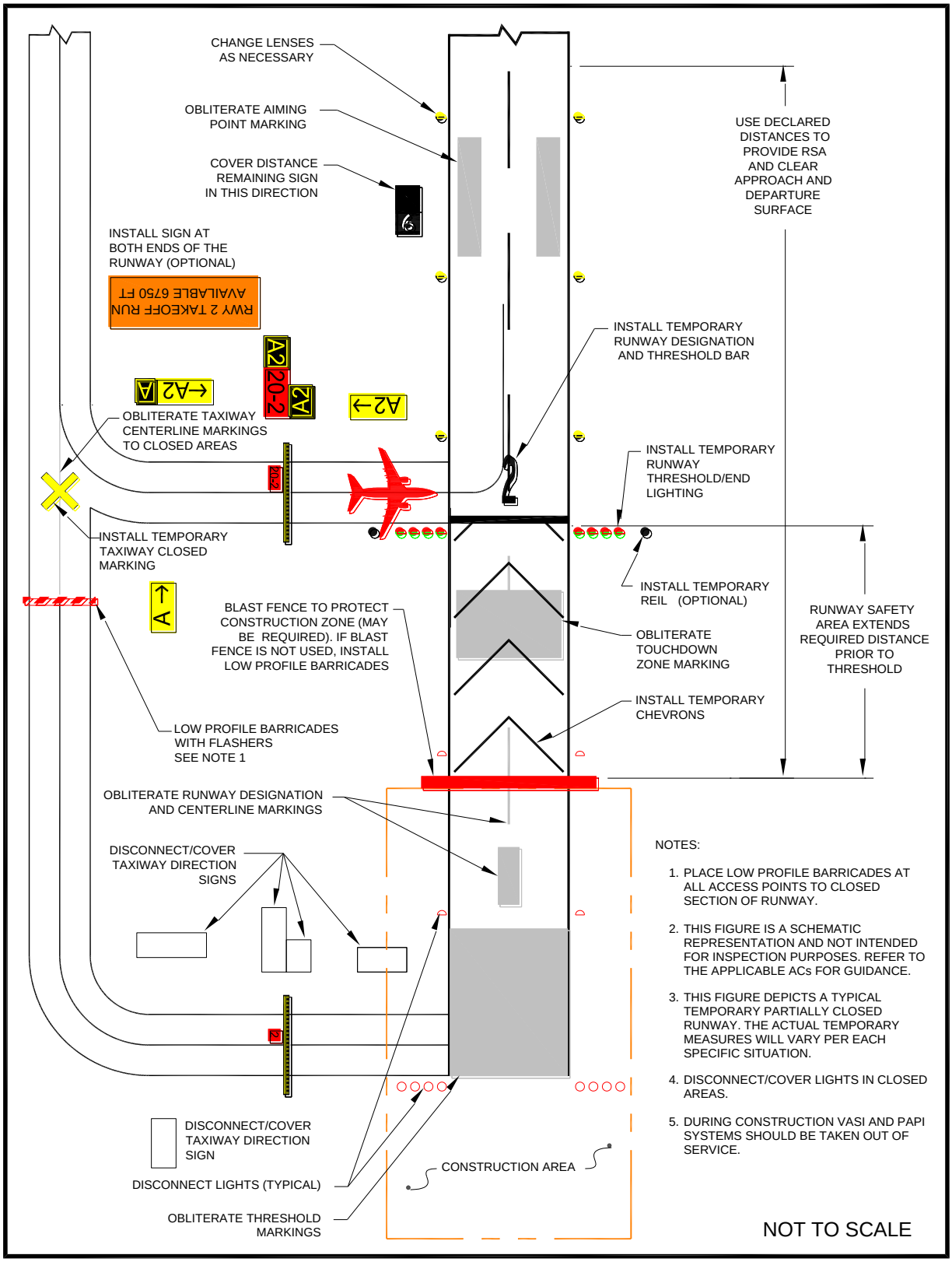
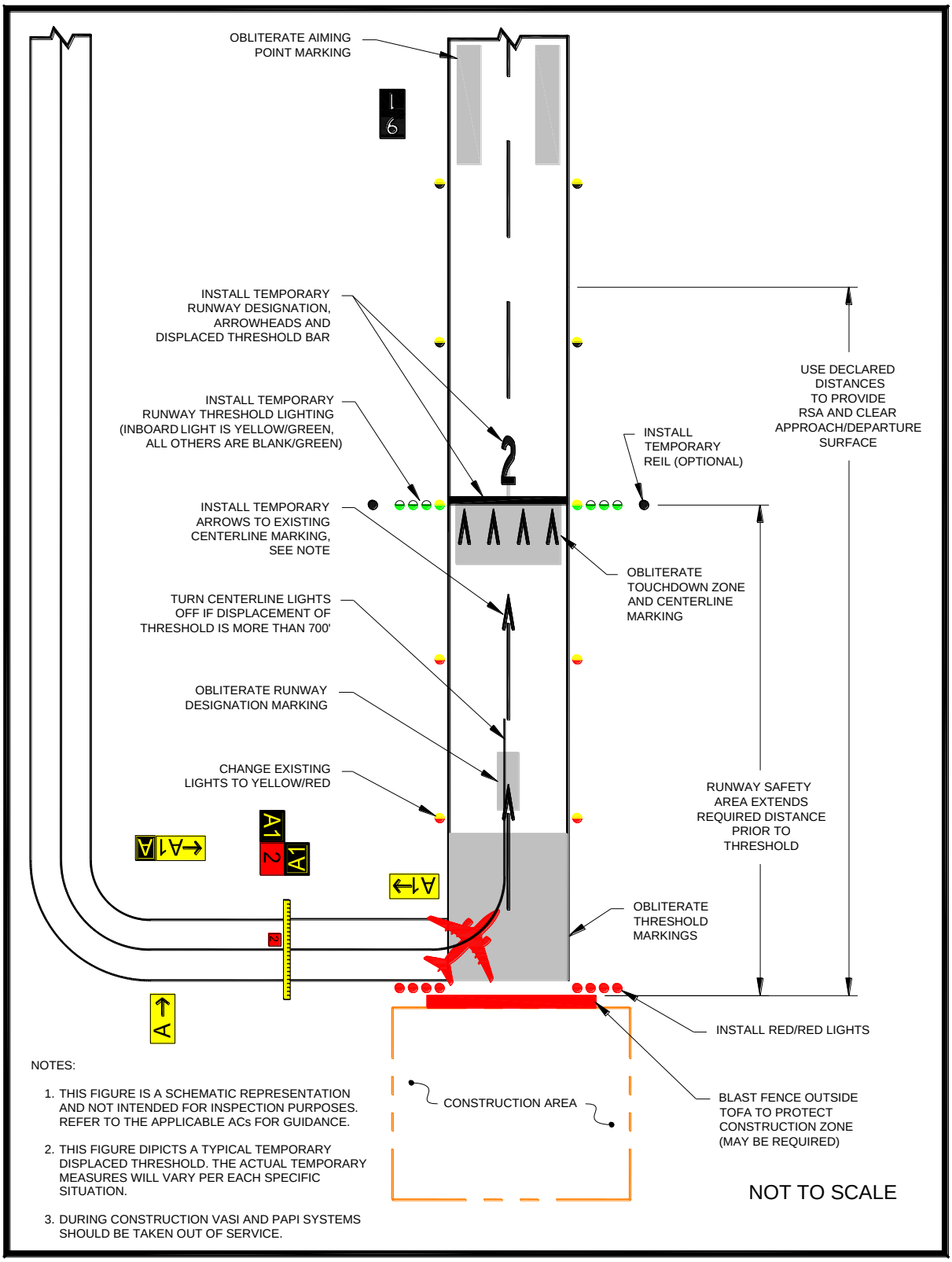


**Figure 2-2. Temporary Displaced Threshold**




**Note:** See paragraph 2.18.2.5.

2.7.2 Mitigation of Effects.

Establishment of specific procedures is necessary to maintain the safety and efficiency of airport operations. The CSPP must address:

2.7.2.1 Temporary changes to runway and/or taxi operations.

2.7.2.2 Detours for ARFF and other airport vehicles.

2.7.2.3 Maintenance of essential utilities.

2.7.2.4 Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.

## 2.8 Navigation Aid (NAVAID) Protection.

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA ATO/Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. (See paragraph 2.13.5.3.) Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. If any NAVAID may be affected, the CSPP and SPCD must show an understanding of the "critical area" associated with each NAVAID and describe how it will be protected. Where applicable, the operational critical areas of NAVAIDs should be graphically delineated on the project drawings. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a NOTAM be filed (see paragraph 2.13.2). Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDs. (See paragraph 2.13.5.3.)

## 2.9 Contractor Access.

The CSPP must detail the areas to which the contractor must have access, and explain how contractor personnel will access those areas. Specifically address:

2.9.1 Location of Stockpiled Construction Materials.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ, and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. (See paragraph 2.18.2.) This includes determining and

verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage from blowing or tracked material. See paragraphs 2.10 and 2.11.

2.9.2 Vehicle and Pedestrian Operations.

The CSPP should include specific vehicle and pedestrian requirements. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator should coordinate requirements for vehicle operations with airport tenants, contractors, and the FAA air traffic manager. In regard to vehicle and pedestrian operations, the CSPP should include the following, with associated training requirements:

2.9.2.1 **Construction Site Parking.**

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the AOA. These areas should provide reasonable contractor employee access to the job site.

2.9.2.2 **Construction Equipment Parking.**

Contractor employees must park and service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph 2.13.1 for further information.

2.9.2.3 **Access and Haul Roads.**

Determine the construction contractor’s access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul

roads does not interfere with NAVAIDs or approach surfaces of operational runways. Address whether access gates will be blocked or inoperative or if a rally point will be blocked or inaccessible.

2.9.2.4 Marking and lighting of vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport.*

2.9.2.5 Description of proper vehicle operations on various areas under normal, lost communications, and emergency conditions.

2.9.2.6 Required escorts.

2.9.2.7 **Training Requirements for Vehicle Drivers to Ensure Compliance with the Airport Operator's Vehicle Rules and Regulations.**

Specific training should be provided to vehicle operators, including those providing escorts. See AC 150/5210-20, *Ground Vehicle Operations on Airports*, for information on training and records maintenance requirements.

2.9.2.8 **Situational Awareness.**

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time. At non-towered airports, all aircraft movements and flight operations rely on aircraft operators to self-report their positions and intentions. However, there is no requirement for an aircraft to have radio communications. Because aircraft do not always broadcast their positions or intentions, visual checking, radio monitoring, and situational awareness of the surroundings is critical to safety.

2.9.2.9 **Two-Way Radio Communication Procedures.**

2.9.2.9.1 General.

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:

1. Airport operations
2. ATCT

3. Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
4. Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and "shortened" runways on the ATIS frequency.

2.9.2.9.2 Areas Requiring Two-Way Radio Communication with the ATCT.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.

2.9.2.9.3 Frequencies to be Used.

The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. At airports with an ATCT, the airport operator will specify the frequency assigned by the ATCT to be used between contractor vehicles and the ATCT.

2.9.2.9.4 Proper radio usage, including read back requirements.

2.9.2.9.5 Proper phraseology, including the International Phonetic Alphabet.

2.9.2.9.6 Light Gun Signals.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure. See the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings." This safety placard may be downloaded through the Runway Safety Program Web site at http://www.faa.gov/airports/runway_safety/publications/ (see "Signs & Markings Vehicle Dashboard Sticker") or obtained from the FAA Airports Regional Office.

2.9.2.10 **Maintenance of the secured area of the airport, including:**

2.9.2.10.1 Fencing and Gates.

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-

00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

2.9.2.10.2 Badging Requirements.

Airports subject to 49 CFR Part 1542, *Airport Security*, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

## 2.10 Wildlife Management.

The CSPP and SPCD must be in accordance with the airport operator's wildlife hazard management plan, if applicable. See AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports,* and CertAlert 98-05, *Grasses Attractive to Hazardous Wildlife.* Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

2.10.1 Trash.

Food scraps must be collected from construction personnel activity.

2.10.2 Standing Water.

2.10.3 Tall Grass and Seeds.

Requirements for turf establishment can be at odds with requirements for wildlife control. Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife. Seeding should comply with the guidance in AC 150/5370-10, *Standards for Specifying Construction of Airports,* Item T-901, Seeding. Contact the local office of the United Sates Department of Agriculture Soil Conservation Service or the State University Agricultural Extension Service (County Agent or equivalent) for assistance and recommendations. These agencies can also provide liming and fertilizer recommendations.

2.10.4 Poorly Maintained Fencing and Gates.

See paragraph 2.9.2.10.1.

2.10.5 Disruption of Existing Wildlife Habitat.

While this will frequently be unavoidable due to the nature of the project, the CSPP should specify under what circumstances (location, wildlife type) contractor personnel should immediately notify the airport operator of wildlife sightings.

2.11 **Foreign Object Debris (FOD) Management.**

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing (other than security fencing) or covers may be necessary to contain material that can be carried by wind into areas where aircraft operate. See AC 150/5210-24, *Foreign Object Debris (FOD) Management.*

2.12 **Hazardous Materials (HAZMAT) Management.**

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See AC 150/5320-15, *Management of Airport Industrial Waste.*

2.13 **Notification of Construction Activities.**

The CSPP and SPCD must detail procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.

2.13.1 List of Responsible Representatives/points of contact for all involved parties, and procedures for contacting each of them, including after hours.

2.13.2 NOTAMs.

Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must either enter the NOTAM into NOTAM Manager, or provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMs) for Airport Operators,* for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph 2.7.1.1 about issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

2.13.3 Emergency notification procedures for medical, fire fighting, and police response.

2.13.4 Coordination with ARFF.

The CSPP must detail procedures for coordinating through the airport sponsor with ARFF personnel, mutual aid providers, and other emergency services if construction requires:

1. The deactivation and subsequent reactivation of water lines or fire hydrants, or
2. The rerouting, blocking and restoration of emergency access routes, or
3. The use of hazardous materials on the airfield.

2.13.5 Notification to the FAA.

2.13.5.1 **Part 77.**

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, other equipment) on airports. FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See Appendix A to download the form. Further guidance is available on the FAA web site at oeaaa.faa.gov.

2.13.5.2 **Part 157.**

With some exceptions, Title 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airports*, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, *Notice of Landing Area Proposal*, to the nearest FAA Airports Regional or District Office. See Appendix A to download the form.

2.13.5.3 **NAVAIDs.**

For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622.

2.13.5.3.1 Airport Owned/FAA Maintained.

If construction operations require a shutdown of 24 hours or greater in duration, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown, using Strategic Event Coordination (SEC) Form 6000.26 contained within FAA Order 6000.15, *General Maintenance Handbook for National Airspace System (NAS) Facilities*.

2.13.5.3.2 FAA Owned.

1. The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs, using SEC Form 6000.26.
2. Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. Refer to active Service Level Agreement with ATO for specifics.

## 2.14 **Inspection Requirements.**

### 2.14.1 Daily Inspections.

Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in Appendix D, Construction Project Daily Safety Inspection Checklist. See also AC 150/5200-18, *Airport Safety Self-Inspection.* Airport operators holding a Part 139 certificate are required to conduct self-inspections during unusual conditions, such as construction activities, that may affect safe air carrier operations.

### 2.14.2 Interim Inspections.

Inspections should be conducted of all areas to be (re)opened to aircraft traffic to ensure the proper operation of lights and signs, for correct markings, and absence of FOD. The contractor should conduct an inspection of the work area with airport operations personnel. The contractor should ensure that all construction materials have been secured, all pavement surfaces have been swept clean, all transition ramps have been properly constructed, and that surfaces have been appropriately marked for aircraft to operate safely. Only if all items on the list meet with the airport operator's approval should the air traffic control tower be notified to open the area to aircraft operations. The contractor should be required to retain a suitable workforce and the necessary equipment at the work area for any last minute cleanup that may be requested by the airport operator prior to opening the area.

### 2.14.3 Final Inspections.

New runways and extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary.

2.15 **Underground Utilities.**

The CSPP and/or SPCD must include procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that "One Call" or "Miss Utility" services do not include FAA ATO/Technical Operations.

2.16 **Penalties.**

The CSPP should detail penalty provisions for noncompliance with airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion). Such penalties typically include rescission of driving privileges or access to the AOA.

2.17 **Special Conditions.**

The CSPP must detail any special conditions that affect the operation of the airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

2.18 **Runway and Taxiway Visual Aids.**

This includes marking, lighting, signs, and visual NAVAIDs. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDs that are to continue to perform their functions during construction remain in place and operational. Visual NAVAIDs that are not serving their intended function during construction must be temporarily disabled, covered, or modified as necessary. The CSPP must address the following, as appropriate:

2.18.1 General.

Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, and other wind currents and constructed of materials that will minimize damage to an aircraft in the event of inadvertent contact. Items used to secure such markings must be of a color similar to the marking.

2.18.2 Markings.

During the course of construction projects, temporary pavement markings are often required to allow for aircraft operations during or between work periods. During the design phase of the project, the designer should coordinate with the project manager,

airport operations, airport users, the FAA Airports project manager, and Airport Certification Safety Inspector for Part 139 airports to determine minimum temporary markings. The FAA Airports project manager will, wherever a runway is closed, coordinate with the appropriate FAA Flight Standards Office and disseminate findings to all parties. Where possible, the temporary markings on finish grade pavements should be placed to mirror the dimensions of the final markings. Markings must be in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings*, except as noted herein. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph 2.18.2.1.2.)

2.18.2.1 **Closed Runways and Taxiways.**

2.18.2.1.1 Permanently Closed Runways.

For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place an X at each end and at 1,000-foot (300 m) intervals. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X.

2.18.2.1.2 Temporarily Closed Runways.

For runways that have been temporarily closed, place an X at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X. See Figure 2-3. See also paragraph 2.18.3.3.

2.18.2.1.3 Partially Closed Runways and Displaced Thresholds.

When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with AC 150/5340-1. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph 2.7.1.1 for the difference between partially closed runways and runways with displaced thresholds. Because of the temporary nature of threshold displacement due to construction, it is not necessary to re-adjust the existing runway centerline markings to meet standard spacing for a runway with a visual approach. Some of the requirements below may be waived in the cases of low-activity airports and/or short duration changes that are measured in days rather than weeks. Consider whether the presence of an airport traffic

control tower allows for the development of special procedures. Contact the appropriate FAA Airports Regional or District Office for assistance.

**Figure 2-3. Markings for a Temporarily Closed Runway**

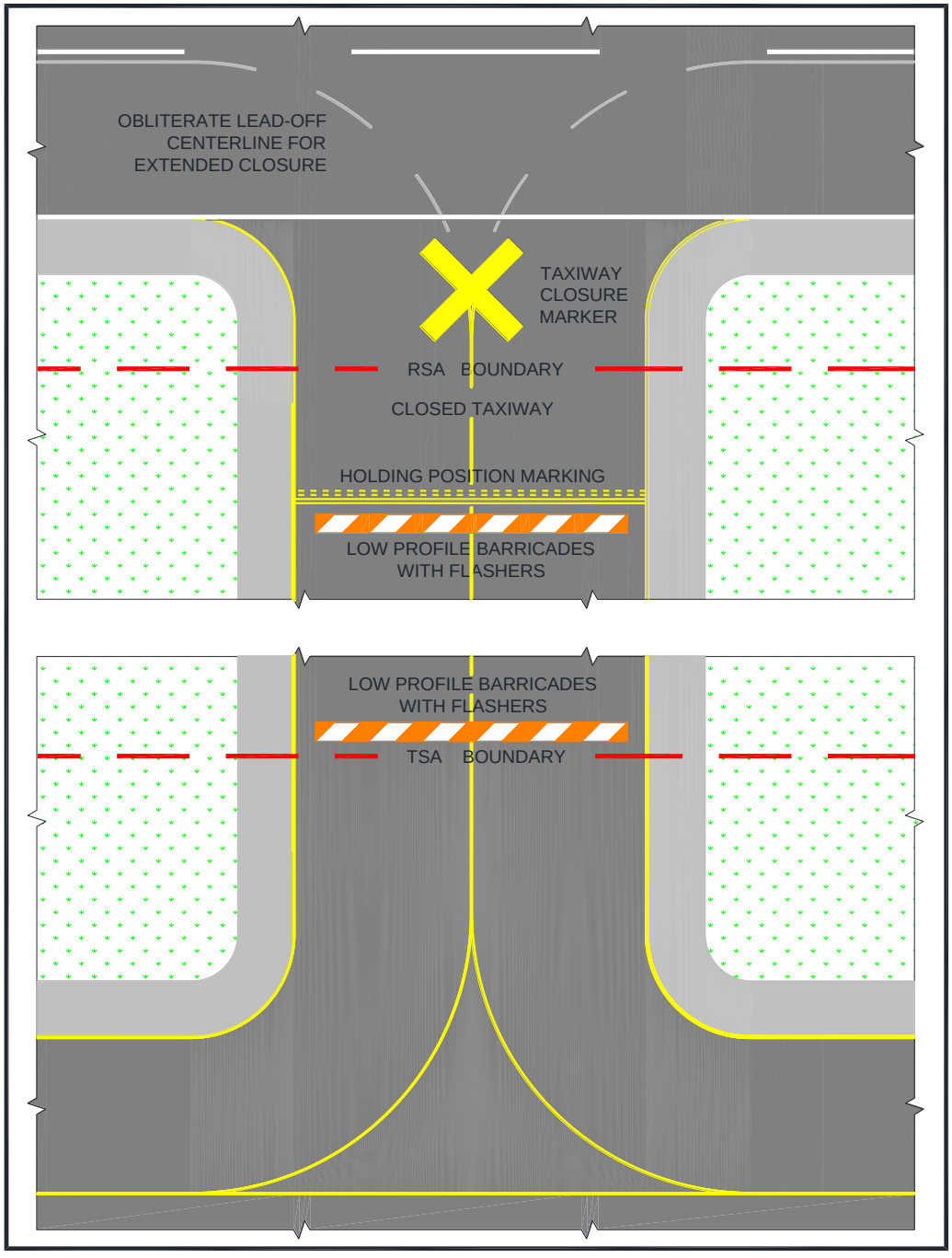


1. **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar, runway designation, and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see AC 150/5340-1). Obliterate or cover markings prior to the moved threshold. Existing touchdown zone markings beyond the moved threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-4.
2. **Displaced Thresholds.** Pavement markings for a displaced threshold consist of a runway threshold bar, runway designation, and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See AC 150/5340-1. Obliterate markings prior to the displaced threshold. Existing touchdown zone markings beyond the displaced threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-2.

2.18.2.1.4 Taxiways.

1. **Permanently Closed Taxiways.** AC 150/5300-13 *Airport Design*, notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. See Figure 2-4.

**Figure 2-4. Temporary Taxiway Closure**



2. **Temporarily Closed Taxiways.** Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines and taxiway to taxiway turns, leading to the closed section. Always obliterate runway lead-off lines for high speed exits, regardless of the duration of the closure. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. See Figure 2-4.

2.18.2.1.5 Temporarily Closed Airport.

When the airport is closed temporarily, mark all the runways as closed.

2.18.2.2 If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents. Items used to secure such markings must be of a color similar to the marking.

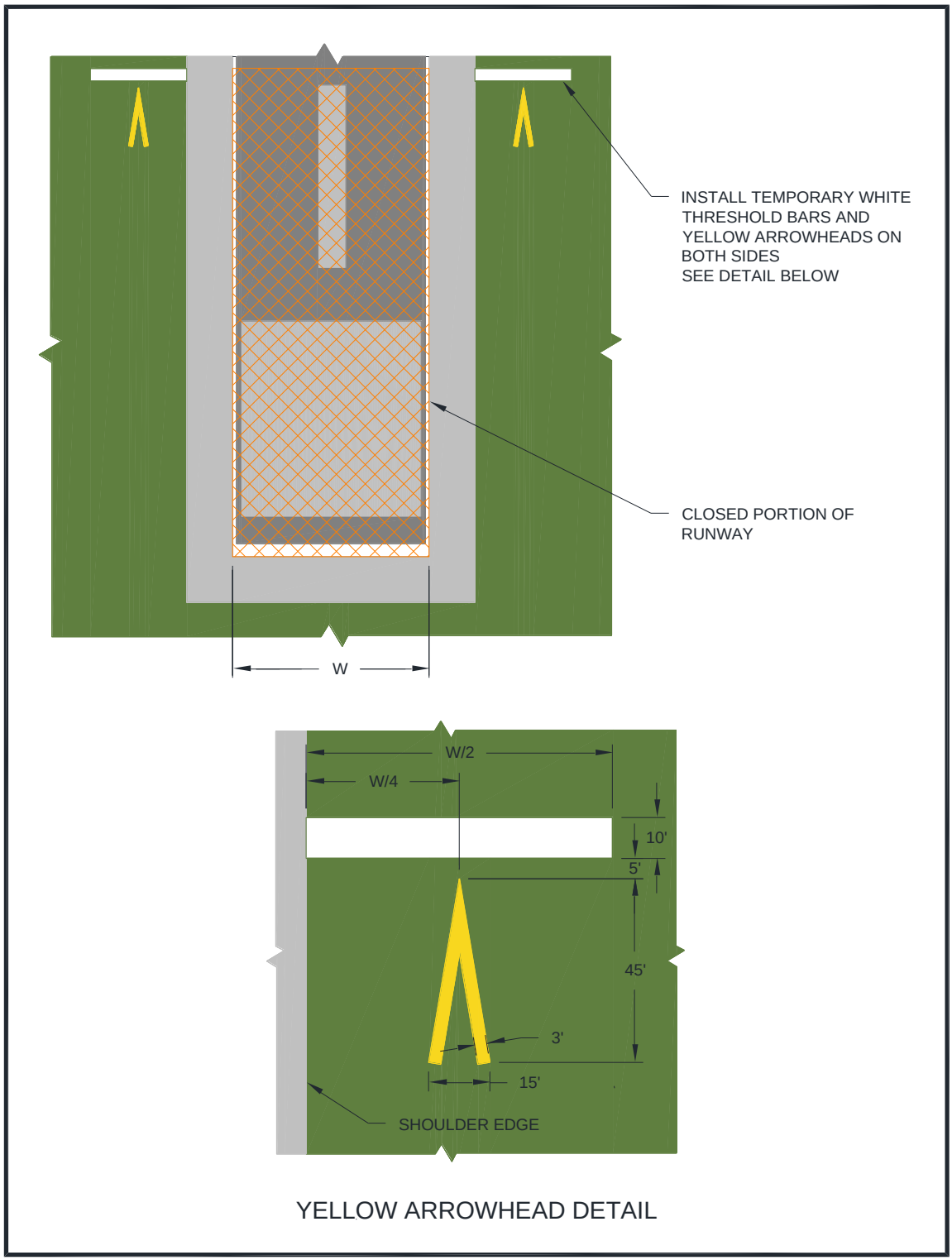
2.18.2.3 It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.

2.18.2.4 If it is not possible to install threshold bars, chevrons, and arrows on the pavement, "temporary outboard white threshold bars and yellow arrowheads", see Figure 2-5, may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimensions must be as shown in Figure 2-5. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.

2.18.2.5 The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in AC 150/5370-10), but the dimensions must meet the existing standards. When applying temporary markings at night, it is recommended that the fast curing, Type II paint be used to help offset the higher humidity and cooler temperatures often experienced at night. Diluting the paint will substantially increase cure time and is not recommended. Glass beads are not recommended for temporary markings. Striated markings may also be used for certain temporary markings. AC

150/5340-1, *Standards for Airport Markings*, has additional guidance on temporary markings.

**Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads**



2.18.3 Lighting and Visual NAVAIDs.

This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting installation must be in conformance with AC 150/5340-30, *Design and Installation Details for Airport Visual Aids,* and fixture design in conformance with AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights.* When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. See AC 150/5340-26, *Maintenance of Airport Visual Aid Facilities*, for disconnect procedures and safety precautions. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources. Maintain mandatory hold signs to operate normally in any situation where pilots or vehicle drivers could mistakenly be in that location. At towered airports certificated under Part 139, holding position signs are required to be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, install a jumper to the taxiway circuit to provide power to the holding position sign for nighttime operations. Where it is not possible to maintain power to signs that would normally be operational, install barricades to exclude aircraft. Figure 2-1, Figure 2-2, Figure 2-3, and Figure 2-4 illustrate temporary changes to lighting and visual NAVAIDs.

2.18.3.1 **Permanently Closed Runways and Taxiways.**

For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

2.18.3.2 **Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic.**

If available, use a lighted X, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note that the lighted X must be illuminated at all times that it is on a runway.) The use of a lighted X is required if night work requires runway lighting to be on. See AC 150/5345-55, *Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure.* For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. Figure 2-6 shows a lighted X by day. Figure 2-7 shows a lighted X at night.

**Figure 2-6. Lighted X in Daytime**



**Figure 2-7. Lighted X at Night**



2.18.3.3 **Partially Closed Runways and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially

closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service.

2.18.3.3.1 Partially Closed Runways.

Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixtures in such a way as to prevent light leakage. See Figure 2-1.

2.18.3.3.2 Temporary Displaced Thresholds.

Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light (white for visual runways) in the opposite direction. If the displacement is 700 feet or less, blank out centerline lights in the direction of approach or place the centerline lights out of service. If the displacement is over 700 feet, place the centerline lights out of service. See AC 150/5340-30 for details on lighting displaced thresholds. See Figure 2-2.

2.18.3.3.3 Temporary runway thresholds and runway ends must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.

2.18.3.3.4 A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph 2.18.2.1.3. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39, *Specification for L-853, Runway and Taxiway Retroreflective Markers.*

2.18.3.3.5 Temporary threshold lights and runway end lights and related visual NAVAIDs are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 inch (7.6 cm) above ground. (The standard above ground height for airport lighting fixtures is 14 inches (35 cm)). When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See AC 150/5370-10.

2.18.3.3.6 Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-30. Battery powered, solar, or portable lights that meet the criteria in AC 150/5345-50 may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may

be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

2.18.3.3.7 When runway thresholds are temporarily displaced, reconfigure yellow lenses (caution zone), as necessary, and place the centerline lights out of service.

2.18.3.3.8 Relocate the Visual Glide Slope Indicator (VGSI), such as Visual Approach Slope Indicator (VASI) and Precision Approach Path Indicator (PAPI); other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense. See FAA JO 6850.2, *Visual Guidance Lighting Systems,* for installation criteria for FAA owned and operated NAVAIDs.

2.18.3.3.9 Issue a NOTAM to inform pilots of temporary lighting conditions.

2.18.3.4 **Temporarily Closed Taxiways.**

If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in a way as to prevent light leakage.

2.18.4 Signs.

To the extent possible, signs must be in conformance with AC 150/5345-44, *Specification for Runway and Taxiway Signs*, and AC 150/5340-18, *Standard for Airport Sign Systems.*

2.18.4.1 **Existing Signs.**

Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

2.18.4.2 **Temporary Signs.**

Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot "information overload," the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, *Guidance for the Assembly and Installation of Temporary Orange Construction Signs.* Many criteria in AC 150/5345-44, *Specification for Runway and Taxiway Signs,* are referenced in the Engineering Brief. Permissible sign legends are:

1. CONSTRUCTION AHEAD,
2. CONSTRUCTION ON RAMP, and
3. RWY XX TAKEOFF RUN AVAILABLE XXX FT.

Phasing, supported by drawings and sign schedule, for the installation of orange construction signs must be included in the CSPP or SPCD.

2.18.4.2.1 Takeoff Run Available (TORA) signs.

**Recommended:** Where a runway has been shortened for takeoff, install orange TORA signs well before the hold lines, such as on a parallel taxiway prior to a turn to a runway hold position. See EB 93 for sign size and location.

2.18.4.2.2 Sign legends are shown in Figure F-1.

**Note:** See Figure E-1, Figure E-2, Figure E-3, Figure F-2, and Figure F-3 for examples of orange construction sign locations.

2.19 **Marking and Signs for Access Routes.**

The CSPP should indicate that pavement markings and signs for construction personnel will conform to AC 150/5340-18 and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23, *Frangible Connections,* which may require modification to size and height guidance in the MUTCD.

## 2.20 **Hazard Marking, Lighting and Signing.**

2.20.1 Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

2.20.2 Equipment.

2.20.2.1 **Barricades.**

Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

2.20.2.2 **Lights.**

Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

2.20.2.3 **Supplement Barricades with Signs (for example) As Necessary.**

Examples are “No Entry” and “No Vehicles.” Be aware of the increased effects of wind and jet blast on barricades with attached signs.

2.20.2.4 **Air Operations Area – General.**

Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground. Figure 2-8 and Figure 2-9 show sample barricades with proper coloring and flags.

**Figure 2-8. Interlocking Barricades**



**Figure 2-9. Low Profile Barricades**



2.20.2.5 **Air Operations Area – Runway/Taxiway Intersections.**

Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

2.20.2.6 **Air Operations Area – Other.**

Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

2.20.2.7 **Maintenance.**

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

## 2.21 Work Zone Lighting for Nighttime Construction.

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to AC 150/5370-10 for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely

illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

## 2.22 **Protection of Runway and Taxiway Safety Areas.**

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in AC 150/5300-13. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (see paragraph 2.13.5) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

### 2.22.1 Runway Safety Area (RSA).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13). Construction activities within the existing RSA are subject to the following conditions:

2.22.1.1 No construction may occur within the existing RSA while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (See AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published, and appropriate NOTAMs issued. See AC 150/5300-13 for guidance on the use of declared distances.

2.22.1.2 The airport operator must coordinate the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

2.22.1.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

2.22.1.4 **Excavations.**

2.22.1.4.1 Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.

2.22.1.4.2 Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.1.5 **Erosion Control.**

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.2 Runway Object Free Area (ROFA).

Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

2.22.3 Taxiway Safety Area (TSA).

2.22.3.1 A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See AC 150/5300-13.) Since the width of the TSA is equal to the wingspan of the design aircraft, no construction may occur within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. Give special consideration to TSA dimensions at taxiway turns and intersections. (see AC 150/5300-13).

2.22.3.2 The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

2.22.3.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations.

2.22.3.4 **Excavations.**

1. Curves. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
2. Straight Sections. Open trenches or excavations are not permitted within the TSA while the taxiway is open for unrestricted aircraft operations. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations to allow the safe passage of ARFF equipment and of the heaviest aircraft operating on the taxiway across the trench without causing damage to the equipment or aircraft. In rare circumstances where the section of taxiway is indispensable for aircraft movement, open trenches or excavations may be permitted in the TSA while the taxiway is open to aircraft operations, subject to the following restrictions:
   a. Taxiing speed is limited to 10 mph.
   b. Appropriate NOTAMs are issued.
   c. Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
   d. Low mass, low-profile lighted barricades are installed.
   e. Appropriate temporary orange construction signs are installed.
3. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.3.5 **Erosion control.**

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.4 Taxiway Object Free Area (TOFA).

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

2.22.4.1 The taxiway object free area dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available. Give special consideration to TOFA dimensions at taxiway turns and intersections.

2.22.4.2 Offset taxiway centerline and edge pavement markings (do not use glass beads) may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting, centerline reflectors, or taxiway edge reflectors are required. Existing lighting that does not coincide with the temporary markings must be taken out of service.

2.22.4.3 Construction activity, including open excavations, may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:

2.22.4.3.1 Taxiing speed is limited to 10 mph.

2.22.4.3.2 NOTAMs issued advising taxiing pilots of hazard and recommending reduced taxiing speeds on the taxiway.

2.22.4.3.3 Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.

2.22.4.3.4 If desired, appropriate orange construction signs are installed. See paragraph 2.18.4.2 and Appendix F.

2.22.4.3.5 Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.

2.22.4.3.6 Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel. Flaggers must also be used to direct taxiing aircraft. Due to liability issues, the airport operator should require airlines to provide flaggers for directing taxiing aircraft.

2.22.5 Obstacle Free Zone (OFZ).

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6 Runway Approach/Departure Areas and Clearways.

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in AC 150/5300-13. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6.1 Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

2.22.6.2 **Caution About Partial Runway Closures.**

When filing a NOTAM for a partial runway closure, clearly state that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

2.22.6.3 **Caution About Displaced Thresholds.**

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, or other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

2.23 **Other Limitations on Construction.**

The CSPP must specify any other limitations on construction, including but not limited to:

2.23.1 Prohibitions.

2.23.1.1 No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.

2.23.1.2 No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.

2.23.1.3 No use of electrical blasting caps on or within 1,000 feet (300 meters) of the airport property. See AC 150/5370-10.

2.23.2 Restrictions.

2.23.2.1 Construction suspension required during specific airport operations.

2.23.2.2 Areas that cannot be worked on simultaneously.

2.23.2.3 Day or night construction restrictions.

2.23.2.4 Seasonal construction restrictions.

2.23.2.5 Temporary signs not approved by the airport operator.

2.23.2.6 Grades changes that could result in unplanned effects on NAVAIDs.

# CHAPTER 3. GUIDELINES FOR WRITING A CSPP

## 3.1 General Requirements.

The CSPP is a standalone document written to correspond with the subjects outlined in paragraph 2.4. The CSPP is organized by numbered sections corresponding to each subject listed in paragraph 2.4, and described in detail in paragraphs 2.5 - 2.23. Each section number and title in the CSPP matches the corresponding subject outlined in paragraph 2.4 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

## 3.2 Applicability of Subjects.

Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA ILS cables during trenching operations could be considered FAA ATO coordination (Coordination, paragraph 2.5.3), an area and operation affected by the construction activity (Areas and Operations Affected by the Construction Activity, paragraph 2.7.1.4), a protection of a NAVAID (Protection of Navigational Aids (NAVAIDs), paragraph 2.8), or a notification to the FAA of construction activities (Notification of Construction Activities, paragraph 2.13.5.3.2). However, it is more specifically an underground utility requirement (Underground Utilities, paragraph 2.15). The procedure for protecting underground ILS cables during trenching operations should therefore be described in 2.4.2.11: "The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings." All other applicable sections should include a reference to 2.4.2.11: "ILS cables shall be identified and protected as described in 2.4.2.11" or "See 2.4.2.11 for ILS cable identification and protection requirements." Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

## 3.3 Graphical Representations.

Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

3.4 **Reference Documents.**

The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor. Where this AC recommends references (e.g. as in paragraph 3.9) the intent is to include a reference to the corresponding section in the CSPP, not to this Advisory Circular.

3.5 **Restrictions.**

The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent ("as-built") features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

3.6 **Coordination.**

Include in this section a detailed description of conferences and meetings to be held both before and during the project. Include appropriate information from AC 150/5370-12. Discuss coordination procedures and schedules for each required FAA ATO Technical Operations shutdown and restart and all required flight inspections.

3.7 **Phasing.**

Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph 3.8, as appropriate.

3.8 **Areas and Operations Affected by Construction.**

Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. See Appendix F for sample operational effects tables and figures.

3.9 **NAVAID Protection.**

List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph 3.6 for FAA ATO NAVAID shutdown, restart, and flight inspection coordination. Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph 3.14 for the

issuance of NOTAMs as required. Include a reference to paragraph 3.16 for the protection of underground cables and piping serving NAVAIDs. If temporary visual aids are proposed to replace or supplement existing facilities, include a reference to paragraph 3.19. Attach drawings to graphically indicate the affected NAVAIDS and the corresponding critical areas.

3.10 **Contractor Access.**

This will necessarily be the most extensive section of the CSPP. Provide sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

3.10.1 Location of Stockpiled Construction Materials.

Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 3.11 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 3.12 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

3.10.2 Vehicle and Pedestrian Operations.

While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying HAZMAT vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

3.10.3 Two-Way Radio Communications.

Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor CTAF at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light

signals, telephone numbers, others) must be included. All radio frequencies should by identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

3.10.4 Airport Security.

Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

3.11 **Wildlife Management.**

Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph 3.10 for security (wildlife) fence integrity maintenance as required.

3.12 **FOD Management.**

In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 3.15 for inspection requirements as required.

3.13 **HAZMAT Management.**

Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Safety Data Sheet (SDS), Material Safety Data Sheet (MSDS) or Product Safety Data Sheet (PSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be identified. Include a reference to paragraph 3.10 for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, AC 150/5320-15.

3.14 **Notification of Construction Activities.**

List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to

Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. Identify the E911 address of the airport and the emergency access route via haul roads to the construction site. Require the contractor to have this information available to all workers. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification, include a reference to paragraph 3.10. Differentiate between emergency and nonemergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

3.15 **Inspection Requirements.**

Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) or other airport operator's representative and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

3.16 **Underground Utilities.**

Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph 3.14 for notification of utility owners of accidental utility disruption as required.

3.17 **Penalties.**

Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, VPD, and others.

3.18 **Special Conditions.**

Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph 3.10 for compliance with airport safety and security measures and for radio communications as required. Include

a reference to paragraph 3.14 for emergency notification of all involved parties, including police/security, ARFF, and medical services.

3.19 **Runway and Taxiway Visual Aids.**

Include marking, lighting, signs, and visual NAVAIDS. Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDs required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDs that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDs such as REIL or PAPI. Quote from, rather than incorporate by reference, AC 150/5340-1, *Standards for Airport Markings;* AC 150/5340-18, *Standards for Airport Sign Systems;* and AC 150/5340-30, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDs.

3.20 **Marking and Signs for Access Routes.**

Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration MUTCD and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet frangibility/height requirements.

3.21 **Hazard Marking and Lighting.**

Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph 3.14. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

3.22 **Work Zone Lighting for Nighttime Construction.**

If work is to be conducted at night, specify all lighting equipment, including when and where each type of device is to be used. Indicate the direction lights are to be aimed and any directions that aiming of lights is prohibited. Specify any shielding necessary in instances where aiming is not sufficient to prevent interference with air traffic control and aircraft operations. Attach drawings to graphically indicate the placement and aiming of lighting equipment. Where the plan only indicates directions that aiming of lights is prohibited, the placement and positioning of portable lights must be proposed by the Contractor and approved by the airport operator’s representative each time lights are relocated or repositioned.

3.23 **Protection of Runway and Taxiway Safety Areas.**

This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13, as required. Include a reference to paragraph 3.10 for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 3.10 for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide the required Runway Safety Area, include a reference to paragraphs 3.14 and 3.19. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13, as required. Include a reference to paragraph 3.24 for height (i.e., crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional "box" within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

3.24 **Other Limitations on Construction.**

This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e., crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 3.7 for project phasing requirements based on construction limitations as required.

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## APPENDIX A. RELATED READING MATERIAL

Obtain the latest version of the following free publications from the FAA on its Web site at http://www.faa.gov/airports/.

**Table A-1. FAA Publications**

| Number | Title and Description |
|---|---|
| AC 150/5200-28 | *Notices to Airmen (NOTAMs) for Airport Operators*<br>Guidance for using the NOTAM System in airport reporting. |
| AC 150/5200-30 | *Airport Field Condition Assessments and Winter Operations Safety*<br>Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures. |
| AC 150/5200-33 | *Hazardous Wildlife Attractants On or Near Airports*<br>Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports. |
| AC 150/5210-5 | *Painting, Marking, and Lighting of Vehicles Used on an Airport*<br>Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas. |
| AC 150/5210-20 | *Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports*<br>Guidance to airport operators on developing ground vehicle operation training programs. |
| AC 150/5300-13 | *Airport Design*<br>FAA standards and recommendations for airport design. Establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria. |
| AC 150/5210-24 | *Airport Foreign Object Debris (FOD) Management*<br>Guidance for developing and managing an airport foreign object debris (FOD) program |

| Number | Title and Description |
|---|---|
| AC 150/5320-15 | *Management of Airport Industrial Waste*<br>Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities. |
| AC 150/5340-1 | *Standards for Airport Markings*<br>FAA standards for the siting and installation of signs on airport runways and taxiways. |
| AC 150/5340-18 | *Standards for Airport Sign Systems*<br>FAA standards for the siting and installation of signs on airport runways and taxiways. |
| AC 150/5345-28 | *Precision Approach Path Indicator (PAPI) Systems*<br>FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing. |
| AC 150/5340-30 | *Design and Installation Details for Airport Visual Aids*<br>Guidance and recommendations on the installation of airport visual aids. |
| AC 150/5345-39 | *Specification for L-853, Runway and Taxiway Retroreflective Markers* |
| AC 150/5345-44 | *Specification for Runway and Taxiway Signs*<br>FAA specifications for unlighted and lighted signs for taxiways and runways. |
| AC 150/5345-53 | *Airport Lighting Equipment Certification Program*<br>Details on the Airport Lighting Equipment Certification Program (ALECP). |
| AC 150/5345-50 | *Specification for Portable Runway and Taxiway Lights*<br>FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative. |
| AC 150/5345-55 | *Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure* |

| Number | Title and Description |
|---|---|
| AC 150/5370-10 | *Standards for Specifying Construction of Airports*<br>Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction. |
| AC 150/5370-12 | *Quality Management for Federally Funded Airport Construction Projects* |
| EB 93 | *Guidance for the Assembly and Installation of Temporary Orange Construction Signs* |
| FAA Order 5200.11 | FAA Airports (ARP) Safety Management System (SMS)<br>Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS. |
| FAA Certalert 98-05 | *Grasses Attractive to Hazardous Wildlife*<br>Guidance on grass management and seed selection. |
| FAA Form 7460-1 | Notice of Proposed Construction or Alteration |
| FAA Form 7480-1 | Notice of Landing Area Proposal |
| FAA Form 6000.26 | National NAS Strategic Interruption Service Level Agreement, Strategic Events Coordination, Airport Sponsor Form |

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at http://www.ecfr.gov/.

**Table A-2. Code of Federal Regulation**

| Number | Title |
|---|---|
| Title 14 CFR Part 77 | Safe, Efficient Use and Preservation of the Navigable Airspace |
| Title 14 CFR Part 139 | Certification of Airports |
| Title 49 CFR Part 1542 | Airport Security |

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at http://mutcd.fhwa.dot.gov/.

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# APPENDIX B. TERMS AND ACRONYMS

**Table B-1. Terms and Acronyms**

| Term | Definition |
|---|---|
| Form 7460-1 | Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. (See guidance available on the FAA web site at https://oeaaa.faa.gov.) The form may be downloaded at http://www.faa.gov/airports/resources/forms/, or filed electronically at: https://oeaaa.faa.gov. |
| Form 7480-1 | Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport The form may be downloaded at http://www.faa.gov/airports/resources/forms/. |
| Form 6000-26 | Airport Sponsor Strategic Event Submission Form |
| AC | Advisory Circular |
| ACSI | Airport Certification Safety Inspector |
| ADG | Airplane Design Group |
| AIP | Airport Improvement Program |
| ALECP | Airport Lighting Equipment Certification Program |
| ANG | Air National Guard |
| AOA | Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building. |
| ARFF | Aircraft Rescue and Fire Fighting |
| ARP | FAA Office of Airports |
| ASDA | Accelerate-Stop Distance Available |
| AT | Air Traffic |
| ATCT | Airport Traffic Control Tower |
| ATIS | Automatic Terminal Information Service |
| ATO | Air Traffic Organization |
| Certificated Airport | An airport that has been issued an Airport Operating Certificate by the FAA under |

| Term | Definition |
|---|---|
| | the authority of 14 CFR Part 139, *Certification of Airports*. |
| CFR | Code of Federal Regulations |
| Construction | The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft. |
| CSPP | Construction Safety and Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications. |
| CTAF | Common Traffic Advisory Frequency |
| Displaced Threshold | A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction. |
| DOT | Department of Transportation |
| EPA | Environmental Protection Agency |
| FAA | Federal Aviation Administration |
| FOD | Foreign Object Debris/Damage |
| FSS | Flight Service Station |
| GA | General Aviation |
| HAZMAT | Hazardous Materials |
| HMA | Hot Mix Asphalt |
| IAP | Instrument Approach Procedures |
| IFR | Instrument Flight Rules |
| ILS | Instrument Landing System |
| LDA | Landing Distance Available |
| LOC | Localizer antenna array |
| Movement Area | The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139). |
| MSDS | Material Safety Data Sheet |
| MUTCD | Manual on Uniform Traffic Control Devices |
| NAVAID | Navigation Aid |
| NAVAID Critical Area | An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal. |
| Non-Movement Area | The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft. |

| Term | Definition |
|---|---|
| NOTAM | Notices to Airmen |
| Obstruction | Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C. |
| OCC | Operations Control Center |
| OE / AAA | Obstruction Evaluation / Airport Airspace Analysis |
| OFA | Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See AC 150/5300-13 for additional guidance on OFA standards and wingtip clearance criteria.) |
| OFZ | Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to AC 150/5300-13 for guidance on OFZ. |
| OSHA | Occupational Safety and Health Administration |
| OTS | Out of Service |
| P&R | Planning and Requirements Group |
| NPI | NAS Planning & Integration |
| PAPI | Precision Approach Path Indicator |
| PFC | Passenger Facility Charge |
| PLASI | Pulse Light Approach Slope Indicator |
| Project Proposal Summary | A clear and concise description of the proposed project or change that is the object of Safety Risk Management. |
| RA | Reimbursable Agreement |
| RE | Resident Engineer |
| REIL | Runway End Identifier Lights |
| RNAV | Area Navigation |
| ROFA | Runway Object Free Area |
| RSA | Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13. |
| SDS | Safety Data Sheet |
| SIDA | Security Identification Display Area |
| SMS | Safety Management System |

| Term | Definition |
|---|---|
| SPCD | Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP. |
| SRM | Safety Risk Management |
| SSC | System Support Center |
| Taxiway Safety Area | A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13. |
| TDG | Taxiway Design Group |
| Temporary | Any condition that is not intended to be permanent. |
| Temporary Runway End | The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold. |
| Threshold | The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced. |
| TODA | Takeoff Distance Available |
| TOFA | Taxiway Object Free Area |
| TORA | Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See AC 150/5300-13 for guidance on declared distances. |
| TSA | Taxiway Safety Area, or<br>Transportation Security Administration |
| UNICOM | A radio communications system of a type used at small airports. |
| VASI | Visual Approach Slope Indicator |
| VGSI | Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI). |
| VFR | Visual Flight Rules |
| VOR | Very High Frequency Omnidirectional Radio Range |
| VPD | Vehicle / Pedestrian Deviation |

## APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

**Table C-1. CSPP Checklist**

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| **General Considerations** | | | | | |
| Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified. | 2.5 | | | | |
| Operational safety is a standing agenda item for construction progress meetings. | 2.5 | | | | |
| Scheduling of the construction phases is properly addressed. | 2.6 | | | | |
| Any formal agreements are established. | 2.5.3 | | | | |
| **Areas and Operations Affected by Construction Activity** | | | | | |
| Drawings showing affected areas are included. | 2.7.1 | | | | |
| Closed or partially closed runways, taxiways, and aprons are depicted on drawings. | 2.7.1.1 | | | | |
| Access routes used by ARFF vehicles affected by the project are addressed. | 2.7.1.2 | | | | |
| Access routes used by airport and airline support vehicles affected by the project are addressed. | 2.7.1.3 | | | | |
| Underground utilities, including water supplies for firefighting and drainage. | 2.7.1.4 | | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| Approach/departure surfaces affected by heights of temporary objects are addressed. | 2.7.1.5 | | | | |
| Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings. | 2.7.1 | | | | |
| Temporary changes to taxi operations are addressed. | 2.7.2.1 | | | | |
| Detours for ARFF and other airport vehicles are identified. | 2.7.2.2 | | | | |
| Maintenance of essential utilities and underground infrastructure is addressed. | 2.7.2.3 | | | | |
| Temporary changes to air traffic control procedures are addressed. | 2.7.2.4 | | | | |
| **NAVAIDs** | | | | | |
| Critical areas for NAVAIDs are depicted on drawings. | 2.8 | | | | |
| Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed. | 2.8 | | | | |
| Protection of NAVAID facilities is addressed. | 2.8 | | | | |
| The required distance and direction from each NAVAID to any construction activity is depicted on drawings. | 2.8 | | | | |
| Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included. | 2.8, 2.13.1, 2.13.5.3.1, 2.18.1 | | | | |
| **Contractor Access** | | | | | |
| The CSPP addresses areas to which contractor will have access and how | 2.9 | | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| the areas will be accessed. | | | | | |
| The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed. | 2.9 | | | | |
| The location of stockpiled construction materials is depicted on drawings. | 2.9.1 | | | | |
| The requirement for stockpiles in the ROFA to be approved by FAA is included. | 2.9.1 | | | | |
| Requirements for proper stockpiling of materials are included. | 2.9.1 | | | | |
| Construction site parking is addressed. | 2.9.2.1 | | | | |
| Construction equipment parking is addressed. | 2.9.2.2 | | | | |
| Access and haul roads are addressed. | 2.9.2.3 | | | | |
| A requirement for marking and lighting of vehicles to comply with AC 150/5210-5, *Painting, Marking and Lighting of Vehicles Used on an Airport,* is included. | 2.9.2.4 | | | | |
| Proper vehicle operations, including requirements for escorts, are described. | 2.9.2.5, 2.9.2.6 | | | | |
| Training requirements for vehicle drivers are addressed. | 2.9.2.7 | | | | |
| Two-way radio communications procedures are described. | 2.9.2.9 | | | | |
| Maintenance of the secured area of the airport is addressed. | 2.9.2.10 | | | | |
| **Wildlife Management** | | | | | |
| The airport operator's wildlife management procedures are addressed. | 2.10 | | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| **Foreign Object Debris Management** | | | | | |
| The airport operator's FOD management procedures are addressed. | 2.11 | | | | |
| **Hazardous Materials Management** | | | | | |
| The airport operator's hazardous materials management procedures are addressed. | 2.12 | | | | |
| **Notification of Construction Activities** | | | | | |
| Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed. | 2.13 | | | | |
| Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified. | 2.13.1 | | | | |
| A list of local ATO/Technical Operations personnel is included. | 2.13.1 | | | | |
| A list of ATCT managers on duty is included. | 2.13.1 | | | | |
| A list of authorized representatives to the OCC is included. | 2.13.2 | | | | |
| Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included. | 2.8, 2.13.2, 2.18.3.3.9 | | | | |
| Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified. | 2.13.2 | | | | |
| Emergency notification procedures for medical, fire fighting, and police | 2.13.3 | | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| response are addressed. | | | | | |
| Coordination with ARFF personnel for non-emergency issues is addressed. | 2.13.4 | | | | |
| Notification to the FAA under 14 CFR parts 77 and 157 is addressed. | 2.13.5 | | | | |
| Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed. | 2.13.5.3.2 | | | | |
| **Inspection Requirements** | | | | | |
| Daily and interim inspections by both the airport operator and contractor are specified. | 2.14.1, 2.14.2 | | | | |
| Final inspections at certificated airports are specified when required. | 2.14.3 | | | | |
| **Underground Utilities** | | | | | |
| Procedures for protecting existing underground facilities in excavation areas are described. | 2.15 | | | | |
| **Penalties** | | | | | |
| Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed. | 2.16 | | | | |
| **Special Conditions** | | | | | |
| Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed. | 2.17 | | | | |
| **Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs** | | | | | |
| The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed. | 2.18.1 | | | | |
| Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified. | 2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4 | | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| The requirement for markings to be in compliance with AC 150/5340-1, *Standards for Airport Markings*, is specified. | 2.18.2 | | | | |
| Detailed specifications for materials and methods for temporary markings are provided. | 2.18.2 | | | | |
| The requirement for lighting to conform to AC 150/5340-30, *Design and Installation Details for Airport Visual Aids;* AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights;* and AC 150/5345-53, *Airport Lighting Certification Program*, is specified. | 2.18.3 | | | | |
| The use of a lighted X is specified where appropriate. | 2.18.2.1.2, 2.18.3.2 | | | | |
| The requirement for signs to conform to AC 150/5345-44, *Specification for Runway and Taxiway Signs;* AC 50/5340-18, *Standards for Airport Sign Systems;* and AC 150/5345-53, *Airport Lighting Certification Program*, is specified. | 2.18.4 | | | | |
| **Marking and Signs For Access Routes** | | | | | |
| The CSPP specifies that pavement markings and signs intended for construction personnel should conform to AC 150/5340-18 and, to the extent practicable, with the MUTCD and/or State highway specifications. | 2.18.4.2 | | | | |
| **Hazard Marking and Lighting** | | | | | |
| Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified. | 2.20.1 | | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas. | 2.20.1 | | | | |
| The CSPP considers less obvious construction-related hazards. | 2.20.1 | | | | |
| Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified. | 2.20.2.1 | | | | |
| The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act. | 2.20.2.1 | | | | |
| Red lights meeting the luminance requirements of the State Highway Department are specified. | 2.20.2.2 | | | | |
| Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high. | 2.20.2.3 | | | | |
| Barricades are specified to indicate construction locations in which no part of an aircraft may enter. | 2.20.2.3 | | | | |
| Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways. | 2.20.2.5 | | | | |
| Markings for temporary closures are specified. | 2.20.2.5 | | | | |
| The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified. | 2.20.2.7 | | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| **Work Zone Lighting for Nighttime Construction** | | | | | |
| If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways. | 2.21 | | | | |
| **Protection of Runway and Taxiway Safety Areas** | | | | | |
| The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations. | 2.22.1.1, 2.22.3.1 | | | | |
| The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM. | 2.22.1.2, 2.22.3.2 | | | | |
| Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed. | 2.22.3.3 | | | | |
| The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions. | 2.22.1.4 | | | | |
| Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed. | 2.22.1.4 | | | | |
| The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site. | 2.22.1.4 | | | | |
| Grading and soil erosion control to maintain RSA/TSA standards are | 2.22.3.5 | | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| addressed. | | | | | |
| The CSPP specifies that equipment is to be removed from the ROFA when not in use. | 2.22.2 | | | | |
| The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations. | 2.22.3 | | | | |
| Appropriate details are specified for any construction work to be accomplished in a taxiway object free area. | 2.22.4 | | | | |
| Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included. | 2.22.4.3.6 | | | | |
| Provisions for protection of runway approach/departure areas and clearways are included. | 2.22.6 | | | | |
| **Other Limitations on Construction** | | | | | |
| The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use. | 2.23.1.2 | | | | |
| The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property. | 2.23.1.3 | | | | |

## APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

**Table D-1. Potentially Hazardous Conditions**

| Item | Action Required (Describe) | No Action Required (Check) |
|---|---|---|
| Excavation adjacent to runways, taxiways, and aprons improperly backfilled. | | |
| Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking. | | |
| Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends. | | |
| Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ. | | |
| Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown. | | |
| Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and | | |

| Item | Action Required (Describe) | No Action Required (Check) |
|---|---|---|
| approach zones. | | |
| Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area. | | |
| Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage. | | |
| Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards. | | |
| Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards. | | |
| Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports. | | |
| Obliterated or faded temporary markings on active operational areas. | | |
| Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards. | | |

| Item | Action Required (Describe) | No Action Required (Check) |
|---|---|---|
| Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions. | | |
| Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications. | | |
| Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings. | | |
| Lack of radio communications with construction vehicles in airport movement areas. | | |
| Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations. | | |
| Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction. | | |
| Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways. | | |
| Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system). | | |

| Item | Action Required (Describe) | No Action Required (Check) |
|---|---|---|
| Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits. | | |
| Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf. | | |
| Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it. | | |
| Site burning, which can cause possible obscuration. | | |
| Construction work taking place outside of designated work areas and out of phase. | | |

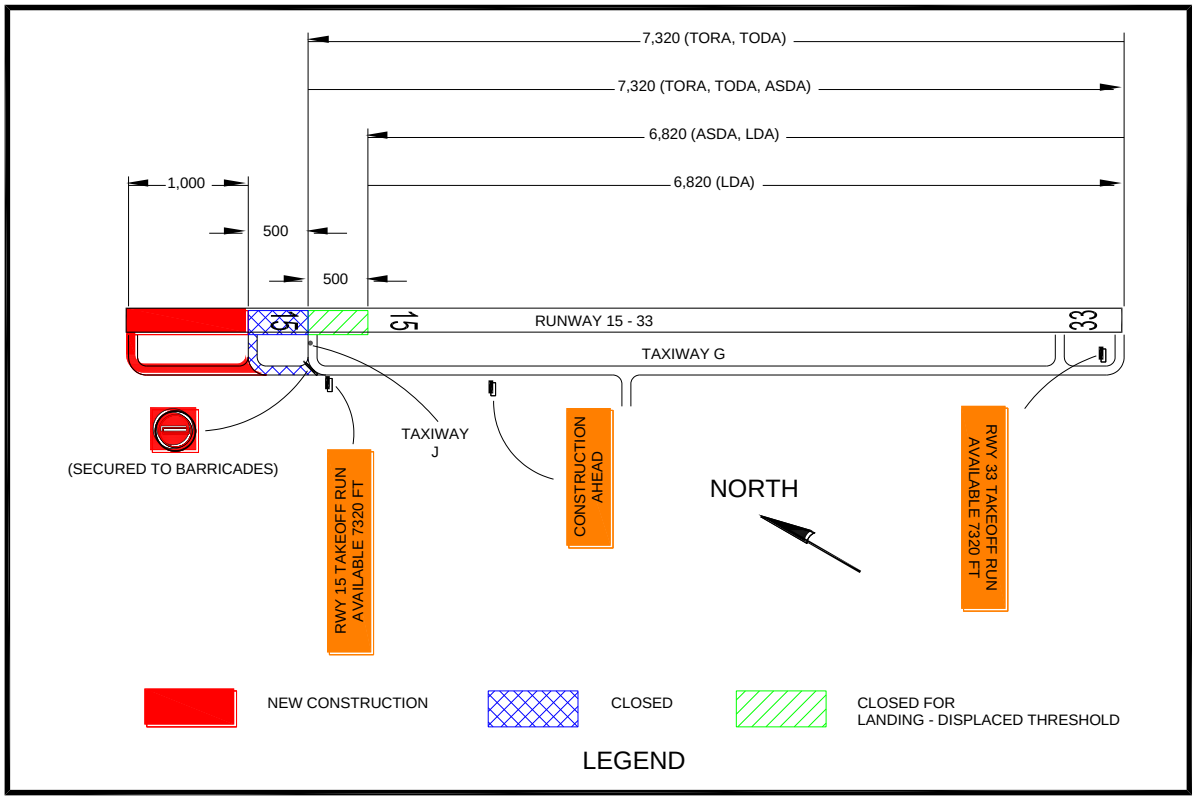
## APPENDIX E. SAMPLE OPERATIONAL EFFECTS TABLE

E.1 **Project Description.**

Runway 15-33 is currently 7820 feet long, with a 500 foot stopway on the north end. This project will remove the stopway and extend the runway 1000 feet to the north and 500 feet to the south. Finally, the existing portion of the runway will be repaved. The runway 33 glide slope will be relocated. The new runway 33 localizer has already been installed by FAA Technical Operations and only needs to be switched on. Runway 15 is currently served only by a localizer, which will remain in operation as it will be beyond the future RSA. Appropriate NOTAMS will be issued throughout the project.

E.1.1 During Phase I, the runway 15 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 15 takeoff and the departure end of runway 33 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 33 will be adjusted to provide the required RSA and applicable departure surface. Excavation near Taxiway G will require its ADG to be reduced from IV to III. See Figure E-1.

**Figure E-1. Phase I Example**

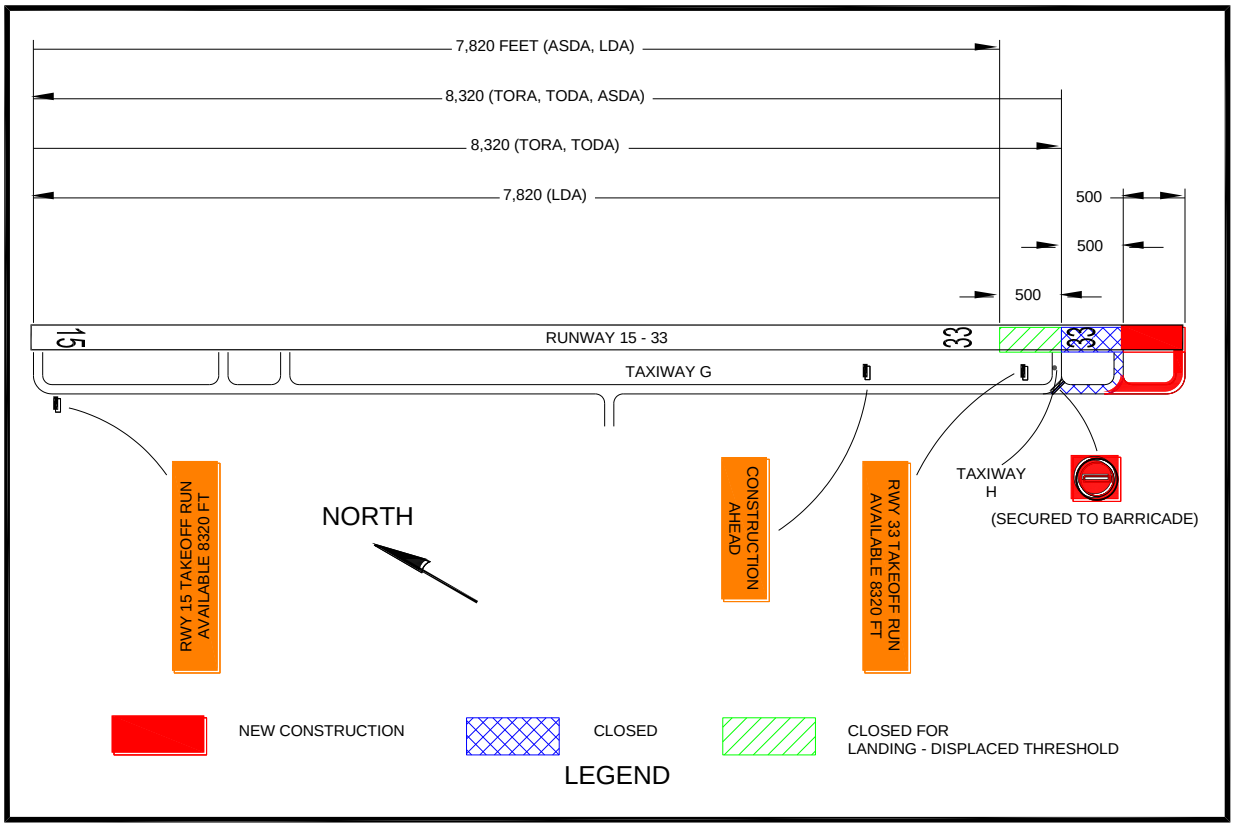



**Note 1:** Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

**Note 2:** Based on the declared distances for Runway 33 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.2 During Phase II, the runway 33 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 33 takeoff and the departure end of runway 15 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 15 will be adjusted to provide the required RSA and applicable departure surface. See Figure E-2.

**Figure E-2. Phase II Example**




**Note 1:** Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

**Note 2:** Based on the declared distances for Runway 15 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.3 During Phase III, the existing portion of the runway will be repaved with Hot Mix Asphalt (HMA) and the runway 33 glide slope will be relocated. Construction will be accomplished between the hours of 8:00 pm and 5:00 am, during which the runway will be closed to operations.

**Figure E-3. Phase III Example**

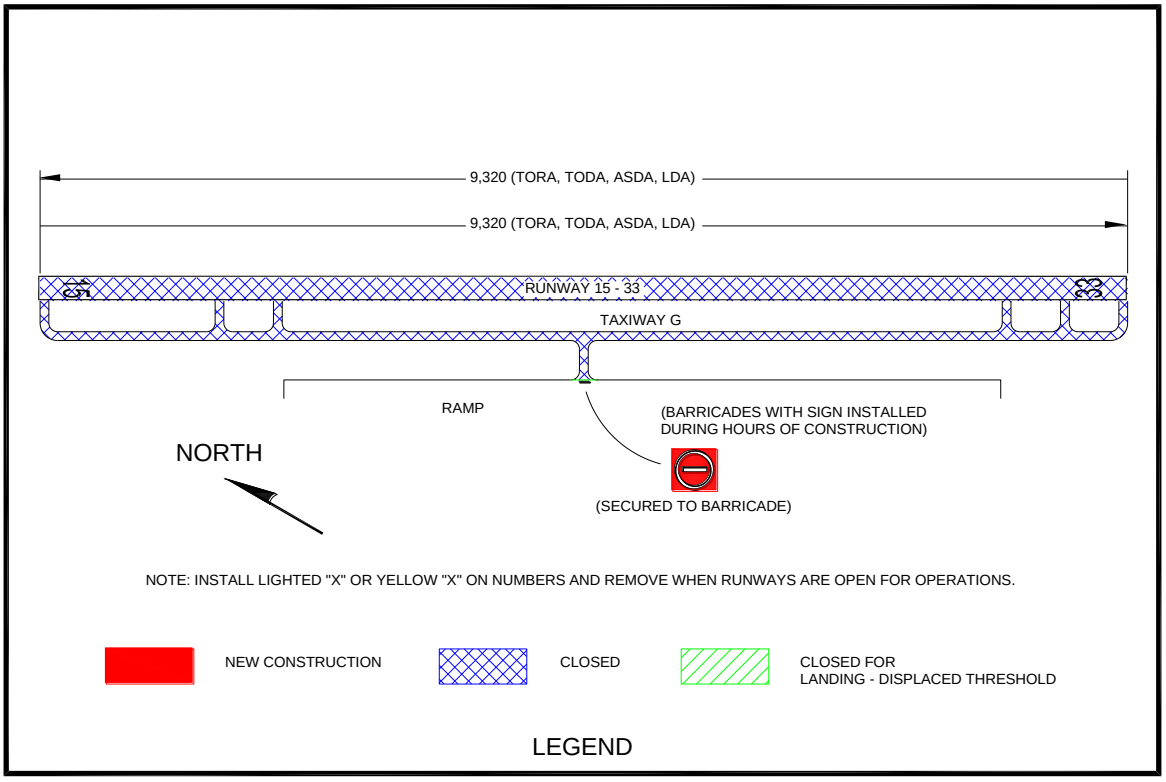


**Table E-1. Operational Effects Table**

| **Project** | **Runway 15-33 Extension and Repaving** | | | |
|---|---|---|---|---|
| **Phase** | **Normal (Existing)** | **Phase I: Extend Runway 15 End** | **Phase II: Extend Runway 33 End** | **Phase III: Repave Runway** |
| **Scope of Work** | N/A | Extend Runway 15-33 1,000 ft on north end with Hot Mix Asphaltic Concrete (HMA). | Extend Runway 15-33 500 ft on south end with Hot Mix Asphaltic Concrete (HMA). | Repave existing runway with HMA<br>Relocate Runway 33 Glide Slope |
| **Effects of Construction Operations** | N/A | Existing North 500 ft closed | Existing South 500 ft closed | Runway closed between 8:00 pm and 5:00 am<br>Edge lighting out of service |
| **Construction Phase** | N/A | Phase I (Anticipated) | Phase II (Anticipated) | Phase III (Anticipated) |
| **Runway 15 Average Aircraft Operations** | Carrier: 52 /day<br>GA: 26 /day<br>Military: 11 /day | Carrier: 40 /day<br>GA: 26 /day<br>Military: 0 /day | Carrier: 45 /day<br>GA: 26 /day<br>Military: 5 /day | Carrier: 45 / day<br>GA: 20 / day<br>Military: 0 /day |
| **Runway 33 Average Aircraft Operations** | Carrier: 40 /day<br>GA: 18 /day<br>Military: 10 /day | Carrier: 30 /day<br>GA: 18 /day<br>Military: 0 /day | Carrier: 25 /day<br>GA: 18 /day<br>Military: 5 /day | Carrier: 20 /day<br>GA: 5 /day<br>Military: 0 /day |
| **Runway 15-33 Aircraft Category** | C-IV | C-IV | C-IV | C-IV |
| **Runway 15 Approach Visibility Minimums** | 1 mile | 1 mile | 1 mile | 1 mile |
| **Runway 33 Approach Visibility Minimums** | ¾ mile | ¾ mile | ¾ mile | 1 mile |

**Note:** Proper coordination with Flight Procedures group is necessary to maintain instrument approach procedures during construction.

| Project | | Runway 15-33 Extension and Repaving | | | |
|---|---|---|---|---|---|
| Phase | | Normal (Existing) | Phase I: Extend Runway 15 End | Phase II: Extend Runway 33 End | Phase III: Repave Runway |
| Runway 15 Declared Distances | TORA | 7,820 | 7,320 | 8,320 | 9,320 |
| | TODA | 7,820 | 7,320 | 8,320 | 9,320 |
| | ASDA | 7,820 | 7,320 | 7,820 | 9,320 |
| | LDA | 7,820 | 6,820 | 7,820 | 9,320 |
| Runway 33 Declared Distances | TORA | 7,820 | 7,320 | 8,320 | 9,320 |
| | TODA | 7,820 | 7,320 | 8,320 | 9,320 |
| | ASDA | 8,320 | 6,820 | 8,320 | 9,320 |
| | LDA | 7,820 | 6,820 | 7,820 | 9,320 |
| Runway 15 Approach Procedures | | LOC only | LOC only | LOC only | LOC only |
| | | RNAV | RNAV | RNAV | RNAV |
| | | VOR | VOR | VOR | VOR |
| Runway 33 Approach Procedures | | ILS | ILS | ILS | LOC only |
| | | RNAV | RNAV | RNAV | RNAV |
| | | VOR | VOR | VOR | VOR |
| Runway 15 NAVAIDs | | LOC | LOC | LOC | LOC |
| Runway 33 NAVAIDs | | ILS, MALSR | ILS, MALSR | ILS, MALSR | LOC, MALSR |
| Taxiway G ADG | | IV | III | IV | IV |
| Taxiway G TDG | | 4 | 4 | 4 | 4 |
| ATCT (hours open) | | 24 hours | 24 hours | 24 hours | 0500 - 2000 |
| ARFF Index | | D | D | D | D |

| Project | Runway 15-33 Extension and Repaving | | | |
|---|---|---|---|---|
| **Phase** | **Normal (Existing)** | **Phase I: Extend Runway 15 End** | **Phase II: Extend Runway 33 End** | **Phase III: Repave Runway** |
| **Special Conditions** | Air National Guard (ANG) military operations | All military aircraft relocated to alternate ANG Base | Some large military aircraft relocated to alternate ANG Base | All military aircraft relocated to alternate ANG Base |
| **Information for NOTAMs** | | Refer above for applicable declared distances.<br>Taxiway G limited to 118 ft wingspan | Refer above for applicable declared distances. | Refer above for applicable declared distances.<br>Airport closed 2000 – 0500.<br>Runway 15 glide slope OTS. |

**Note:** This table is one example. It may be advantageous to develop a separate table for each project phase and/or to address the operational status of the associated NAVAIDs per construction phase.

Complete the following chart for each phase to determine the area that must be protected along the runway and taxiway edges:

**Table E-2. Runway and Taxiway Edge Protection**

| Runway/Taxiway | Aircraft Approach Category*<br>A, B, C, or D | Airplane Design Group*<br>I, II, III, or IV | Safety Area Width in Feet Divided by 2* |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

*See AC 150/5300-13 to complete the chart for a specific runway/taxiway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

**Table E-3. Protection Prior to Runway Threshold**

| Runway End Number | Airplane Design Group* I, II, III, or IV | Aircraft Approach Category* A, B, C, or D | Minimum Safety Area Prior to the Threshold* | Minimum Distance to Threshold Based on Required Approach Slope* | |
|---|---|---|---|---|---|
| | | | ft | ft | : 1 |
| | | | ft | ft | : 1 |
| | | | ft | ft | : 1 |
| | | | ft | ft | : 1 |

*See AC 150/5300-13 to complete the chart for a specific runway.

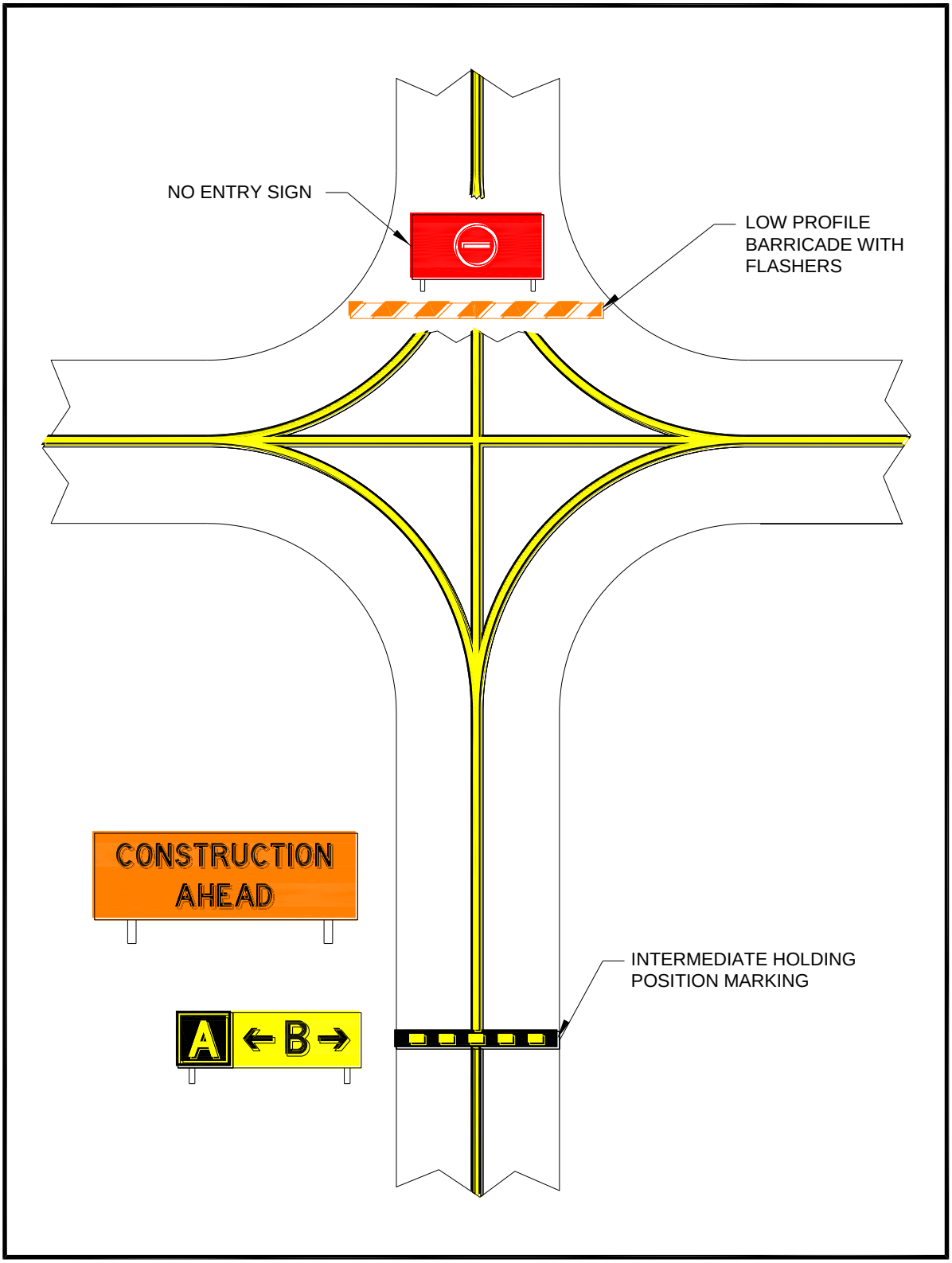
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## APPENDIX F. ORANGE CONSTRUCTION SIGNS

**Figure F-1. Approved Sign Legends**

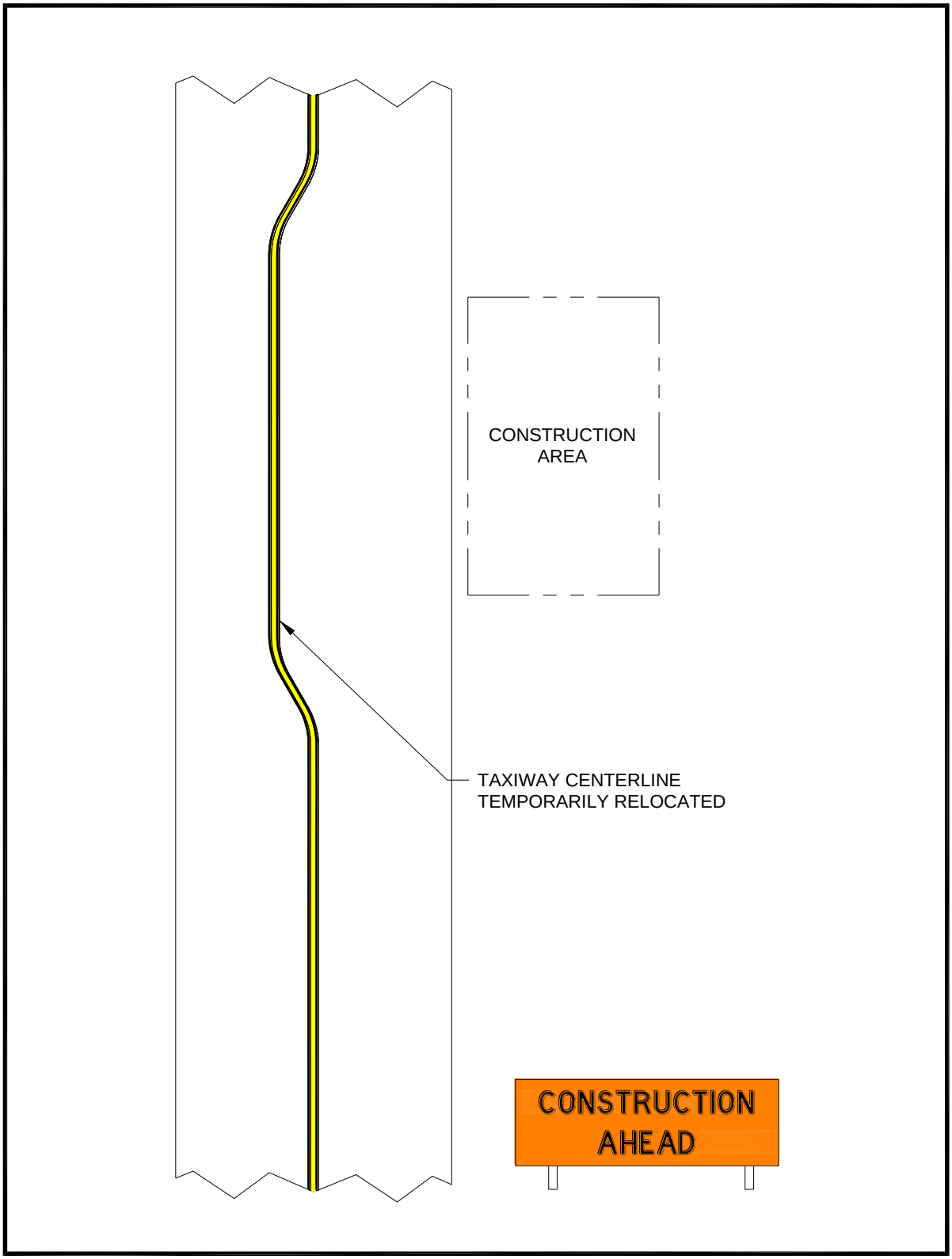


**Figure F-2. Orange Construction Sign Example 1**




**Note:** For proper placement of signs, refer to EB 93.

**Figure F-3. Orange Construction Sign Example 2**




**Note:** For proper placement of signs, refer to EB 93.

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**Advisory Circular Feedback**

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

Subject: AC 150/5370-2G Date: _____

*Please check all appropriate line items:*

☐ An error (procedural or typographical) has been noted in paragraph _____ on page _____.

☐ Recommend paragraph _____ on page _____ be changed as follows:

_____
_____
_____

☐ In a future change to this AC, please cover the following subject:
*(Briefly describe what you want added.)*

_____
_____
_____

☐ Other comments:

_____
_____
_____

☐ I would like to discuss the above. Please contact me at (phone number, email address).

_____

Submitted by: _____ Date: _____

# PART 4
# DEPARTMENT OF LABOR
# WAGE DETERMINATION

"General Decision Number: IA20260028 01/16/2026

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

HIGHWAY CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---|---|
| 0 | 01/16/2026 |

SAIA2025-001 12/26/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER (BRICKLAYER/STONE MASON) | | |
| ZONE 1 | $ 37.00 | 18.62 |
| ZONE 2 | $ 37.00 | 18.62 |
| ZONE 3 | $ 37.00 | 18.62 |
| ZONE 4 | $ 35.75 | 17.09 |
| ZONE 5 | $ 32.65 | 17.09 |
| Carpenter & Piledrivermen | | |
| ZONE 1 | $ 34.27 | 17.08 |
| ZONE 2 | $ 32.80 | 17.23 |
| ZONE 3 | $ 32.68 | 17.48 |
| ZONE 4 | $ 32.45 | 14.80 |
| ZONE 5** | $ 31.40 | 13.45 |
| CONCRETE FINISHER | | |

| | | |
|---|---|---|
| ZONE 1 | $ 31.85 | 15.08 |
| ZONE 2 | $ 31.85 | 15.08 |
| ZONE 3 | $ 31.85 | 15.08 |
| ZONE 4 | $ 30.00 | 10.70 |
| ZONE 5 | $ 28.95 | 10.70 |

ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)

| | | |
|---|---|---|
| ZONE 1, 2, AND 3 | $ 41.40 | 18.80 |
| ZONE 4 | $ 40.10 | 17.80 |
| ZONE 5 | $ 38.45 | 16.05 |

IRONWORKER (SETTING OF STRUCTURAL STEEL)

| | | |
|---|---|---|
| ZONE 1 | $ 32.28 | 19.07 |
| ZONE 2 | $ 30.57 | 19.46 |
| ZONE 3 | $ 30.56 | 19.60 |
| ZONE 4 | $ 28.74 | 18.51 |
| ZONE 5** | $ 27.26 | 17.59 |

LABORER

ZONE 4

| | | |
|---|---|---|
| GROUP A | $ 25.42 | 13.42 |

| | | |
|---|---|---|
| GROUP AA | $ 28.96 | 13.42 |
| GROUP B | $ 23.57 | 13.42 |
| GROUP C | $ 21.60 | 13.42 |
| ZONE 5 | | |
| GROUP A | $ 25.42 | 12.17 |
| GROUP AA | $ 28.96 | 12.17 |
| GROUP B | $ 23.57 | 12.17 |
| GROUP C | $ 21.60 | 12.17 |
| ZONES 1, 2, & 3 | | |
| GROUP A | $ 26.29 | 13.64 |
| GROUP AA | $ 28.96 | 13.64 |
| GROUP B | $ 24.44 | 13.64 |
| GROUP C | $ 21.36 | 13.64 |

POWER EQUIPMENT OPERATOR

| | | |
|---|---|---|
| ZONE 1 | | |
| GROUP A | $ 38.92 | 18.28 |
| GROUP B | $ 37.37 | 18.28 |
| GROUP C | $ 34.87 | 18.28 |
| GROUP D | $ 34.87 | 18.28 |
| ZONE 2 | | |
| GROUP A | $ 38.82 | 18.28 |
| GROUP B | $ 37.22 | 18.28 |
| GROUP C | $ 34.67 | 18.28 |

| | | |
|---|---|---|
| GROUP D | $ 34.67 | 18.28 |
| ZONE 3 | | |
| GROUP A | $ 35.10 | 31.30 |
| GROUP B | $ 33.80 | 31.30 |
| GROUP C | $ 32.30 | 31.30 |
| GROUP D | $ 32.30 | 31.30 |
| ZONE 4 | | |
| GROUP A | $ 35.10 | 20.70 |
| GROUP B | $ 33.96 | 20.70 |
| GROUP C | $ 31.88 | 20.70 |
| GROUP D | $ 31.88 | 20.70 |
| ZONE 5 | | |
| GROUP A | $ 34.17 | 15.55 |
| GROUP B | $ 33.13 | 15.55 |
| GROUP C | $ 31.40 | 15.55 |
| GROUP D | $ 30.40 | 15.55 |

TRUCK DRIVER

| | | |
|---|---|---|
| ZONE 1 | $ 29.00 | 13.40 |
| ZONE 2 | $ 29.00 | 13.40 |
| ZONE 3 | $ 29.00 | 13.40 |
| ZONE 4 | $ 29.00 | 11.00 |
| ZONE 5 | $ 27.24 | 11.00 |

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - Skilled pipelayer (sewer, water, and conduits) and tunnel laborers; asbestos abatement worker

GROUP A - Carpenter tender on bridges and box culverts; CCTV* sewer inspection operator; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills, and similar drills; form

setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; mason tender (brick/stone), powderman tender; powderman/blaster; sign erector; saw operator; {(Zones 4 and 5) Skilled pipelayer (sewer, water, and conduits); surveyors assistant; tunnel laborer; asbestos abatement worker}. *new labor classification (CCTV: closed circuit television)

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jack hammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control;

swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

.

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster,

water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)
Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per

hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for

those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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

adopted.

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WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210.

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END OF GENERAL DECISION"

# TECHNICAL SPECIFICATIONS

## Item C-100 Contractor Quality Control Program (CQCP)

**100-1 General.** Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

**a.** Provide qualified personnel to develop and implement the CQCP.

**b.** Provide for the production of acceptable quality materials.

**c.** Provide sufficient information to assure that the specification requirements can be met.

**d.** Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

**a.** Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

**b.** Discussion of the QA program.

**c.** Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.

**d.** Establish regular meetings to discuss control of materials, methods and testing.

**e.** Establishment of the overall QC culture.

**100-2 Description of program.**

**a. General description.** The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

**b. Contractor Quality Control Program (CQCP).** The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

**100-3 CQCP organization.** The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

**a. Program Administrator.** The Contractor Quality Control Program Administrator (CQCPA) must be a full-time on-site employee of the Contractor, or a consultant engaged by the Contractor. The

CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

**(1)** Professional Engineer with one (1) year of airport paving experience.

**(2)** Engineer-in-training with two (2) years of airport paving experience.

**(3)** National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

**(4)** An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

**b. QC technicians.** A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

**(1)** Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.

**(2)** Performance of all QC tests as required by the technical specifications and paragraph100-8.

**(3)** Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

**c. Staffing levels.** The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

**100-4 Project progress schedule.** Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

**100-5 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

**a.** Specification item number

**b.** Item description

**c.** Description of submittal

**d.** Specification paragraph requiring submittal

**e.** Scheduled date of submittal

**100-6 Inspection requirements.** QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

**a.** During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

**b.** During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

**100-7 Contractor QC testing facility.**

**a.** For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

**b.** For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

**100-8 QC testing plan.** As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

**a.** Specification item number (e.g., P-401)

**b.** Item description (e.g., Hot Mix Asphalt Pavements)

**c.** Test type (e.g., gradation, grade, asphalt content)

**d.** Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

**e.** Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

**f.** Responsibility (e.g., plant technician)

**g.** Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

**100-9 Documentation.** The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

**a. Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

**(1)** Technical specification item number and description

**(2)** Compliance with approved submittals

**(3)** Proper storage of materials and equipment

**(4)** Proper operation of all equipment

**(5)** Adherence to plans and technical specifications

**(6)** Summary of any necessary corrective actions

**(7)** Safety inspection.

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

**b. Daily test reports.** The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

(1) Technical specification item number and description

(2) Test designation
(3) Location
(4) Date of test
(5) Control requirements
(6) Test results
(7) Causes for rejection
(8) Recommended remedial actions
(9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

**100-10 Corrective action requirements.** The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

**100-11 Inspection and/or observations by the RPR.** All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

**100-12 Noncompliance.**

**a.** The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

**b.** When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

**(1)** Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

**(2)** Order the Contractor to stop operations until appropriate corrective actions are taken.

## METHOD OF MEASUREMENT

**100-13 Basis of measurement and payment.** Not Used

## BASIS OF PAYMENT

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

| | |
|---|---|
| ASTM C1077 | Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation |
| ASTM D3665 | Standard Practice for Random Sampling of Construction Materials |
| ASTM D3666 | Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials |

## END OF ITEM C-100

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## Item C-105 Mobilization

**105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-2 Mobilization limit.** Mobilization shall be limited to 10percent of the total project cost.

**105-3 Posted notices.** Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

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### METHOD OF MEASUREMENT

**105-5a** Basis of measurement and payment for the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

**a.** With first pay request, 25%.

**b.** When 25% or more of the original contract is earned, an additional 25%.

**c.** When 50% or more of the original contract is earned, an additional 40%.

**d.** After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

**105-5b** Basis of measurement and payment for the contract lump sum price for "Barricades" will be made at the estimated percentage of barricades utilized to date at time of payment.

### BASIS OF PAYMENT

**105-6 Payment will be made under:**

Item C-105 Mobilization and Demobilization

Item C-105 Barricades

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

**END OF ITEM C-105**

## Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)

**110-1 General.** When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation ($S_n$) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, $Q_L$ for Lower Quality Index and/or $Q_U$ for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

**110-2 Method for computing PWL.** The computational sequence for computing PWL is as follows:

**a.** Divide the lot into n sublots in accordance with the acceptance requirements of the specification.

**b**. Locate the random sampling position within the sublot in accordance with the requirements of the specification.

**c.** Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.

**d.** Find the sample average (X) for all sublot test values within the lot by using the following formula:

$$\mathbf{X = (x_1 + x_2 + x_3 + \ldots x_n) / n}$$

Where: X = Sample average of all sublot test values within a lot

$x_1, x_2, \ldots x_n$ = Individual sublot test values

n = Number of sublot test values

**e.** Find the sample standard deviation ($S_n$) by use of the following formula:

$$\mathbf{S_n = [(d_1^2 + d_2^2 + d_3^2 + \ldots d_n^2)/(n-1)]^{1/2}}$$

Where: $S_n$ = Sample standard deviation of the number of sublot test values in the set

$d_1, d_2, \ldots d_n$ = Deviations of the individual sublot test values $x_1, x_2, \ldots$ from the average value X

that is: $d_1 = (x_1 - X)$, $d_2 = (x_2 - X) \ldots d_n = (x_n - X)$

n = Number of sublot test values

**f.** For single sided specification limits (i.e., L only), compute the Lower Quality Index $Q_L$ by use of the following formula:

$$\mathbf{Q_L = (X - L) / S_n}$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with $Q_L$, using the column appropriate to the total number (n) of measurements. If the value of $Q_L$ falls between values shown on the table, use the next higher value of PWL.

**g.** For double-sided specification limits (i.e., L and U), compute the Quality Indexes $Q_L$ and $Q_U$ by use of the following formulas:

$$\mathbf{Q_L = (X - L) / S_n}$$
$$\mathbf{and}$$
$$\mathbf{Q_U = (U - X) / S_n}$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with $Q_L$ and $Q_U$, using the column appropriate to the total number (n) of measurements, and determining the percent of material above $P_L$ and percent of material below $P_U$ for each tolerance limit. If the values of $Q_L$ fall between values shown on the table, use the next higher value of $P_L$ or $P_U$. Determine the PWL by use of the following formula:

$$\mathbf{PWL = (P_U + P_L) - 100}$$

Where: $P_L$ = percent within lower specification limit

$P_U$ = percent within upper specification limit

## EXAMPLE OF PWL CALCULATION

**Project:** Example Project

**Test Item:** Item P-401, Lot A.

**A. PWL Determination for Mat Density.**

**1.** Density of four random cores taken from Lot A.

A-1 = 96.60

A-2 = 97.55

A-3 = 99.30

A-4 = 98.35

n = 4

**2.** Calculate average density for the lot.

$X = (x_1 + x_2 + x_3 + . . . x_n) / n$

$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$

$X = 97.95\%$ density

**3.** Calculate the standard deviation for the lot.

$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2)) / (4 - 1)]^{1/2}$

$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$

$S_n = 1.15$

**4.** Calculate the Lower Quality Index $Q_L$ for the lot. (L=96.3)

$Q_L = (X - L) / S_n$

$Q_L = (97.95 - 96.30) / 1.15$

$Q_L = 1.4348$

**5.** Determine PWL by entering Table 1 with $Q_L = 1.44$ and n= 4.

PWL = 98

**B. PWL Determination for Air Voids.**

**1.** Air Voids of four random samples taken from Lot A.

A-1 = 5.00

A-2 = 3.74

A-3 = 2.30

A-4 = 3.25

**2.** Calculate the average air voids for the lot.

$X = (x_1 + x_2 + x_3 . . . n) / n$

$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$

$X = 3.57\%$

**3.** Calculate the standard deviation $S_n$ for the lot.

$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$

$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$

$S_n = 1.12$

**4.** Calculate the Lower Quality Index $Q_L$ for the lot. (L= 2.0)

$Q_L = (X - L) / S_n$

$Q_L = (3.57 - 2.00) / 1.12$

$Q_L = 1.3992$

**5.** Determine $P_L$ by entering Table 1 with $Q_L = 1.41$ and n = 4.

$P_L = 97$

**6.** Calculate the Upper Quality Index $Q_U$ for the lot. (U= 5.0)

$Q_U = (U - X) / S_n$

$Q_U = (5.00 - 3.57) / 1.12$

$Q_U = 1.2702$

**7.** Determine $P_U$ by entering Table 1 with $Q_U = 1.29$ and n = 4.

$P_U = 93$

**8.** Calculate Air Voids PWL

$PWL = (P_L + P_U) - 100$

$PWL = (97 + 93) - 100 = 90$

## EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

**Project:** Example Project

**Test Item:** Item P-401, Lot A.

**A. Outlier Determination for Mat Density.**

**1.** Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

**2.** From ASTM E178, Table 1, for n=4 an upper 5% significance level, the critical value for test criterion = 1.463.

**3.** Use average density, standard deviation, and test criterion value to evaluate density measurements.

**a.** For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

**b.** For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

**Note:** In this example, a measurement would be considered an outlier if the density were:

Greater than (97.95 + 1.463 × 1.15) = 99.63%

OR

less than (97.95 - 1.463 × 1.15) = 96.27%.

## Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

| Percent Within Limits ($P_L$ and $P_U$) | Positive Values of Q ($Q_L$ and $Q_U$) | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | n=3 | n=4 | n=5 | n=6 | n=7 | n=8 | n=9 | n=10 |
| 99 | 1.1541 | 1.4700 | 1.6714 | 1.8008 | 1.8888 | 1.9520 | 1.9994 | 2.0362 |
| 98 | 1.1524 | 1.4400 | 1.6016 | 1.6982 | 1.7612 | 1.8053 | 1.8379 | 1.8630 |
| 97 | 1.1496 | 1.4100 | 1.5427 | 1.6181 | 1.6661 | 1.6993 | 1.7235 | 1.7420 |
| 96 | 1.1456 | 1.3800 | 1.4897 | 1.5497 | 1.5871 | 1.6127 | 1.6313 | 1.6454 |
| 95 | 1.1405 | 1.3500 | 1.4407 | 1.4887 | 1.5181 | 1.5381 | 1.5525 | 1.5635 |
| 94 | 1.1342 | 1.3200 | 1.3946 | 1.4329 | 1.4561 | 1.4717 | 1.4829 | 1.4914 |
| 93 | 1.1269 | 1.2900 | 1.3508 | 1.3810 | 1.3991 | 1.4112 | 1.4199 | 1.4265 |
| 92 | 1.1184 | 1.2600 | 1.3088 | 1.3323 | 1.3461 | 1.3554 | 1.3620 | 1.3670 |
| 91 | 1.1089 | 1.2300 | 1.2683 | 1.2860 | 1.2964 | 1.3032 | 1.3081 | 1.3118 |
| 90 | 1.0982 | 1.2000 | 1.2290 | 1.2419 | 1.2492 | 1.2541 | 1.2576 | 1.2602 |
| 89 | 1.0864 | 1.1700 | 1.1909 | 1.1995 | 1.2043 | 1.2075 | 1.2098 | 1.2115 |
| 88 | 1.0736 | 1.1400 | 1.1537 | 1.1587 | 1.1613 | 1.1630 | 1.1643 | 1.1653 |
| 87 | 1.0597 | 1.1100 | 1.1173 | 1.1192 | 1.1199 | 1.1204 | 1.1208 | 1.1212 |
| 86 | 1.0448 | 1.0800 | 1.0817 | 1.0808 | 1.0800 | 1.0794 | 1.0791 | 1.0789 |
| 85 | 1.0288 | 1.0500 | 1.0467 | 1.0435 | 1.0413 | 1.0399 | 1.0389 | 1.0382 |
| 84 | 1.0119 | 1.0200 | 1.0124 | 1.0071 | 1.0037 | 1.0015 | 1.0000 | 0.9990 |
| 83 | 0.9939 | 0.9900 | 0.9785 | 0.9715 | 0.9671 | 0.9643 | 0.9624 | 0.9610 |
| 82 | 0.9749 | 0.9600 | 0.9452 | 0.9367 | 0.9315 | 0.9281 | 0.9258 | 0.9241 |
| 81 | 0.9550 | 0.9300 | 0.9123 | 0.9025 | 0.8966 | 0.8928 | 0.8901 | 0.8882 |
| 80 | 0.9342 | 0.9000 | 0.8799 | 0.8690 | 0.8625 | 0.8583 | 0.8554 | 0.8533 |
| 79 | 0.9124 | 0.8700 | 0.8478 | 0.8360 | 0.8291 | 0.8245 | 0.8214 | 0.8192 |
| 78 | 0.8897 | 0.8400 | 0.8160 | 0.8036 | 0.7962 | 0.7915 | 0.7882 | 0.7858 |
| 77 | 0.8662 | 0.8100 | 0.7846 | 0.7716 | 0.7640 | 0.7590 | 0.7556 | 0.7531 |
| 76 | 0.8417 | 0.7800 | 0.7535 | 0.7401 | 0.7322 | 0.7271 | 0.7236 | 0.7211 |
| 75 | 0.8165 | 0.7500 | 0.7226 | 0.7089 | 0.7009 | 0.6958 | 0.6922 | 0.6896 |
| 74 | 0.7904 | 0.7200 | 0.6921 | 0.6781 | 0.6701 | 0.6649 | 0.6613 | 0.6587 |
| 73 | 0.7636 | 0.6900 | 0.6617 | 0.6477 | 0.6396 | 0.6344 | 0.6308 | 0.6282 |
| 72 | 0.7360 | 0.6600 | 0.6316 | 0.6176 | 0.6095 | 0.6044 | 0.6008 | 0.5982 |
| 71 | 0.7077 | 0.6300 | 0.6016 | 0.5878 | 0.5798 | 0.5747 | 0.5712 | 0.5686 |
| 70 | 0.6787 | 0.6000 | 0.5719 | 0.5582 | 0.5504 | 0.5454 | 0.5419 | 0.5394 |
| 69 | 0.6490 | 0.5700 | 0.5423 | 0.5290 | 0.5213 | 0.5164 | 0.5130 | 0.5105 |
| 68 | 0.6187 | 0.5400 | 0.5129 | 0.4999 | 0.4924 | 0.4877 | 0.4844 | 0.4820 |
| 67 | 0.5878 | 0.5100 | 0.4836 | 0.4710 | 0.4638 | 0.4592 | 0.4560 | 0.4537 |
| 66 | 0.5563 | 0.4800 | 0.4545 | 0.4424 | 0.4355 | 0.4310 | 0.4280 | 0.4257 |
| 65 | 0.5242 | 0.4500 | 0.4255 | 0.4139 | 0.4073 | 0.4030 | 0.4001 | 0.3980 |
| 64 | 0.4916 | 0.4200 | 0.3967 | 0.3856 | 0.3793 | 0.3753 | 0.3725 | 0.3705 |
| 63 | 0.4586 | 0.3900 | 0.3679 | 0.3575 | 0.3515 | 0.3477 | 0.3451 | 0.3432 |
| 62 | 0.4251 | 0.3600 | 0.3392 | 0.3295 | 0.3239 | 0.3203 | 0.3179 | 0.3161 |
| 61 | 0.3911 | 0.3300 | 0.3107 | 0.3016 | 0.2964 | 0.2931 | 0.2908 | 0.2892 |
| 60 | 0.3568 | 0.3000 | 0.2822 | 0.2738 | 0.2691 | 0.2660 | 0.2639 | 0.2624 |
| 59 | 0.3222 | 0.2700 | 0.2537 | 0.2461 | 0.2418 | 0.2391 | 0.2372 | 0.2358 |
| 58 | 0.2872 | 0.2400 | 0.2254 | 0.2186 | 0.2147 | 0.2122 | 0.2105 | 0.2093 |
| 57 | 0.2519 | 0.2100 | 0.1971 | 0.1911 | 0.1877 | 0.1855 | 0.1840 | 0.1829 |
| 56 | 0.2164 | 0.1800 | 0.1688 | 0.1636 | 0.1607 | 0.1588 | 0.1575 | 0.1566 |
| 55 | 0.1806 | 0.1500 | 0.1406 | 0.1363 | 0.1338 | 0.1322 | 0.1312 | 0.1304 |
| 54 | 0.1447 | 0.1200 | 0.1125 | 0.1090 | 0.1070 | 0.1057 | 0.1049 | 0.1042 |
| 53 | 0.1087 | 0.0900 | 0.0843 | 0.0817 | 0.0802 | 0.0793 | 0.0786 | 0.0781 |
| 52 | 0.0725 | 0.0600 | 0.0562 | 0.0544 | 0.0534 | 0.0528 | 0.0524 | 0.0521 |
| 51 | 0.0363 | 0.0300 | 0.0281 | 0.0272 | 0.0267 | 0.0264 | 0.0262 | 0.0260 |
| 50 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |

| Percent Within Limits ($P_L$ and $P_U$) | Negative Values of Q ($Q_L$ and $Q_U$) | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | n=3 | n=4 | n=5 | n=6 | n=7 | n=8 | n=9 | n=10 |
| 49 | -0.0363 | -0.0300 | -0.0281 | -0.0272 | -0.0267 | -0.0264 | -0.0262 | -0.0260 |
| 48 | -0.0725 | -0.0600 | -0.0562 | -0.0544 | -0.0534 | -0.0528 | -0.0524 | -0.0521 |
| 47 | -0.1087 | -0.0900 | -0.0843 | -0.0817 | -0.0802 | -0.0793 | -0.0786 | -0.0781 |
| 46 | -0.1447 | -0.1200 | -0.1125 | -0.1090 | -0.1070 | -0.1057 | -0.1049 | -0.1042 |
| 45 | -0.1806 | -0.1500 | -0.1406 | -0.1363 | -0.1338 | -0.1322 | -0.1312 | -0.1304 |
| 44 | -0.2164 | -0.1800 | -0.1688 | -0.1636 | -0.1607 | -0.1588 | -0.1575 | -0.1566 |
| 43 | -0.2519 | -0.2100 | -0.1971 | -0.1911 | -0.1877 | -0.1855 | -0.1840 | -0.1829 |
| 42 | -0.2872 | -0.2400 | -0.2254 | -0.2186 | -0.2147 | -0.2122 | -0.2105 | -0.2093 |
| 41 | -0.3222 | -0.2700 | -0.2537 | -0.2461 | -0.2418 | -0.2391 | -0.2372 | -0.2358 |
| 40 | -0.3568 | -0.3000 | -0.2822 | -0.2738 | -0.2691 | -0.2660 | -0.2639 | -0.2624 |
| 39 | -0.3911 | -0.3300 | -0.3107 | -0.3016 | -0.2964 | -0.2931 | -0.2908 | -0.2892 |
| 38 | -0.4251 | -0.3600 | -0.3392 | -0.3295 | -0.3239 | -0.3203 | -0.3179 | -0.3161 |
| 37 | -0.4586 | -0.3900 | -0.3679 | -0.3575 | -0.3515 | -0.3477 | -0.3451 | -0.3432 |
| 36 | -0.4916 | -0.4200 | -0.3967 | -0.3856 | -0.3793 | -0.3753 | -0.3725 | -0.3705 |
| 35 | -0.5242 | -0.4500 | -0.4255 | -0.4139 | -0.4073 | -0.4030 | -0.4001 | -0.3980 |
| 34 | -0.5563 | -0.4800 | -0.4545 | -0.4424 | -0.4355 | -0.4310 | -0.4280 | -0.4257 |
| 33 | -0.5878 | -0.5100 | -0.4836 | -0.4710 | -0.4638 | -0.4592 | -0.4560 | -0.4537 |
| 32 | -0.6187 | -0.5400 | -0.5129 | -0.4999 | -0.4924 | -0.4877 | -0.4844 | -0.4820 |
| 31 | -0.6490 | -0.5700 | -0.5423 | -0.5290 | -0.5213 | -0.5164 | -0.5130 | -0.5105 |
| 30 | -0.6787 | -0.6000 | -0.5719 | -0.5582 | -0.5504 | -0.5454 | -0.5419 | -0.5394 |
| 29 | -0.7077 | -0.6300 | -0.6016 | -0.5878 | -0.5798 | -0.5747 | -0.5712 | -0.5686 |
| 28 | -0.7360 | -0.6600 | -0.6316 | -0.6176 | -0.6095 | -0.6044 | -0.6008 | -0.5982 |
| 27 | -0.7636 | -0.6900 | -0.6617 | -0.6477 | -0.6396 | -0.6344 | -0.6308 | -0.6282 |
| 26 | -0.7904 | -0.7200 | -0.6921 | -0.6781 | -0.6701 | -0.6649 | -0.6613 | -0.6587 |
| 25 | -0.8165 | -0.7500 | -0.7226 | -0.7089 | -0.7009 | -0.6958 | -0.6922 | -0.6896 |
| 24 | -0.8417 | -0.7800 | -0.7535 | -0.7401 | -0.7322 | -0.7271 | -0.7236 | -0.7211 |
| 23 | -0.8662 | -0.8100 | -0.7846 | -0.7716 | -0.7640 | -0.7590 | -0.7556 | -0.7531 |
| 22 | -0.8897 | -0.8400 | -0.8160 | -0.8036 | -0.7962 | -0.7915 | -0.7882 | -0.7858 |
| 21 | -0.9124 | -0.8700 | -0.8478 | -0.8360 | -0.8291 | -0.8245 | -0.8214 | -0.8192 |
| 20 | -0.9342 | -0.9000 | -0.8799 | -0.8690 | -0.8625 | -0.8583 | -0.8554 | -0.8533 |
| 19 | -0.9550 | -0.9300 | -0.9123 | -0.9025 | -0.8966 | -0.8928 | -0.8901 | -0.8882 |
| 18 | -0.9749 | -0.9600 | -0.9452 | -0.9367 | -0.9315 | -0.9281 | -0.9258 | -0.9241 |
| 17 | -0.9939 | -0.9900 | -0.9785 | -0.9715 | -0.9671 | -0.9643 | -0.9624 | -0.9610 |
| 16 | -1.0119 | -1.0200 | -1.0124 | -1.0071 | -1.0037 | -1.0015 | -1.0000 | -0.9990 |
| 15 | -1.0288 | -1.0500 | -1.0467 | -1.0435 | -1.0413 | -1.0399 | -1.0389 | -1.0382 |
| 14 | -1.0448 | -1.0800 | -1.0817 | -1.0808 | -1.0800 | -1.0794 | -1.0791 | -1.0789 |
| 13 | -1.0597 | -1.1100 | -1.1173 | -1.1192 | -1.1199 | -1.1204 | -1.1208 | -1.1212 |
| 12 | -1.0736 | -1.1400 | -1.1537 | -1.1587 | -1.1613 | -1.1630 | -1.1643 | -1.1653 |
| 11 | -1.0864 | -1.1700 | -1.1909 | -1.1995 | -1.2043 | -1.2075 | -1.2098 | -1.2115 |
| 10 | -1.0982 | -1.2000 | -1.2290 | -1.2419 | -1.2492 | -1.2541 | -1.2576 | -1.2602 |
| 9 | -1.1089 | -1.2300 | -1.2683 | -1.2860 | -1.2964 | -1.3032 | -1.3081 | -1.3118 |
| 8 | -1.1184 | -1.2600 | -1.3088 | -1.3323 | -1.3461 | -1.3554 | -1.3620 | -1.3670 |
| 7 | -1.1269 | -1.2900 | -1.3508 | -1.3810 | -1.3991 | -1.4112 | -1.4199 | -1.4265 |
| 6 | -1.1342 | -1.3200 | -1.3946 | -1.4329 | -1.4561 | -1.4717 | -1.4829 | -1.4914 |
| 5 | -1.1405 | -1.3500 | -1.4407 | -1.4887 | -1.5181 | -1.5381 | -1.5525 | -1.5635 |
| 4 | -1.1456 | -1.3800 | -1.4897 | -1.5497 | -1.5871 | -1.6127 | -1.6313 | -1.6454 |
| 3 | -1.1496 | -1.4100 | -1.5427 | -1.6181 | -1.6661 | -1.6993 | -1.7235 | -1.7420 |
| 2 | -1.1524 | -1.4400 | -1.6016 | -1.6982 | -1.7612 | -1.8053 | -1.8379 | -1.8630 |
| 1 | -1.1541 | -1.4700 | -1.6714 | -1.8008 | -1.8888 | -1.9520 | -1.9994 | -2.0362 |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM E178 | Standard Practice for Dealing with Outlying Observations |

**END OF ITEM C-110**

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## Item P-101 Preparation/Removal of Existing Pavements

### DESCRIPTION

**101-1** This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

### EQUIPMENT AND MATERIALS

**101-2** All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

### CONSTRUCTION

**101-3.2 Preparation of joints and cracks prior to overlay/surface treatment.** Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm). If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch (6 mm) wide) with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch (3 mm), not to exceed ¼ inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.

Wider cracks (over 1-1/2 inch wide (38 mm)), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below. See plans for detailed repairs.

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

**Gradation**

| Sieve Size | Percent Passing |
|---|---|
| No. 4 (4.75 mm) | 100 |
| No. 8 (2.36 mm) | 90-100 |
| No. 16 (1.18 mm) | 65-90 |
| No. 30 (600 µm) | 40-60 |
| No. 50 (300 µm) | 25-42 |
| No. 100 (150 µm) | 15-30 |
| No. 200 (75 µm) | 10-20 |

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the RPR.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled to within +0 to -1/8 inches (+0 to -3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.

**101-3.4 Concrete spall or failed asphaltic concrete pavement repair.**

**a. Asphalt pavement repair.** The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

**101-3.5 Cold milling.** Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed off Airport property. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

**a. Patching.** The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

**b. Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of 7 feet (2 m) and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch (+0 mm and -6mm) of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of off the airport.

**c. Clean-up.** The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property.

**101-3.7 Maintenance**. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all

times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

**101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing.** Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

**101-3.9.1 Preparation of Crack**. Widen crack with router by removing a minimum of 1/16 inch (2 mm) from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

**101-3.9.3 Crack Sealant.** Crack sealant material and installation will be in accordance with Item P-605.

## METHOD OF MEASUREMENT

**101-4.1 Crack repair.** The unit of measurement for crack repair shall be per square yard (square meter) of crack repairs completed.

**101-4.2 Cold Profile Milling.** The unit of measure for cold milling shall be in the depth ranges of 2 inches, 4.5 inches to 5.5 inches, 5.5 inches to 6.5 inches, 6.5 inches to 7.5 inches and 7.5 inches to 8.5 inches of milling per square yard (square meter). The location and average depth of the cold milling shall be as shown on the plans. If the initial cut does not correct the condition, the Contractor shall re-mill the area and will be paid for the total depth of milling.

## BASIS OF PAYMENT

**101-5.1 Payment.** Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

| | |
|---|---|
| Item P 101 | Crack Repair – per square yard (square meter) |
| Item P-101 | Cold Profile Milling (2 Inch) – per square yard (square meter) |
| Item P-101 | Cold Profile Milling (3.5 - 4.5 Inch) – per square yard (square meter) |
| Item P-101 | Cold Profile Milling (4.5 - 5.5 Inch) – per square yard (square meter) |
| Item P-101 | Cold Profile Milling (5.5 - 6.5 Inch) – per square yard (square meter) |
| Item P-101 | Cold Profile Milling (6.5 - 7.5 Inch) – per square yard (square meter) |
| Item P-101 | Cold Profile Milling (7.5 - 8.5 Inch) – per square yard (square meter) |

| | |
|---|---|
| Item P-101 | Cold Profile Milling (8.5 - 10.5 Inch) – per square yard (square meter) |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5380-6 | Guidelines and Procedures for Maintenance of Airport Pavements. |

ASTM International (ASTM)

| | |
|---|---|
| ASTM D6690 | Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements |

**END OF ITEM P-101**

# Item P-401 Asphalt Mix Pavement

## DESCRIPTION

**401-1.1** This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

## MATERIALS

**401-2.1 Aggregate.** Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 (4.75 mm) sieve. Fine aggregate is the material passing the No. 4 (4.75 mm) sieve.

**a. Coarse aggregate.** Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

**Coarse Aggregate Material Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Resistance to Degradation | Loss: 40% maximum | ASTM C131 |
| Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate | Loss after 5 cycles:<br>12% maximum using Sodium sulfate - or -<br>18% maximum using magnesium sulfate | ASTM C88 |
| Clay lumps and friable particles | 1.0 % maximum | ASTM C142 |
| Percentage of Fractured Particles | For pavements designed for aircraft gross weights of 60,000 pounds (27200 kg) or more:<br>Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face[1] | ASTM D5821 |
| | | |
| Flat, Elongated, or Flat and Elongated Particles | 8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 [2] | ASTM D4791 |
| Bulk density of slag [3] | Weigh not less than 70 pounds per cubic foot (1.12 Mg/cubic meter) | ASTM C29. |

[1] The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[2] A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

[3] Only required if slag is specified.

**b. Fine aggregate.** Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the fine aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

**Fine Aggregate Material Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Liquid limit | 25 maximum | ASTM D4318 |
| Plasticity Index | 4 maximum | ASTM D4318 |
| Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate | Loss after 5 cycles:<br>10% maximum using Sodium sulfate - or -<br>15% maximum using magnesium sulfate | ASTM C88 |
| Clay lumps and friable particles | 1.0% maximum | ASTM C142 |
| Sand equivalent | 45 minimum | ASTM D2419 |
| Natural Sand | 0% to 15% maximum by weight of total aggregate | ASTM D1073 |

**c. Sampling.** ASTM D75 shall be used in sampling coarse and fine aggregate.

**401-2.2 Mineral filler.** Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

**Mineral Filler Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Plasticity Index | 4 maximum | ASTM D4318 |

**401-2.3 Asphalt binder.** Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) **64-28**.

**401-2.4 Anti-stripping agent.** Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

## COMPOSITION

**401-3.1 Composition of mixture(s).** The asphalt mix shall be composed of a mixture of aggregates, filler and anti-strip agent if required, and asphalt binder. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

**401-3.2 Job mix formula (JMF) laboratory.** The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF; and be listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Resident Project Representative (RPR) prior to start of construction.

**401-3.3 Job mix formula (JMF).** No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 401-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition**.** Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by the Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by the Contractor at least 14 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for project use.

The JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with paragraph 401-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 401-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 401-2.1.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.
- Number of blows or gyrations
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

**Table 1. Asphalt Design Criteria**

| Test Property | Value | Test Method |
|---|---|---|
| Number of blows or gyrations | 75 | |
| Air voids (%) | 3.5 | ASTM D3203 |
| Percent voids in mineral aggregate (VMA), minimum | See Table 2 | ASTM D6995 |
| Tensile Strength Ratio (TSR)[1] | not less than 80 at a saturation of 70-80% | ASTM D4867 |
| Asphalt Pavement Analyzer (APA)[2,3] | Less than 10 mm @ 4000 passes | AASHTO T340 at 250 psi hose pressure at 64°C test temperature |

[1] Test specimens for TSR shall be compacted at 7 ± 1.0 % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

[2] AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes

[3] Where APA not available , use Hamburg Wheel test (AASHTO T-324) 10mm @ 20,000 passes at 50°C.

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply; be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

**Table 2. Aggregate - Asphalt Pavements**

| Sieve Size | Asphalt Transition Percentage by Weight Passing Sieve | Asphalt Leveling Course Percentage by Weight Passing Sieve |
|---|---|---|
| 1 inch (25.0 mm) | -- | -- |
| 3/4 inch (19.0 mm) | 100 | -- |
| 1/2 inch (12.5 mm) | 90-100 | 100 |
| 3/8 inch (9.5 mm) | 72-88 | 90-100 |
| No. 4 (4.75 mm) | 53-73 | 58-78 |
| No. 8 (2.36 mm) | 38-60 | 40-60 |
| No. 16 (1.18 mm) | 26-48 | 28-48 |
| No. 30 (600 µm) | 18-38 | 18-38 |
| No. 50 (300 µm) | 11-27 | 11-27 |
| No. 100 (150 µm) | 6-18 | 6-18 |
| No. 200 (75 µm) | 3-6 | 3-6 |
| **Minimum Voids in Mineral Aggregate (VMA)[1]** | 15.0 | 16.0 |

| Sieve Size | Asphalt Transition Percentage by Weight Passing Sieve | Asphalt Leveling Course Percentage by Weight Passing Sieve |
|---|---|---|
| **Asphalt Percent:** | | |
| Stone or gravel | **5.0-7.5** | **5.5-8.0** |
| Slag | **6.5-9.5** | **7.0-10.5** |
| **Recommended Minimum Construction Lift Thickness** | **2 inch** | **1 1/2 inch** |

[1]To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

401-3.4 Reclaimed asphalt pavement (RAP). RAP shall not be used.

**401-3.5 Control Strip.** A control strip is not required.

## CONSTRUCTION METHODS

**401-4.1 Weather limitations.** The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

**Table 4. Surface Temperature Limitations of Underlying Course**

| Mat Thickness | Base Temperature (Minimum) | |
|---|---|---|
| | °F | °C |
| 3 inches (7.5 cm) or greater | 40 [1] | 4 |
| Greater than 2 inches (50 mm) but less than 3 inches (7.5 cm) | 45 | 7 |

**401-4.2 Asphalt plant.** Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items.

**a. Inspection of plant.** The RPR, or RPR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

**b. Storage bins and surge bins.** The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

**401-4.3 Aggregate stockpile management.** Aggregate stockpiles shall be constructed in a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the asphalt batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

**401-4.4 Hauling equipment.** Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

**401-4.4.1 Material transfer vehicle (MTV).** `Material transfer vehicles are not required.`

**401-4.5 Asphalt pavers.** Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.12.

**401-4.6 Rollers.** The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, clean, and capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

**401-4.7 Density device.** The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

**401-4.8 Preparation of asphalt binder.** The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt binder to the mixer at a uniform temperature. The temperature of unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325°F (160°C) when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F (175°C) when added to the aggregate.

**401-4.9 Preparation of mineral aggregate.** The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F (175°C) when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

**401-4.10 Preparation of Asphalt mixture.** The aggregates and the asphalt binder shall be weighed or metered and mixed in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.

**401-4.11 Application of Prime and Tack Coat.** Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

**401-4.12 Laydown plan, transporting, placing, and finishing.** Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of paragraph 401-6.2d before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of **12.5** feet (m) except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least one foot (30 cm); however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m).On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the

presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet (3 m) long.

**401-4.13 Compaction of asphalt mixture.** After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at the Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

**401-4.14 Joints.** The formation of all joints shall be made to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F (80°C); or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches (75 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. Asphalt tack coat in accordance with P-603 shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

**401-4.15 Saw-cut grooving.** Saw-cut grooves shall be provided as specified in Item P-621.

**401-4.16 Diamond grinding.** Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet (0.9 m) wide. The saw blades shall be 1/8-inch (3-mm) wide with a sufficient number of blades to create grooves between 0.090 and 0.130 inches (2 and 3.5 mm) wide; and

peaks and ridges approximately 1/32 inch (1 mm) higher than the bottom of the grinding cut. The actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that cause ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. Contractor shall demonstrate to the RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces.Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

**401-4.17 Nighttime paving requirements.** The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the RPR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

## CONTRACTOR QUALITY CONTROL (CQC)

**401-5.1 General.** The Contractor shall develop a Contractor Quality Control Program (CQCP) in accordance with Item C-100. No partial payment will be made for materials without an approved CQCP.

**401-5.2 Contractor quality control (QC) facilities.** The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

**401-5.3 Contractor QC testing.** The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

**a. Asphalt content.** A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

**b. Gradation.** Aggregate gradations shall be determined a minimum of twice per day from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.

**c. Moisture content of aggregate.** The moisture content of aggregate used for production shall be determined a minimum of once per day in accordance with ASTM C566.

**d. Moisture content of asphalt.** The moisture content shall be determined once per day in accordance with AASHTO T329 or ASTM D1461.

**e. Temperatures.** Temperatures shall be checked, at least four times per day, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

**f. In-place density monitoring.** The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

**g. Smoothness for Contractor Quality Control.**

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot (3.7 m) "straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot (3.7m) straightedge approved by the RPR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using either the FAA profile program, ProFAA, or FHWA ProVal, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

**(1) Transverse measurements.** Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

**(2) Longitudinal measurements.** Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater. When placement abuts previously placed material the first measurement shall start with one half the length of the straight edge on the previously placed material.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 401-4.16 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need

corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

**h. Grade.** Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to and after the placement of the first lift and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm) vertically and 0.1 feet (30 mm) laterally. The documentation will be provided by the Contractor to the RPR within 24 hours.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch (12 mm) less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 401-4.16.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus ½ inch and replacing with new material. Skin patching is not allowed.

**401-5.4 Sampling.** When directed by the RPR, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

**401-5.5 Control charts.** The Contractor shall maintain linear control charts for both individual measurements and range (i.e. difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day will be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

**a. Individual measurements.** Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

**Control Chart Limits for Individual Measurements**

| Sieve | Action Limit | Suspension Limit |
|---|---|---|
| 3/4 inch (19.0 mm) | ±6% | ±9% |
| 1/2 inch (12.5 mm) | ±6% | ±9% |
| 3/8 inch (9.5 mm) | ±6% | ±9% |
| No. 4 (4.75 mm) | ±6% | ±9% |
| No. 16 (1.18 mm) | ±5% | ±7.5% |
| No. 50 (300 µm) | ±3% | ±4.5% |
| No. 200 (75 µm) | ±2% | ±3% |
| **Asphalt Content** | ±0.45% | ±0.70% |
| **Minimum VMA** | -0.5% | -1.0% |

**b. Range.** Control charts shall be established to control gradation process variability. The range shall be plotted as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

**Control Chart Limits Based on Range**

| Sieve | Suspension Limit |
|---|---|
| 1/2 inch (12.5 mm) | 11% |
| 3/8 inch (9.5 mm) | 11% |
| No. 4 (4.75 mm) | 11% |
| No. 16 (1.18 mm) | 9% |
| No. 50 (300 µm) | 6% |
| No. 200 (75 µm) | 3.5% |
| **Asphalt Content** | 0.8% |

**c. Corrective Action.** The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

**401-5.6 QC reports.** The Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with Item C-100.

## MATERIAL ACCEPTANCE

**401-6.1 Acceptance sampling and testing.** Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the RPR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.

**a. Quality assurance (QA) testing laboratory**. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

**b. Lot size.** A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

**c. Asphalt air voids.** Plant-produced asphalt will be tested for air voids on a sublot basis.

**(1) Sampling.** Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

**(2) Testing.** Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of three compacted specimens prepared in accordance with ASTM D6925.

**d. In-place asphalt mat and joint density.** Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

**(1) Sampling**. The Contractor will cut minimum 5 inch (125 mm) diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

**(2) Bond.** Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

**(3) Thickness.** Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch (6 mm) less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

**(4) Mat density**. One core shall be taken from each sublot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be

determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.

**(5) Joint density**. One core centered over the longitudinal joint shall be taken for each sublot that has a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

**401-6.2 Acceptance criteria.**

**a. General.** Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade and Profilograph roughness**.**

**b. Air Voids and Mat density.** Acceptance of each lot of plant produced material for mat density and air voids will be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment will be determined in accordance with paragraph 401-8.1.

**c. Joint density.** Acceptance of each lot of plant produced asphalt for joint density will be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot will be considered acceptable. If the PWL is less than 90%, the Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80%, the Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71%, the pay factor for the lot used to complete the joint will be reduced by five (5) percentage points. This lot pay factor reduction will be incorporated and evaluated in accordance with paragraph 401-8.1.

**d. Grade.** The final finished surface of the pavement shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch (12 mm) vertically or 0.1 feet (30 mm) laterally.

Cross-sections of the pavement shall be taken at a minimum 50-foot (15-m) longitudinal spacing, at all longitudinal grade breaks, and at start and end of each lane placed. Minimum cross-section grade points shall include grade at centerline, ± 10 feet of centerline, and edge of runway pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the sublot shall not be more than 95%.

**e. Profilograph roughness for QA Acceptance.** Not used.

**401-6.3 Percentage of material within specification limits (PWL).** The PWL will be determined in accordance with procedures specified in Item C-110. The specification tolerance limits (L) for lower and (U) for upper are contained in Table 5.

**Table 5. Acceptance Limits for Air Voids and Density**

| Test Property | Pavements Specification Tolerance Limits | |
|---|---|---|
| | L | U |
| **Air Voids Total Mix (%)** | 2.0 | 5.0 |
| **Surface Course Mat Density (%)** | 92.8 | - |
| **Base Course Mat Density (%)** | 92.0 | - |
| **Joint density (%)** | 90.5 | -- |

**a. Outliers.** All individual tests for mat density and air voids will be checked for outliers (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded, and the PWL will be determined using the remaining test values. The criteria in Table 5 is based on production processes which have a variability with the following standard deviations: Surface Course Mat Density (%), 1.30; Base Course Mat Density (%), 1.55; Joint Density (%), 1.55.

The Contractor should note that (1) 90 PWL is achieved when consistently producing a surface course with an average mat density of at least 94.5% with 1.30% or less variability, (2) 90 PWL is achieved when consistently producing a base course with an average mat density of at least 94.0% with 1.55% or less variability, and (3) 90 PWL is achieved when consistently producing joints with an average joint density of at least 92.5% with 1.55% or less variability.

**401-6.4 Resampling pavement for mat density.**

**a. General.** Resampling of a lot of pavement will only be allowed for mat density, and then, only if the Contractor requests same, in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-6.1d and 401-6.2b. Only one resampling per lot will be permitted.

**(1)** A redefined PWL will be calculated for the resampled lot. The number of tests used to calculate the redefined PWL will include the initial tests made for that lot plus the retests.

**(2)** The cost for resampling and retesting shall be borne by the Contractor.

**b. Payment for resampled lots.** The redefined PWL for a resampled lot will be used to calculate the payment for that lot in accordance with Table 6.

**c. Outliers.** Check for outliers in accordance with ASTM E178, at a significance level of 5%.

## METHOD OF MEASUREMENT

**401-7.1 Measurement.** Asphalt shall be measured by the number of tons of asphalt used in the accepted work. Batch weights or truck scale weights will be used to determine the basis for the tonnage.

## BASIS OF PAYMENT

**401-8.1 Payment.** Payment for a lot of asphalt meeting all acceptance criteria as specified in paragraph 401-6.2 shall be made based on results of tests for mat density and air voids. Payment for acceptable lots shall be adjusted according to paragraph 401-8.1c for mat density and air voids; and paragraph 401-6.2c for joint density, subject to the limitation that:

**a.** The total project payment for plant mix asphalt pavement shall not exceed **100** percent of the product of the contract unit price and the total number of tons (kg) of asphalt used in the accepted work.

**b.** The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

**c. Basis of adjusted payment.** The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100%. If PWL for joint density is less than 71% then the lot pay factor shall be reduced by 5% but be no higher than 95%.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1a. Payment in excess of 100% for accepted lots of asphalt shall be used to offset payment for accepted lots of asphalt pavement that achieve a lot pay factor less than 100%.

Payment for sublots which do not meet grade in accordance with paragraph 401-6.2d after correction for over 25% of the sublot shall be reduced by 5%.

**Table 6. Price adjustment schedule[1]**

| Percentage of material within specification limits (PWL) | Lot pay factor (percent of contract unit price) |
|---|---|
| 96 – 100 | 106 |
| 90 – 95 | PWL + 10 |
| 75 – 89 | 0.5 PWL + 55 |
| 55 – 74 | 1.4 PWL – 12 |
| Below 55 | Reject [2] |

[1] Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment above 100% shall be subject to the total project payment limitation specified in paragraph 401-8.1a.

[2] The lot shall be removed and replaced. However, the RPR may decide to allow the rejected lot to remain. In that case, if the RPR and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

**d. Profilograph Roughness.** Not used.

**401-8.1 Payment.**

Payment will be made under:

| | |
|---|---|
| Item P-401 | Asphalt Transition - per ton (kg) |
| Item P-401 | Asphalt Leveling Course – per ton (kg) |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM C29 | Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate |
| ASTM C88 | Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate |
| ASTM C117 | Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing |
| ASTM C127 | Standard Test Method for Density, Relative Density (Specific Gravity) and Absorption of Coarse Aggregate |
| ASTM C131 | Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine |
| ASTM C136 | Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates |
| ASTM C142 | Standard Test Method for Clay Lumps and Friable Particles in Aggregates |
| ASTM C566 | Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying |
| ASTM D75 | Standard Practice for Sampling Aggregates |
| ASTM D242 | Standard Specification for Mineral Filler for Bituminous Paving Mixtures |
| ASTM D946 | Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction |
| ASTM D979 | Standard Practice for Sampling Asphalt Paving Mixtures |
| ASTM D1073 | Standard Specification for Fine Aggregate for Asphalt Paving Mixtures |
| ASTM D1188 | Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples |
| ASTM D2172 | Standard Test Method for Quantitative Extraction of Bitumen from Asphalt Paving Mixtures |
| ASTM D1461 | Standard Test Method for Moisture or Volatile Distillates in Asphalt Paving Mixtures |
| ASTM D2041 | Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures |
| ASTM D2419 | Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate |
| ASTM D2489 | Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures |

| | |
|---|---|
| ASTM D2726 | Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures |
| ASTM D2950 | Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods |
| ASTM D3203 | Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures |
| ASTM D3381 | Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction |
| ASTM D3665 | Standard Practice for Random Sampling of Construction Materials |
| ASTM D3666 | Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials |
| ASTM D4318 | Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils |
| ASTM D4552 | Standard Practice for Classifying Hot-Mix Recycling Agents |
| ASTM D4791 | Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate |
| ASTM D4867 | Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures |
| ASTM D5361 | Standard Practice for Sampling Compacted Asphalt Mixtures for Laboratory Testing |
| ASTM D5444 | Standard Test Method for Mechanical Size Analysis of Extracted Aggregate |
| ASTM D5821 | Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate |
| ASTM D6084 | Standard Test Method for Elastic Recovery of Bituminous Materials by Ductilometer |
| ASTM D6307 | Standard Test Method for Asphalt Content of Hot Mix Asphalt by Ignition Method |
| ASTM D6373 | Standard Specification for Performance Graded Asphalt Binder |
| ASTM D6752 | Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method |
| ASTM D6925 | Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor. |
| ASTM D6926 | Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus |
| ASTM D6927 | Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures |
| ASTM D6995 | Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm) |

| | |
|---|---|
| ASTM E11 | Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves |
| ASTM E178 | Standard Practice for Dealing with Outlying Observations |
| ASTM E1274 | Standard Test Method for Measuring Pavement Roughness Using a Profilograph |
| ASTM E950 | Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference |
| ASTM E2133 | Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface |

American Association of State Highway and Transportation Officials (AASHTO)

| | |
|---|---|
| AASHTO M156 | Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures. |
| AASHTO T329 | Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method |
| AASHTO T324 | Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures |
| AASHTO T 340 | Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA) |

Asphalt Institute (AI)

Asphalt Institute Handbook MS-26, Asphalt Binder

Asphalt Institute MS-2 Mix Design Manual, 7th Edition

AI State Binder Specification Database

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder Program

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5320-6 | Airport Pavement Design and Evaluation |

FAA Orders

| | |
|---|---|
| 5300.1 | Modifications to Agency Airport Design, Construction, and Equipment Standards |

Software

FAARFIELD

**END OF ITEM P-401**

## Item P-501 Cement Concrete Pavement

### DESCRIPTION

**501-1.1** This work shall consist of pavement composed of cement concrete `with reinforcement` **and** `without reinforcement` constructed on a prepared underlying surface in accordance with these specifications and shall conform to the lines, grades, thickness, and typical cross-sections shown on the plans. The terms cement concrete, hydraulic cement concrete, and concrete are interchangeable in this specification.

### MATERIALS

**501-2.1 Aggregates.**

**a. Reactivity.** Fine and Coarse aggregates to be used in PCC on this project shall be tested and evaluated by the Contractor for alkali-aggregate reactivity in accordance with both ASTM C1260 and ASTM C1567. Tests must be representative of aggregate sources which will be providing material for production. ASTM C1260 and ASTM C1567 tests may be run concurrently.

**(1)** Coarse aggregate and fine aggregate shall be tested separately in accordance with ASTM C1260, however, the length of test shall be extended to 28 days (30 days from casting). Tests must have been completed within 6 months of the date of the concrete mix submittal.

**(2)** The combined coarse and fine aggregate shall be tested in accordance with ASTM C1567, modified for combined aggregates, using the proposed mixture design proportions of aggregates, cementitious materials, and/or specific reactivity reducing chemicals. If the expansion does not exceed 0.10% at 28 days, the proposed combined materials will be accepted. If the expansion is greater than 0.10% at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10% at 28 days, or new aggregates shall be evaluated and tested.

**(3)** If lithium nitrate is proposed for use with or without supplementary cementitious materials, the aggregates shall be tested in accordance with Corps of Engineers (COE) Concrete Research Division (CRD) C662 in lieu of ASTM C1567. If lithium nitrate admixture is used, it shall be nominal 30% ±0.5% weight lithium nitrate in water. If the expansion does not exceed 0.10% at 28 days, the proposed combined materials will be accepted. If the expansion is greater than 0.10% at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10% at 28 days, or new aggregates shall be evaluated and tested.

**b. Fine aggregate.** Grading of the fine aggregate, as delivered to the mixer, shall conform to the requirements of ASTM C33 and the parameters identified in the fine aggregate material requirements below. Fine aggregate material requirements and deleterious limits are shown in the table below.

| Fine Aggregate Material Requirements | | |
|---|---|---|
| Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate | Loss after 5 cycles:<br>10% maximum using Sodium sulfate - or -<br>15% maximum using magnesium sulfate | ASTM C88 |
| Sand Equivalent | 45 minimum | ASTM D2419 |
| Fineness Modulus (FM) | 2.50 ≤ FM ≤ 3.40 | ASTM C136 |
| **Limits for Deleterious Substances in Fine Aggregate for Concrete** | | |
| Clay lumps and friable particles | 1.0% maximum | ASTM C142 |
| Coal and lignite | 0.5% using a medium with a density of Sp. Gr. of 2.0 | ASTM C123 |
| Total Deleterious Material | 1.0% maximum | |

**c. Coarse aggregate.** The maximum size coarse aggregate shall be **one inch (25mm)**.

Aggregates delivered to the mixer shall be clean, hard, uncoated aggregates consisting of crushed stone, crushed or uncrushed gravel, air-cooled iron blast furnace slag, crushed recycled concrete pavement, or a combination. The aggregates shall have no known history of detrimental pavement staining. Steel blast furnace slag shall not be permitted. Coarse aggregate material requirements and deleterious limits are shown in the table below; washing may be required to meet aggregate requirements.

**Coarse Aggregate Material Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Resistance to Degradation | Loss: 40% maximum | ASTM C131 |
| Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate | Loss after 5 cycles:<br>12% maximum using Sodium sulfate - or -<br>18% maximum using magnesium sulfate | ASTM C88 |
| Flat, Elongated, or Flat and Elongated Particles | 8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 for any size group coarser than 3/8 (9.5 mm) sieve [1] | ASTM D4791 |
| Bulk density of slag [2] | Weigh not less than 70 pounds per cubic foot (1.12 Mg/cubic meter) | ASTM C29 |
| D-cracking (Freeze-Thaw) [3] | Durability factor ≥ 95 | ASTM C666 |

[1] A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

[2] Only required if slag is specified.

[3] Coarse aggregate may only be accepted from sources that have a 20-year service history for the same gradation to be supplied with no history of D-Cracking. Aggregates that do not have a 20-year record of service free from major repairs (less than 5% of slabs replaced) in similar conditions without D-cracking shall not be used unless the material currently being produced has a durability factor greater than or equal to 95 per ASTM C666. The Contractor shall submit a current

certification and test results to verify the aggregate acceptability. Test results will only be accepted from a State Department of Transportation (DOT) materials laboratory or an accredited laboratory. Certification and test results which are not dated or which are over one (1) year old or which are for different gradations will not be accepted.

The amount of deleterious material in the coarse aggregate shall not exceed the following limits:

**Limits for Deleterious Substances in Coarse Aggregate**

| Deleterious material | ASTM | Percentage by Mass |
|---|---|---|
| Clay Lumps and friable particles | ASTM C142 | 1.0 |
| Material finer than No. 200 sieve (75 µm) | ASTM C117 | 1.0[1] |
| Lightweight particles | ASTM C123 using a medium with a density of Sp. Gr. of 2.0 | 0.5 |
| Chert[2] (less than 2.40 Sp Gr.) | ASTM C123 using a medium with a density of Sp. Gr. of 2.40) | 0.1[3] |

[1] The limit for material finer than 75-µm is allowed to be increased to 1.5% for crushed aggregates consisting of dust of fracture that is essentially free from clay or shale. Test results supporting acceptance of increasing limit to 1.5% with statement indicating material is dust of fracture must be submitted with Concrete mix. Acceptable techniques to characterizing these fines include methylene blue adsorption or X-ray diffraction analysis.

[2] Chert and aggregates with less than 2.4 specific gravity.

[3] The limit for chert may be increased to 1.0 percent by mass in areas not subject to severe freeze and thaw.

**d. Combined aggregate gradation.** This specification is targeted for a combined aggregate gradation developed following the guidance presented in United States Air Force Engineering Technical Letter (ETL) 97-5: Proportioning Concrete Mixtures with Graded Aggregates for Rigid Airfield Pavements. Base the aggregate grading upon a combination of all the aggregates (coarse and fine) to be used for the mixture proportioning. Three aggregate sizes may be required to achieve an optimized combined gradation that will produce a workable concrete mixture for its intended use. Use aggregate gradations that produce concrete mixtures with well-graded or optimized aggregate combinations. The Contractor shall submit complete mixture information necessary to calculate the volumetric components of the mixture. The combined aggregate grading shall meet the following requirements:

**(1)** The materials selected and the proportions used shall be such that when the Coarseness Factor (CF) and the Workability Factor (WF) are plotted on a diagram as described in paragraph 501-2.1d(4) below, the point thus determined shall fall within the parallelogram described therein.

**(2)** The CF shall be determined from the following equation:

CF = (cumulative percent retained on the 3/8 in. (9.5 mm) sieve)(100) / (cumulative percent retained on the No. 8 (2.36 mm) sieve)

**(3)** The WF is defined as the percent passing the No. 8 (2.36 mm) sieve based on the combined gradation. However, WF shall be adjusted, upwards only, by 2.5 percentage points for each 94 pounds (42 kg) of cementitious material per cubic meter yard greater than 564 pounds per cubic yard (335 kg per cubic meter).

**(4)** A diagram shall be plotted using a rectangular scale with WF on the Y-axis with units from 20 (bottom) to 45 (top), and with CF on the X-axis with units from 80 (left side) to 30 (right side). On this diagram a parallelogram shall be plotted with corners at the following coordinates (CF-75, WF-28), (CF-75, WF-40), (CF-45, WF-32.5), and (CF-45, WF-44.5). If the point determined by the intersection of the

computed CF and WF does not fall within the above parallelogram, the grading of each size of aggregate used and the proportions selected shall be changed as necessary. The point determined by the plotting of the CF and WF may be adjusted during production ±3 WF and ±5 CF. Adjustments to gradation may not take the point outside of the parallelogram.

**e. Contractors combined aggregate gradation.** The Contractor shall submit their combined aggregate gradation using the following format:

**Contractor's Combined Aggregate Gradation**

| Sieve Size | Contractor's Concrete mix Gradation (Percent passing by weight) |
|---|---|
| 2 inch (50 mm) | * |
| 1-1/2 inch (37.5 mm) | * |
| 1 inch (25.0 mm) | * |
| 3/4 inch (19.0 mm) | * |
| 1/2 inch (12.5 mm) | * |
| 3/8 inch (9.5 mm) | * |
| No. 4 (4.75 mm) | * |
| No. 8 (2.36 mm) | * |
| No. 16 (1.18 mm) | * |
| No. 30 (600 µm) | * |
| No. 50 (300 µm) | * |
| No. 100 (150 µm) | * |

**501-2.2 Cement.** Cement shall conform to the requirements of ASTM **C595** Type **IL**.

**501-2.3 Cementitious materials.**

**a. Fly ash.** Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total alkali content less than 3% per ASTM C311. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the Resident Project Representative (RPR).

**b. Slag cement (ground granulated blast furnace (GGBF)).** Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

**c. Raw or calcined natural pozzolan.** Natural pozzolan shall be raw or calcined and conform to ASTM C618, Class N, including the optional requirements for uniformity and effectiveness in controlling Alkali-Silica reaction and shall have a loss on ignition not exceeding 6%. Class N pozzolan for use in mitigating Alkali-Silica Reactivity shall have a total available alkali content less than 3%.

**501-2.4 Joint seal.** The joint seal for the joints in the concrete pavement shall meet the requirements of `Item P-605` and shall be of the type specified in the plans.

**501-2.5 Isolation joint filler.** Premolded joint filler for isolation joints shall conform to the requirements of ASTM D1751 or ASTM D1752 and shall be where shown on the plans. The filler for each joint shall be furnished in a single piece for the full depth and width required for the joint, unless otherwise specified by the RPR. When the use of more than one piece is required for a joint, the abutting ends shall be fastened securely and held accurately to shape by stapling or other positive fastening means satisfactory to the RPR.

**501-2.6 Steel reinforcement.** Reinforcing shall consist of **welded wire reinforcement** conforming to the requirements of ASTM **A1064**. Welded wire shall be furnished in flat sheets only.

**501-2.7 Dowel and tie bars.** Dowel bars shall be plain steel bars conforming to ASTM A615 and shall be free from burring or other deformation restricting slippage in the concrete.

**a. Dowel Bars**. Before delivery to the construction site each dowel bar shall be epoxy coated per ASTM A1078, Type 1, with a coating thickness after curing greater than 10 mils. Patched ends are not required for Type 1 coated dowels. The dowels shall be coated with a bond-breaker recommended by the manufacturer. Dowel sleeves or inserts are not permitted. Grout retention rings shall be fully circular metal or plastic devices capable of supporting the dowel until the grout hardens.

**b. Tie Bars.** Tie bars shall be deformed steel bars and conform to the requirements of ASTM A615. Tie bars designated as Grade 60 in ASTM A615 or ASTM A706 shall be used for construction requiring bent bars.

**501-2.8 Water.** Water used in mixing or curing shall be potable. If water is taken from other sources considered non-potable, it shall meet the requirements of ASTM C1602.

**501-2.9 Material for curing concrete.** Curing materials shall conform to one of the following specifications:

**a.** Liquid membrane-forming compounds for curing concrete shall conform to the requirements of ASTM C309, Type 2, Class A, or Class B.

**b.** White polyethylene film for curing concrete shall conform to the requirements of ASTM C171.

**c.** White burlap-polyethylene sheeting for curing concrete shall conform to the requirements of ASTM C171.

**d.** Waterproof paper for curing concrete shall conform to the requirements of ASTM C171.

**501-2.10 Admixtures.** Admixtures shall conform to the following specifications:

**a. Air-entraining admixtures.** Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entraining agent and any water reducer admixture shall be compatible.

**b. Water-reducing admixtures.** Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D.

**c. Other admixtures.** The use of set retarding and set-accelerating admixtures shall be approved by the RPR prior to developing the concrete mix. Retarding admixtures shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating admixtures shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

**d. Lithium Nitrate.** The lithium admixture shall be a nominal 30% aqueous solution of Lithium Nitrate, with a density of 10 pounds/gallon (1.2 kg/L), and shall have the approximate chemical form as shown below:

**Lithium Admixture**

| Constituent | Limit (Percent by Mass) |
|---|---|
| LiNO3 (Lithium Nitrate) | 30 ±0.5 |
| SO4 (Sulfate Ion) | 0.1 (max) |
| Cl (Chloride Ion) | 0.2 (max) |
| Na (Sodium Ion) | 0.1 (max) |
| K (Potassium Ion) | 0.1 (max) |

The lithium nitrate admixture dispensing and mixing operations shall be verified and certified by the lithium manufacturer's representative.

**501-2.11 Epoxy-resin.** All epoxy-resin materials shall be two-component materials conforming to the requirements of ASTM C881, Class as appropriate for each application temperature to be encountered, except that in addition, the materials shall meet the following requirements:

**a.** Material for use for embedding dowels and anchor bolts shall be Type IV, Grade 3.

**b.** Material for use as patching materials for complete filling of spalls and other voids and for use in preparing epoxy resin mortar shall be Type III, Grade as approved.

**c.** Material for use for injecting cracks shall be Type IV, Grade 1.

**d.** Material for bonding freshly mixed Portland cement concrete or mortar or freshly mixed epoxy resin concrete or mortar to hardened concrete shall be Type V, Grade as approved.

**501-2.12 Bond Breaker.** Liquid membrane forming compound shall be in accordance with paragraph 501-2.7.

## CONCRETE MIX

**501-3.1. General**. No concrete shall be placed until an acceptable concrete mix has been submitted to the RPR for review and the RPR has taken appropriate action. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

**501-3.2 Concrete Mix Laboratory.** The laboratory used to develop the concrete mix shall be accredited in accordance with ASTM C1077. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for developing the concrete mix must be included in the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the RPR prior to start of construction.

**501-3.3 Concrete Mix Proportions.** Develop the mix using the procedures contained in Portland Cement Association (PCA) publication, "Design and Control of Concrete Mixtures." Concrete shall be proportioned to achieve a 28-day flexural strength that meets or exceeds the acceptance criteria contained in paragraph 501-6.6 for a flexural strength of **620** psi per ASTM C78.

The minimum cementitious material shall be adequate to ensure a workable, durable mix. The minimum cementitious material (cement plus fly ash, or slag cement) shall be **470** pounds per cubic yard (**213** kg per cubic meter). The ratio of water to cementitious material, including free surface moisture on the aggregates but not including moisture absorbed by the aggregates shall be between 0.38 – 0.45 by weight.

Flexural strength test specimens shall be prepared in accordance with ASTM C192 and tested in accordance with ASTM C78. At the start of the project, the Contractor shall determine an allowable slump as determined by ASTM C143 not to exceed 2 inches (50 mm) for slip-form placement. For fixed-form placement, the slump shall not exceed 3 inches (75 mm). For hand placement, the slump shall not exceed 4 inches (100 mm).

The results of the concrete mix shall include a statement giving the maximum nominal coarse aggregate size and the weights and volumes of each ingredient proportioned on a one cubic yard (meter) basis. Aggregate quantities shall be based on the mass in a saturated surface dry condition.

If a change in source(s) is made, or admixtures added or deleted from the mix, a new concrete mix must be submitted to the RPR for approval.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

**501-3.4 Concrete Mix submittal.** The concrete mix shall be submitted to the RPR at least 30 days prior to the start of operations. The submitted concrete mix shall not be more than 180 days old and must use the materials to be used for production for the project. Production shall not begin until the concrete mix is approved in writing by the RPR.

Each of the submitted concrete mixes (i.e, slip form, side form machine finish and side form hand finish) shall be stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items and quantities as a minimum:

- Certified material test reports for aggregate in accordance with paragraph 501-2.1. Certified reports must include all tests required; reporting each test, test method, test result, and requirement specified (criteria).
- Combined aggregate gradations and analysis; and including plots of the fine aggregate fineness modulus.
- Reactivity Test Results.
- Coarse aggregate quality test results, including deleterious materials.
- Fine aggregate quality test results, including deleterious materials.
- Mill certificates for cement and supplemental cementitious materials.
- Certified test results for all admixtures, including Lithium Nitrate if applicable.
- Specified flexural strength, slump, and air content.
- Recommended proportions/volumes for proposed mixture and trial water-cementitious materials ratio, including actual slump and air content.
- Flexural and compressive strength summaries and plots, including all individual beam and cylinder breaks.
- Correlation ratios for acceptance testing and Contractor QC testing, when applicable.
- Historical record of test results documenting production standard deviation, when applicable.

**501-3.5 Cementitious materials.**

**a. Fly ash.** When fly ash is used as a partial replacement for cement, the replacement rate shall be determined from laboratory trial mixes, and shall be between 20 and 30% by weight of the total cementitious material. If fly ash is used in conjunction with slag cement the maximum replacement rate shall not exceed 10% by weight of total cementitious material.

**b. Slag cement (ground granulated blast furnace (GGBF)).** Slag cement may be used. The slag cement, or slag cement plus fly ash if both are used, may constitute between 25 to 55% of the total cementitious material by weight.

**c. Raw or calcined natural pozzolan.** Natural pozzolan may be used in the concrete mix. When pozzolan is used as a partial replacement for cement, the replacement rate shall be determined from laboratory trial mixes, and shall be between 20 and 30% by weight of the total cementitious material. If pozzolan is used in conjunction with slag cement the maximum replacement rate shall not exceed 10% by weight of total cementitious material.

**501-3.6 Admixtures.**

**a. Air-entraining admixtures.** Air-entraining admixture are to be added in such a manner that will ensure uniform distribution of the agent throughout the batch. The air content of freshly mixed air-entrained concrete shall be based upon trial mixes with the materials to be used in the work adjusted to produce concrete of the required plasticity and workability. The percentage of air in the mix shall be **6.0%**. Air content shall be determined by testing in accordance with ASTM C231 for gravel and stone coarse aggregate and ASTM C173 for slag and other highly porous coarse aggregate.

**b. Water-reducing admixtures.** Water-reducing admixtures shall be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the specification requirements. Tests shall be conducted with the materials to be used in the work, in accordance with ASTM C494.

**c. Other admixtures.** Set controlling, and other approved admixtures shall be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the specification requirements. Tests shall be conducted with the materials to be used in the work, in accordance with ASTM C494.

**d. Lithium nitrate.** Lithium nitrate shall be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the specification requirements in accordance with paragraph 501-2.10d.

## CONSTRUCTION METHODS

**501-4.1 Control Strip.** The control strip(s) shall be to the next planned joint after the initial 250 feet (75 m) of each type of pavement construction (slip-form pilot lane, slip-form fill-in lane, or fixed form). The Contractor shall demonstrate, in the presence of the RPR, that the materials, concrete mix, equipment, construction processes, and quality control processes meet the requirements of the specifications. The concrete mixture shall be extruded from the paver meeting the edge slump tolerance and with little or no finishing. Pilot, fill-in, and fixed-form control strips will be accepted separately. Minor adjustments to the mix design may be required to place an acceptable control strip. The production mix will be the adjusted mix design used to place the acceptable control strip. Upon acceptance of the control strip by the RPR, the Contractor must use the same equipment, materials, and construction methods for the remainder of concrete paving. Any adjustments to processes or materials must be approved in advance by the RPR. Acceptable control strips will meet edge slump tolerance and surface acceptable with little or no finishing, air content within action limits, strength equal or greater than requirements of P501-3.3. The control strip will be considered one lot for payment (no sublots required for control strip). Payment will only be made for an acceptable control strip in accordance with paragraph 501-8.1 using a lot pay factor equal to 100.

**501-4.2 Equipment.** The Contractor is responsible for the proper operation and maintenance of all equipment necessary for handling materials and performing all parts of the work to meet this specification.

**a. Plant and equipment.** The plant and mixing equipment shall conform to the requirements of ASTM C94 and/or ASTM C685. Each truck mixer shall have attached in a prominent place a manufacturer's nameplate showing the capacity of the drum in terms of volume of mixed concrete and the speed of rotation of the mixing drum or blades. The truck mixers shall be examined daily for changes in condition due to accumulation of hard concrete or mortar or wear of blades. The pickup and throwover blades shall be replaced when they have worn down 3/4 inch (19 mm) or more. The Contractor shall have a copy of the manufacturer's design on hand showing dimensions and arrangement of blades in reference to original height and depth.

Equipment for transferring and spreading concrete from the transporting equipment to the paving lane in front of the finishing equipment shall be provided. The equipment shall be specially manufactured, self-propelled transfer equipment which will accept the concrete outside the paving lane and will spread it evenly across the paving lane in front of the paver and strike off the surface evenly to a depth which permits the paver to operate efficiently.

**b. Finishing equipment.**

**(1) Slip-form.** The standard method of constructing concrete pavements shall be with an approved slip-form paving equipment designed and operated to spread, consolidate, screed, and finish the freshly placed concrete in one complete pass of the machine so that the end result is a dense and homogeneous pavement which is achieved with a minimum of hand finishing. The paver-finisher shall be a heavy duty, self-propelled machine designed specifically for paving and finishing high quality concrete pavements.

**(2) Fixed-form.** On projects requiring less than **500** cubic yards (418 cubic meters) of concrete pavement or irregular areas at locations inaccessible to slip-form paving equipment, concrete pavement may be placed with equipment specifically designed for placement and finishing using stationary side forms. Methods and equipment shall be reviewed and accepted by the RPR. Hand screeding and float finishing may only be used on small irregular areas as allowed by the RPR.

**c. Vibrators.** Vibrator shall be the internal type. The rate of vibration of each vibrating unit shall be sufficient to consolidate the pavement without segregation or voids. The number, spacing, and frequency shall be as necessary to provide a dense and homogeneous pavement and meet the recommendations of American Concrete Institute (ACI) 309R, Guide for Consolidation of Concrete. Adequate power to operate all vibrators shall be available on the paver. The vibrators shall be automatically controlled so that they shall be stopped as forward motion ceases. The Contractor shall provide an electronic or mechanical means to monitor vibrator status. The checks on vibrator status shall occur a minimum of two times per day or when requested by the RPR.

Hand held vibrators may only be used in irregular areas and shall meet the recommendations of ACI 309R, Guide for Consolidation of Concrete.

**d. Concrete saws.** The Contractor shall provide sawing equipment adequate in number of units and power to complete the sawing to the required dimensions. The Contractor shall provide at least one standby saw in good working order and a supply of saw blades at the site of the work at all times during sawing operations.

**e. Fixed forms.** Straight side fixed forms shall be made of steel and shall be furnished in sections not less than 10 feet (3 m) in length. Forms shall be provided with adequate devices for secure settings so that

when in place they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms with battered top surfaces and bent, twisted or broken forms shall not be used. Built-up forms shall not be used, except as approved by the RPR. The top face of the form shall not vary from a true plane more than 1/8 inch (3 mm) in 10 feet (3 m), and the upstanding leg shall not vary more than 1/4 inch (6 mm). The forms shall contain provisions for locking the ends of abutting sections together tightly for secure setting. Wood forms may be used under special conditions, when approved by the RPR. The forms shall extend the full depth of the pavement section.

**501-4.3 Form setting.** Forms shall be set to line and grade as shown on the plans, sufficiently in advance of the concrete placement, to ensure continuous paving operation. Forms shall be set to withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms shall be cleaned and oiled prior to the concrete placement.

**501-4.4 Base surface preparation prior to placement.** Any damage to the prepared base, subbase, and subgrade shall be corrected full depth by the Contractor prior to concrete placement. The underlying surface shall be entirely free of frost when concrete is placed. The prepared grade shall be moistened with water, without saturating, immediately ahead of concrete placement to prevent rapid loss of moisture from concrete. Bond breaker shall be applied in accordance with 501-2.12.

**501-4.5 Handling, measuring, and batching material.** Aggregate stockpiles shall be constructed and managed in such a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the concrete batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used. All aggregates produced or handled by hydraulic methods, and washed aggregates, shall be stockpiled or binned for draining at least 12 hours before being batched. Store and maintain all aggregates at a uniform moisture content prior to use. A continuous supply of materials shall be provided to the work to ensure continuous placement.

**501-4.6 Mixing concrete.** The concrete may be mixed at the work site, in a central mix plant or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time shall be measured from the time all materials are placed into the drum until the drum is emptied into the truck. All concrete shall be mixed and delivered to the site in accordance with the requirements of ASTM C94 or ASTM C685.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators, or non-agitating trucks. The elapsed time from the addition of cementitious material to the mix until the concrete is discharged from the truck should not exceed 30 minutes when the concrete is hauled in non-agitating trucks, nor 90 minutes when the concrete is hauled in truck mixers or truck agitators. In no case shall the temperature of the concrete when placed exceed 90°F (32°C). Retempering concrete by adding water or by other means will not be permitted. With transit mixers additional water may be added to the batch materials and additional mixing performed to increase the slump to meet the specified requirements provided the addition of water is performed within 45 minutes after the initial mixing operations and provided the water/cementitious ratio specified is not exceeded.

**501-4.7 Weather Limitations on mixing and placing.** No concrete shall be mixed, placed, or finished when the natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

**a. Cold weather.** Unless authorized in writing by the RPR, mixing and concreting operations shall be discontinued when a descending air temperature in the shade and away from artificial heat reaches 40°F (4°C) and shall not be resumed until an ascending air temperature in the shade and away from artificial heat reaches 35°F (2°C).

The aggregate shall be free of ice, snow, and frozen lumps before entering the mixer. The temperature of the mixed concrete shall not be less than 50°F (10°C) at the time of placement. Concrete shall not be placed on frozen material nor shall frozen aggregates be used in the concrete.

When concreting is authorized during cold weather, water and/or the aggregates may be heated to not more than 150°F (66°C). The apparatus used shall heat the mass uniformly and shall be arranged to preclude the possible occurrence of overheated areas which might be detrimental to the materials.

Curing during cold weather shall be in accordance with paragraph 501-4.13d.

**b. Hot weather.** During periods of hot weather when the maximum daily air temperature exceeds 85°F (30°C), the following precautions shall be taken.

The forms and/or the underlying surface shall be sprinkled with water immediately before placing the concrete. The concrete shall be placed at the coolest temperature practicable, and in no case shall the temperature of the concrete when placed exceed 90°F (32°C). The aggregates and/or mixing water shall be cooled as necessary to maintain the concrete temperature at or not more than the specified maximum.

The concrete placement shall be protected from exceeding an evaporation rate of 0.2 psf (0.98 kg/$m^2$ per hour) per hour. When conditions are such that problems with plastic cracking can be expected, and particularly if any plastic cracking begins to occur, the Contractor shall immediately take such additional measures as necessary to protect the concrete surface. If the Contractor's measures are not effective in preventing plastic cracking, paving operations shall be immediately stopped.

Curing during hot weather shall be in accordance with paragraph 501-4.13e.

**c. Temperature management program.** Prior to the start of paving operation for each day of paving, the Contractor shall provide the RPR with a Temperature Management Program for the concrete to be placed to assure that uncontrolled cracking is avoided. (Federal Highway Administration HIPERPAV 3 is one example of a temperature management program.) As a minimum, the program shall address the following items:

**(1)** Anticipated tensile strains in the fresh concrete as related to heating and cooling of the concrete material.

**(2)** Anticipated weather conditions such as ambient temperatures, wind velocity, and relative humidity; and anticipated evaporation rate using Figure 19-9, PCA, Design and Control of Concrete Mixtures.

**(3)** Anticipated timing of initial sawing of joint.

**(4)** Anticipated number and type of saws to be used.

d. **Rain.** The Contractor shall have available materials for the protection of the concrete during inclement weather. Such protective materials shall consist of rolled polyethylene sheeting at least 4 mils (0.1 mm) thick of sufficient length and width to cover the plastic concrete slab and any edges. The sheeting may be mounted on either the paver or a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations shall stop and all available personnel shall begin covering the surface of the unhardened concrete with the protective covering.

**501-4.8 Concrete Placement.** At any point in concrete conveyance, the free vertical drop of the concrete from one point to another or to the underlying surface shall not exceed 3 feet (1 m). The finished concrete product must be dense and homogeneous, without segregation and conforming to the standards in this specification. Backhoes and grading equipment shall not be used to distribute the concrete in front of the paver. Front end loaders will not be used. All concrete shall be consolidated without voids or segregation, including under and around all load-transfer devices, joint assembly units, and other features embedded in the pavement. Hauling equipment or other mechanical equipment can be permitted on adjoining previously constructed pavement when the concrete strength reaches a flexural strength of 550 psi (3.8 MPa), based on the average of four field cured specimens per 2,000 cubic yards (1,530 cubic meters) of concrete placed. The Contractor must determine that the above

minimum strengths are adequate to protection the pavement from overloads due to the construction equipment proposed for the project.

**The Contractor shall have available materials for the protection of the concrete during cold, hot and/or inclement weather in accordance with paragraph 501-4.7.**

**a. Slip-form construction.** The concrete shall be distributed uniformly into final position by a self-propelled slip-form paver without delay. The alignment and elevation of the paver shall be regulated from outside reference lines established for this purpose. The paver shall vibrate the concrete for the full width and depth of the strip of pavement being placed and the vibration shall be adequate to provide a consistency of concrete that will stand normal to the surface with sharp well-defined edges. The sliding forms shall be rigidly held together laterally to prevent spreading of the forms. The plastic concrete shall be effectively consolidated by internal vibration with transverse vibrating units for the full width of the pavement and/or a series of equally placed longitudinal vibrating units. The space from the outer edge of the pavement to longitudinal unit shall not exceed 9 inches (23 cm) for slipform and at the end of the dowels for the fill-in lanes. The spacing of internal units shall be uniform and shall not exceed 18 inches (0.5 m).

The term internal vibration means vibrating units located within the specified thickness of pavement section.

The rate of vibration of each vibrating unit shall be sufficient to consolidate the pavement without, segregation, voids, or vibrator trails and the amplitude of vibration shall be sufficient to be perceptible on the surface of the concrete along the entire length of the vibrating unit and for a distance of at least one foot (30 cm). The frequency of vibration or amplitude should be adjusted proportionately with the rate of travel to result in a uniform density and air content. The paving machine shall be equipped with a tachometer or other suitable device for measuring and indicating the actual frequency of vibrations.

The concrete shall be held at a uniform consistency. The slip-form paver shall be operated with as nearly a continuous forward movement as possible and all operations of mixing, delivering, and spreading concrete shall be coordinated to provide uniform progress with stopping and starting of the paver held to a minimum. If for any reason, it is necessary to stop the forward movement of the paver, the vibratory and tamping elements shall also be stopped immediately. No tractive force shall be applied to the machine, except that which is controlled from the machine.

When concrete is being placed adjacent to an existing pavement, that part of the equipment which is supported on the existing pavement shall be equipped with protective pads on crawler tracks or rubber-tired wheels on which the bearing surface is offset to run a sufficient distance from the edge of the pavement to avoid breaking the pavement edge.

Not more than 15% of the total free edge of each 500-foot (150 m) segment of pavement, or fraction thereof, shall have an edge slump exceeding 1/4 inch (6 mm), and none of the free edge of the pavement shall have an edge slump exceeding 3/8 inch (9 mm). (The total free edge of 500 feet (150 m) of pavement will be considered the cumulative total linear measurement of pavement edge originally constructed as nonadjacent to any existing pavement; that is, 500 feet (150 m) of paving lane originally constructed as a separate lane will have 1,000 feet (300 m) of free edge, 500 feet (150 m) of fill-in lane will have no free edge, etc.). The area affected by the downward movement of the concrete along the pavement edge shall be limited to not more than 18 inches (0.5 m) from the edge.

When excessive edge slump cannot be corrected before the concrete has hardened, the area with excessive edge slump will be removed the full width of the slip form lane and replaced at the expense of the Contractor as directed by the RPR.

**b. Fixed-form construction.** Forms shall be drilled in advance of being placed to line and grade to accommodate tie bars / dowel bars where these are specified.

Immediately in advance of placing concrete and after all subbase operations are completed, side forms shall be trued and maintained to the required line and grade for a distance sufficient to prevent delay in placing.

Side forms shall remain in place at least 12 hours after the concrete has been placed, and in all cases until the edge of the pavement no longer requires the protection of the forms. Curing compound shall be applied to the concrete immediately after the forms have been removed.

Side forms shall be thoroughly cleaned and coated with a release agent each time they are used and before concrete is placed against them.

Concrete shall be spread, screed, shaped and consolidated by one or more self-propelled machines. These machines shall uniformly distribute and consolidate concrete without segregation so that the completed pavement will conform to the required cross-section with a minimum of handwork.

The number and capacity of machines furnished shall be adequate to perform the work required at a rate equal to that of concrete delivery. The equipment must be specifically designed for placement and finishing using stationary side forms. Methods and equipment shall be reviewed and accepted by the RPR.

Concrete for the full paving width shall be effectively consolidated by internal vibrators. The rate of vibration of each vibrating unit shall be sufficient to consolidate the pavement without segregation, voids, or leaving vibrator trails.

Power to vibrators shall be connected so that vibration ceases when forward or backward motion of the machine is stopped.

**c. Consolidation.** Concrete shall be consolidated with the specified type of lane-spanning, gang-mounted, mechanical, immersion type vibrating equipment mounted in front of the paver, supplemented, in rare instances as specified, by hand-operated vibrators. The vibrators shall be inserted into the concrete to a depth that will provide the best full-depth consolidation but not closer to the underlying material than 2 inches (50 mm). Vibrators shall not be used to transport or spread the concrete. For each paving train, at least one additional vibrator spud, or sufficient parts for rapid replacement and repair of vibrators shall be maintained at the paving site at all times. Any evidence of inadequate consolidation (honeycomb along the edges, large air pockets, or any other evidence) or over-consolidation (vibrator trails, segregation, or any other evidence) shall require the immediate stopping of the paving operation and adjustment of the equipment or procedures as approved by the RPR.

If a lack of consolidation of the hardened concrete is suspected by the RPR, referee testing may be required. Referee testing of hardened concrete will be performed by the RPR by cutting cores from the finished pavement after a minimum of 24 hours curing. The RPR shall visually examine the cores for evidence of lack of consolidation. Density determinations will be made by the RPR based on the water content of the core as taken. ASTM C642 shall be used for the determination of core density in the saturated-surface dry condition. When required, referee cores will be taken at the minimum rate of one for each 500 cubic yards (382 $m^2$) of pavement, or fraction. The Contractor shall be responsible for all referee testing cost if they fail to meet the required density.

The average density of the cores shall be at least 97% of the original concrete mix density, with no cores having a density of less than 96% of the original concrete mix density. Failure to meet the referee tests will be considered evidence that the minimum requirements for vibration are inadequate for the job conditions. Additional vibrating units or other means of increasing the effect of vibration shall be employed so that the density of the hardened concrete conforms to the above requirements.

**501-4.9 Strike-off of concrete and placement of reinforcement.** Following the placing of the concrete, it shall be struck off to conform to the cross-section shown on the plans and to an elevation that when the concrete is properly consolidated and finished, the surface of the pavement shall be at the elevation shown

on the plans. When reinforced concrete pavement is placed in two layers, the bottom layer shall be struck off to such length and depth that the sheet of reinforcing steel fabric or bar mat may be laid full length on the concrete in its final position without further manipulation. The reinforcement shall then be placed directly upon the concrete, after which the top layer of the concrete shall be placed, struck off, and screed. If any portion of the bottom layer of concrete has been placed more than 30 minutes without being covered with the top layer or if initial set has taken place, it shall be removed and replaced with freshly mixed concrete at the Contractor's expense. When reinforced concrete is placed in one layer, the reinforcement may be positioned in advance of concrete placement or it may be placed in plastic concrete by mechanical or vibratory means after spreading.

Reinforcing steel, at the time concrete is placed, shall be free of mud, oil, or other organic matter that may adversely affect or reduce bond. Reinforcing steel with rust, mill scale or a combination of both will be considered satisfactory, provided the minimum dimensions, weight, and tensile properties of a hand wire-brushed test specimen are not less than the applicable ASTM specification requirements.

**501-4.10 Joints.** Joints shall be constructed as shown on the plans and in accordance with these requirements. All joints shall be constructed with their faces perpendicular to the surface of the pavement and finished or edged as shown on the plans. Joints shall not vary more than 1/2-inch (12 mm) from their designated position and shall be true to line with not more than 1/4-inch (6 mm) variation in 10 feet (3 m). The surface across the joints shall be tested with a 12-foot (3 m) straightedge as the joints are finished and any irregularities in excess of 1/4 inch (6 mm) shall be corrected before the concrete has hardened. All joints shall be so prepared, finished, or cut to provide a groove of uniform width and depth as shown on the plans.

**a. Construction.** Longitudinal construction joints shall be slip-formed or formed against side forms as shown in the plans.

Transverse construction joints shall be installed at the end of each day's placing operations and at any other points within a paving lane when concrete placement is interrupted for more than 30 minutes or it appears that the concrete will obtain its initial set before fresh concrete arrives. The installation of the joint shall be located at a planned contraction or expansion joint. If placing of the concrete is stopped, the Contractor shall remove the excess concrete back to the previous planned joint.

**b. Contraction.** Contraction joints shall be installed at the locations and spacing as shown on the plans. Contraction joints shall be installed to the dimensions required by forming a groove or cleft in the top of the slab while the concrete is still plastic or by sawing a groove into the concrete surface after the concrete has hardened. When the groove is formed in plastic concrete the sides of the grooves shall be finished even and smooth with an edging tool. If an insert material is used, the installation and edge finish shall be according to the manufacturer's instructions. The groove shall be finished or cut clean so that spalling will be avoided at intersections with other joints. Grooving or sawing shall produce a slot at least 1/8 inch (3 mm) wide and to the depth shown on the plans.

**c. Isolation (expansion).** Isolation joints shall be installed as shown on the plans. The premolded filler of the thickness as shown on the plans, shall extend for the full depth and width of the slab at the joint. The filler shall be fastened uniformly along the hardened joint face with no buckling or debris between the filler and the concrete interface, including a temporary filler for the sealant reservoir at the top of the slab. The edges of the joint shall be finished and tooled while the concrete is still plastic

**d. Dowels and Tie Bars for Joints**

**(1) Tie bars.** Tie bars shall consist of deformed bars installed in joints as shown on the plans. Tie bars shall be placed at right angles to the centerline of the concrete slab and shall be spaced at intervals shown on the plans. They shall be held in position parallel to the pavement surface and in the middle of the slab depth and within the tolerances in paragraph 501-4.10(f.). When tie bars extend into an unpaved lane, they may be bent against the form at longitudinal construction joints, unless threaded bolt or other

assembled tie bars are specified. Tie bars shall not be painted, greased, or enclosed in sleeves. When slip-form operations call for tie bars, two-piece hook bolts can be installed.

**(2) Dowel bars.** Dowel bars shall be placed across joints in the proper horizontal and vertical alignment as shown on the plans. The dowels shall be coated with a bond-breaker or other lubricant recommended by the manufacturer and approved by the RPR. Dowels bars at longitudinal construction joints shall be bonded in drilled holes.

**(3) Placing dowels and tie bars.** Horizontal spacing of dowels shall be within a tolerance of ±3/4 inch (19 mm). The vertical location on the face of the slab shall be within a tolerance of ±1/2 inch (12 mm). The method used to install dowels shall ensure that the horizontal and vertical alignment will not be greater than 1/4 inch per feet (6 mm per 0.3 m), except for those across the crown or other grade change joints. Dowels across crowns and other joints at grade changes shall be measured to a level surface. Horizontal alignment shall be checked perpendicular to the joint edge. The portion of each dowel intended to move within the concrete or expansion cap shall be wiped clean and coated with a thin, even film of lubricating oil or light grease before the concrete is placed. Dowels shall be installed as specified in the following subparagraphs.

**(a) Contraction joints.** Dowels and tie bars in longitudinal and transverse contraction joints within the paving lane shall be held securely in place by means of rigid metal frames or basket assemblies of an approved type. The basket assemblies shall be held securely in the proper location by means of suitable pins or anchors. Do not cut or crimp the dowel basket tie wires.

At the Contractor's option, dowels and tie bars in contraction joints may be installed by insertion into the plastic concrete using approved equipment and procedures per the paver manufacturer's design. Approval of installation methods will be based on the results of the control strip showing that the dowels and tie bars are installed within specified tolerances as verified by cores or non-destructive rebar location devices approved by the RPR.

**(b) Construction joints**. Install dowels and tie bars by the cast-in- place or the drill-and-dowel method. Installation by removing and replacing in preformed holes will not be permitted. Dowels and tie bars shall be prepared and placed across joints where indicated, correctly aligned, and securely held in the proper horizontal and vertical position during placing and finishing operations, by means of devices fastened to the forms.

**(c) Joints in hardened concrete.** Install dowels in hardened concrete by bonding the dowels into holes drilled into the concrete. The concrete shall have cured for seven (7) days or reached a minimum `flexural strength of 450 psi (3.1 MPa)` before drilling begins. Holes 1/8 inch (3 mm) greater in diameter than the dowels shall be drilled into the hardened concrete using rotary-core drills. Rotary-percussion drills may be used, provided that excessive spalling does not occur. Spalling beyond the limits of the grout retention ring will require modification of the equipment and operation. Depth of dowel hole shall be within a tolerance of ±1/2 inch (12 mm) of the dimension shown on the drawings. On completion of the drilling operation, the dowel hole shall be blown out with oil-free, compressed air. Dowels shall be bonded in the drilled holes using epoxy resin. Epoxy resin shall be injected at the back of the hole before installing the dowel and extruded to the collar during insertion of the dowel so as to completely fill the void around the dowel. Application by buttering the dowel will not be permitted. The dowels shall be held in alignment at the collar of the hole by means of a suitable metal or plastic grout retention ring fitted around the dowel.

**e. Sawing of joints.** Sawing shall commence, without regard to day or night, as soon as the concrete has hardened sufficiently to permit cutting without chipping, spalling, or tearing and before uncontrolled shrinkage cracking of the pavement occurs and shall continue without interruption until all joints have been sawn. All slurry and debris produced in the sawing of joints shall be removed by vacuuming and washing. Curing compound or system shall be reapplied in the initial saw-cut and maintained for the remaining cure period.

Joints shall be cut in locations as shown on the plans. The initial joint cut shall be a minimum 1/8 inch (3 mm) wide and to the depth shown on the plans. Prior to placement of joint sealant or seals, the top of the joint shall be widened by sawing as shown on the plans.

**501-4.11 Finishing.** Finishing operations shall be a continuing part of placing operations starting immediately behind the strike-off of the paver. Initial finishing shall be provided by the transverse screed or extrusion plate. The sequence of operations shall be transverse finishing, longitudinal machine floating if used, straightedge finishing, edging of joints, and then texturing. Finishing shall be by the machine method. The hand method shall be used only on isolated areas of odd slab widths or shapes and in the event of a breakdown of the mechanical finishing equipment. Supplemental hand finishing for machine finished pavement shall be kept to an absolute minimum. Any machine finishing operation which requires appreciable hand finishing, other than a moderate amount of straightedge finishing, shall be immediately stopped and proper adjustments made or the equipment replaced. Equipment, mixture, and/or procedures which produce more than 1/4 inch (6 mm) of mortar-rich surface shall be immediately modified as necessary to eliminate this condition or operations shall cease. Compensation shall be made for surging behind the screeds or extrusion plate and settlement during hardening and care shall be taken to ensure that paving and finishing machines are properly adjusted so that the finished surface of the concrete (not just the cutting edges of the screeds) will be at the required line and grade. Finishing equipment and tools shall be maintained clean and in an approved condition. At no time shall water be added to the surface of the slab with the finishing equipment or tools, or in any other way. Fog (mist) sprays or other surface applied finishing aids specified to prevent plastic shrinkage cracking, approved by the RPR, may be used in accordance with the manufacturers requirements.

**a. Machine finishing with slipform pavers.** The slipform paver shall be operated so that only a very minimum of additional finishing work is required to produce pavement surfaces and edges meeting the specified tolerances. Any equipment or procedure that fails to meet these specified requirements shall immediately be replaced or modified as necessary. A self-propelled non-rotating pipe float may be used while the concrete is still plastic, to remove minor irregularities and score marks. Only one pass of the pipe float shall be allowed. Equipment, mixture, and/or procedures which produce more than 1/4 inch (6 mm) of mortar-rich surface shall be immediately modified as necessary to eliminate this condition or operations shall cease. Remove excessive slurry from the surface with a cutting straightedge and wipe off the edge. Any slurry which does run down the vertical edges shall be immediately removed by hand, using stiff brushes or scrapers. No slurry, concrete or concrete mortar shall be used to build up along the edges of the pavement to compensate for excessive edge slump, either while the concrete is plastic or after it hardens.

**b. Machine finishing with fixed forms.** The machine shall be designed to straddle the forms and shall be operated to screed and consolidate the concrete. Machines that cause displacement of the forms shall be replaced. The machine shall make only one pass over each area of pavement. If the equipment and procedures do not produce a surface of uniform texture, true to grade, in one pass, the operation shall be immediately stopped and the equipment, mixture, and procedures adjusted as necessary.

**c. Other types of finishing equipment.** Clary screeds, other rotating tube floats, or bridge deck finishers are not allowed on mainline paving, but may be allowed on irregular or odd-shaped slabs, and near buildings or trench drains, subject to the RPR's approval.

Bridge deck finishers shall have a minimum operating weight of 7500 pounds (3400 kg) and shall have a transversely operating carriage containing a knock-down auger and a minimum of two immersion vibrators. Vibrating screeds or pans shall be used only for isolated slabs where hand finishing is permitted as specified, and only where specifically approved.

**d. Hand finishing.** Hand finishing methods will not be permitted, except under the following conditions: (1) in the event of breakdown of the mechanical equipment, hand methods may be used to

finish the concrete already deposited on the grade and (2) in areas of narrow widths or of irregular dimensions where operation of the mechanical equipment is impractical.

**e. Straightedge testing and surface correction.** After the pavement has been struck off and while the concrete is still plastic, it shall be tested for trueness with a 12-foot (3.7-m) finishing straightedge swung from handles capable of spanning at least one-half the width of the slab. The straightedge shall be held in contact with the surface in successive positions parallel to the centerline and the whole area gone over from one side of the slab to the other, as necessary. Advancing shall be in successive stages of not more than one-half the length of the straightedge. Any excess water and laitance in excess of 1/8 inch (3 mm) thick shall be removed from the surface of the pavement and wasted. Any depressions shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets the smoothness requirements. Straightedge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straightedge and until the slab conforms to the required grade and cross-section. The use of long-handled wood floats shall be confined to a minimum; they may be used only in emergencies and in areas not accessible to finishing equipment.

**501-4.12 Surface texture.** The surface of the pavement shall be finished as designated below for all newly constructed concrete pavements. It is important that the texturing equipment not tear or unduly roughen the pavement surface during the operation. The texture shall be uniform in appearance and approximately 1/16 inch (2 mm) in depth. Any imperfections resulting from the texturing operation shall be corrected to the satisfaction of the RPR.

**a . Brush or broom finish.** Not used.

**b. Burlap drag finish.** Burlap, at least 15 ounces per square yard (555 grams per square meter), will typically produce acceptable texture. To obtain a textured surface, the transverse threads of the burlap shall be removed approximately one foot (30 cm) from the trailing edge. A heavy buildup of grout on the burlap threads produces the desired wide sweeping longitudinal striations on the pavement surface.

**c. Artificial turf finish.** Shall be applied by dragging the surface of the pavement in the direction of concrete placement with an approved full-width drag made with artificial turf. The leading transverse edge of the artificial turf drag will be securely fastened to a lightweight pole on a traveling bridge. At least 2 feet (60 cm) of the artificial turf shall be in contact with the concrete surface during dragging operations. Approval of the artificial turf will be done only after it has been demonstrated by the Contractor to provide a satisfactory texture. One type that has provided satisfactory texture consists of 7,200 approximately 0.85-inch-long polyethylene turf blades per square foot.

**501-4.13 Curing.** Immediately after finishing operations are completed and bleed water is gone from the surface, all exposed surfaces of the newly placed concrete shall be cured for a 7-day cure period in accordance with one of the methods below. Failure to provide sufficient cover material of whatever kind the Contractor may elect to use, or lack of water to adequately take care of both curing and other requirements, shall be cause for immediate suspension of concreting operations. The concrete shall not be left exposed for more than 1/2 hour during the curing period.

When a two-saw-cut method is used to construct the contraction joint, the curing compound shall be applied to the saw-cut immediately after the initial cut has been made. The sealant reservoir shall not be sawed until after the curing period has been completed. When the one cut method is used to construct the

contraction joint, the joint shall be cured with wet rope, wet rags, or wet blankets. The rags, ropes, or blankets shall be kept moist for the duration of the curing period.

**a. Impervious membrane method.** Curing with liquid membrane compounds should not occur until bleed and surface moisture has evaporated. All exposed surfaces of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place. The curing compound shall not be applied during rainfall. Curing compound shall be applied by mechanical sprayers under pressure at the rate of one gallon (4 liters) to not more than 150 square feet (14 sq m). The spraying equipment shall be of the fully atomizing type equipped with a tank agitator. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. During application, the compound shall be stirred continuously by mechanical means. Hand spraying of odd widths or shapes and concrete surfaces exposed by the removal of forms will be permitted. When hand spraying is approved by the RPR, a double application rate shall be used to ensure coverage. Should the film become damaged from any cause, including sawing operations, within the required curing period, the damaged portions shall be repaired immediately with additional compound or other approved means. Upon removal of side forms, the sides of the exposed slabs shall be protected immediately to provide a curing treatment equal to that provided for the surface.

**b. White burlap-polyethylene sheets.** The surface of the pavement shall be entirely covered with the sheeting. The sheeting used shall be such length (or width) that it will extend at least twice the thickness of the pavement beyond the edges of the slab. The sheeting shall be placed so that the entire surface and both edges of the slab are completely covered. The sheeting shall be placed and weighted to remain in contact with the surface covered, and the covering shall be maintained fully saturated and in position for seven (7) days after the concrete has been placed.

**c. Water method.** The entire area shall be covered with burlap or other water absorbing material. The material shall be of sufficient thickness to retain water for adequate curing without excessive runoff. The material shall be kept wet at all times and maintained for seven (7) days. When the forms are stripped, the vertical walls shall also be kept moist. It shall be the responsibility of the Contractor to prevent ponding of the curing water on the subbase.

**d. Concrete protection for cold weather.** Maintain the concrete at a temperature of at least 50°F (10°C) for a period of 72 hours after placing and at a temperature above freezing for the remainder of the 7-day curing period. The Contractor shall be responsible for the quality and strength of the concrete placed during cold weather; and any concrete damaged shall be removed and replaced at the Contractor's expense.

**e. Concrete protection for hot weather.** Concrete should be continuous moisture cured for the entire curing period and shall commence as soon as the surfaces are finished and continue for at least 24 hours. However, if moisture curing is not practical beyond 24 hours, the concrete surface shall be protected from drying with application of a liquid membrane-forming curing compound while the surfaces are still damp. Other curing methods may be approved by the RPR.

**501-4.14 Removing forms.** Unless otherwise specified, forms shall not be removed from freshly placed concrete until it has hardened sufficiently to permit removal without chipping, spalling, or tearing. After the forms have been removed, the sides of the slab shall be cured in accordance with paragraph 501-4.13.

If honeycombed areas are evident when the forms are removed, materials, placement, and consolidation methods must be reviewed and appropriate adjustments made to assure adequate consolidation at the edges of future concrete placements. Honeycombed areas that extend into the slab less than approximately 1 inch (25 mm), shall be repaired with an approved grout, as directed by the RPR. Honeycombed areas that extend into the slab greater than a depth of 1 inch (25 mm) shall be considered as defective work and shall be removed and replaced in accordance with paragraph 501-4.19.

**501-4.15 Saw-cut grooving.** If shown on the plans, grooved surfaces shall be provided in accordance with the requirements of Item P-621.

**501-4.16 Sealing joints.** The joints in the pavement shall be sealed in accordance with Item P-605.

**501-4.17 Protection of pavement.** The Contractor shall protect the pavement and its appurtenances against both public traffic and traffic caused by the Contractor's employees and agents until accepted by the RPR. This shall include watchmen to direct traffic and the erection and maintenance of warning signs, lights, pavement bridges, crossovers, and protection of unsealed joints from intrusion of foreign material, etc. Any damage to the pavement occurring prior to final acceptance shall be repaired or the pavement replaced at the Contractor's expense.

Aggregates, rubble, or other similar construction materials shall not be placed on airfield pavements. Traffic shall be excluded from the new pavement by erecting and maintaining barricades and signs until the concrete is at least seven (7) days old, or for a longer period if directed by the RPR.

In paving intermediate lanes between newly paved pilot lanes, operation of the hauling and paving equipment will be permitted on the new pavement after the pavement has been cured for seven (7) days, the joints are protected, the concrete has attained a minimum field cured flexural strength of [ 450 psi (3100 kPa) ], and the slab edge is protected.

All new and existing pavement carrying construction traffic or equipment shall be kept clean and spillage of concrete and other materials shall be cleaned up immediately.

Damaged pavements shall be removed and replaced at the Contractor's expense. Slabs shall be removed to the full depth, width, and length of the slab.

**501-4.18 Opening to construction traffic.** The pavement shall not be opened to traffic until test specimens molded and cured in accordance with ASTM C31 have attained a compressive strength of 3,100 pounds per square inch (21,400 kPa) when tested in accordance with ASTM C78. If such tests are not conducted, the pavement shall not be opened to traffic until 14 days after the concrete was placed. Prior to opening the pavement to construction traffic, all joints shall either be sealed or protected from damage to the joint edge and intrusion of foreign materials into the joint. As a minimum, backer rod or tape may be used to protect the joints from foreign matter intrusion.

**501-4.19 Repair, removal, or replacement of slabs.** New pavement slabs that are broken or contain cracks or are otherwise defective or unacceptable as defined by acceptance criteria in paragraph 501-6.6 shall be removed and replaced or repaired, as directed by the RPR, at the Contractor's expense. Spalls along joints shall be repaired as specified. Removal of partial slabs is not permitted. Removal and replacement shall be full depth, shall be full width of the slab, and the limit of removal shall be normal to the paving lane and to each original transverse joint. The RPR will determine whether cracks extend full depth of the pavement and may require cores to be drilled on the crack to determine depth of cracking. Such cores shall be have a diameter of 2 inches (50 mm) to 4 inches (100 mm), shall be drilled by the Contractor and shall be filled by the Contractor with a well consolidated concrete mixture bonded to the walls of the hole with a bonding agent, using approved procedures. Drilling of cores and refilling holes shall be at no expense to the Owner. Repair of cracks as described in this section shall not be allowed if in the opinion of the RPR the overall condition of the pavement indicates that such repair is unlikely to achieve an acceptable and durable finished pavement. No repair of cracks shall be allowed in any panel that demonstrates segregated aggregate with an absence of coarse aggregate in the upper 1/8 inch (3 mm) of the pavement surface.

**a. Shrinkage cracks.** Shrinkage cracks which do not exceed one-third of the pavement depth shall be cleaned and either high molecular weight methacrylate (HMWM) applied; or epoxy resin (Type IV, Grade 1) pressure injected using procedures recommended by the manufacturer and approved by the RPR. Sandblasting of the surface may be required following the application of HMWM to restore skid

resistance. Care shall be taken to ensure that the crack is not widened during epoxy resin injection. All epoxy resin injection shall take place in the presence of the RPR. Shrinkage cracks which exceed one-third the pavement depth shall be treated as full depth cracks in accordance with paragraphs 501-4.19b and 501-19c.

**b. Slabs with cracks through interior areas.** Interior area is defined as that area more than 6 inches (150 mm) from either adjacent original transverse joint. The full slab shall be removed and replaced at no cost to the Owner, when there are any full depth cracks, or cracks greater than one-third the pavement depth, that extend into the interior area.

**c. Cracks close to and parallel to joints.** All full-depth cracks within 6 inches (150 mm) either side of the joint and essentially parallel to the original joints, shall be treated as follows.

**(1) Full depth cracks and original joint not cracked.** The full-depth crack shall be treated as the new joint and the original joint filled with an epoxy resin.

**i. Full-depth crack.** The joint sealant reservoir for the crack shall be formed by sawing to a depth of 3/4 inches (19 mm), ±1/16 inch (2 mm), and to a width of 5/8 inch (16 mm), ±1/8 inch (3 mm). The crack shall be sawed with equipment specially designed to follow random cracks. Any equipment or procedure which causes raveling or spalling along the crack shall be modified or replaced to prevent raveling or spalling. The joint shall be sealed with sealant in accordance with P-605 or as directed by the RPR.

**ii. Original joint.** If the original joint sealant reservoir has been sawed out, the reservoir and as much of the lower saw cut as possible shall be filled with epoxy resin, Type IV, Grade 2, thoroughly tooled into the void using approved procedures.

If only the original narrow saw cut has been made, it shall be cleaned and pressure injected with epoxy resin, Type IV, Grade 1, using approved procedures.

Where a parallel crack goes part way across paving lane and then intersects and follows the original joint which is cracked only for the remained of the width, it shall be treated as specified above for a parallel crack, and the cracked original joint shall be prepared and sealed as originally designed.

**(2) Full depth cracks and original joint cracked.** If there is any place in the lane width where a parallel crack and a cracked portion of the original joint overlap, the entire slab containing the crack shall be removed and replaced.

**d. Removal and replacement of full slabs.** Make a full depth cut perpendicular to the slab surface along all edges of the slab with a concrete saw cutting any dowels or tie-bars. Remove damaged slab protecting adjacent pavement from damage. Damage to adjacent slabs may result in removal of additional slabs as directed by the RPR at the Contractor's expense.

The underlying material shall be repaired, re-compacted and shaped to grade.

Dowels of the size and spacing specified for other joints in similar pavement on the project shall be installed along all four (4) edges of the new slab in accordance with paragraph 501-4.10d.

Placement of concrete shall be as specified for original construction. The joints around the new slab shall be prepared and sealed as specified for original construction.

**e. Spalls along joints.**

**(1)** Spalls less than one inch wide and less than the depth of the joint sealant reservoir, shall be filled with joint sealant material.

**(2)** Spalls larger than one inch and/or deeper than the joint reservoir, but less than ½ the slab depth, and less than 25% of the length of the adjacent joint shall be repaired as follows:

**i**. Make a vertical saw cut at least one inch (25 mm) outside the spalled area and to a depth of at least 2 inches (50 mm). Saw cuts shall be straight lines forming rectangular areas surrounding the spalled area.

**ii.** Remove unsound concrete and at least 1/2 inch (12 mm) of visually sound concrete between the saw cut and the joint or crack with a light chipping hammer.

**iii.** Clean cavity with high-pressure water jets supplemented with compressed air as needed to remove all loose material.

**iv.** Apply a prime coat of epoxy resin, Type III, Grade I, to the dry, cleaned surface of all sides and bottom of the cavity, except any joint face.

**v.** Fill the cavity with low slump concrete or mortar or with epoxy resin concrete or mortar.

**vi.** An insert or other bond-breaking medium shall be used to prevent bond at all joint faces.

**vii.** A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints.

**(3)** Spalls deeper than 1/2 of the slab depth or spalls longer than 25% of the adjacent joint require replacement of the entire slab.

**f. Diamond grinding of Concrete surfaces.** Diamond grinding shall be completed prior to pavement grooving. Diamond grinding of the hardened concrete should not be performed until the concrete is at least 14 days old and has achieved full minimum strength. Equipment that causes ravels, aggregate fractures, spalls or disturbance to the joints will not be permitted. The depth of diamond grinding shall not exceed 1/2 inch (13 mm) and all areas in which diamond grinding has been performed will be subject to the final pavement thickness tolerances specified.

Diamond grinding shall be performed with a machine specifically designed for diamond grinding capable of cutting a path at least 3 feet (0.9 m) wide. The saw blades shall be 1/8-inch (3-mm) wide with sufficient number of flush cut blades that create grooves between 0.090 and 0.130 inches (2 and 3.5 mm) wide; and peaks and ridges approximately 1/32 inch (1 mm) higher than the bottom of the grinding cut. The Contractor shall determine the number and type of blades based on the hardness of the aggregate. Contractor shall demonstrate to the RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces.

Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. All grinding shall be at the expense of the Contractor.

**501-5.1 Quality control program.** The Contractor shall develop a Quality Control Program in accordance with Item C-100. No partial payment will be made for materials that are subject to specific quality control requirements without an approved quality control program.

**501-5.2 Contractor Quality Control (CQC).** The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall

be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

**501-5.3 Contractor QC testing.** The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to this specification and as set forth in the CQCP. The testing program shall include, but not necessarily be limited to, tests for aggregate gradation, aggregate moisture content, slump, and air content. A QC Testing Plan shall be developed and approved by the RPR as part of the CQCP.

The RPR may at any time, notwithstanding previous plant acceptance, reject and require the Contractor to dispose of any batch of concrete mixture which is rendered unfit for use due to contamination, segregation, or improper slump. Such rejection may be based on only visual inspection. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

**a. Fine aggregate.**

**(1) Gradation.** A sieve analysis shall be made at least twice daily in accordance with ASTM C136 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

**(2) Moisture content.** If an electric moisture meter is used, at least two direct measurements of moisture content shall be made per week to check the calibration. If direct measurements are made in lieu of using an electric meter, two tests shall be made per day. Tests shall be made in accordance with ASTM C70 or ASTM C566.

**(3) Deleterious substances.** Fine aggregate as delivered to the mixer shall be tested for deleterious substances in fine aggregate for concrete as specified in paragraph 501-2.1b, prior to production of the control strip, and a minimum of every 30-days during production or more frequently as necessary to control deleterious substances.

**b. Coarse Aggregate.**

**(1) Gradation.** A sieve analysis shall be made at least twice daily for each size of aggregate. Tests shall be made in accordance with ASTM C136 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

**(2) Moisture content.** If an electric moisture meter is used, at least two direct measurements of moisture content shall be made per week to check the calibration. If direct measurements are made in lieu of using an electric meter, two tests shall be made per day. Tests shall be made in accordance with ASTM C566.

**(3) Deleterious substances.** Coarse aggregate as delivered to the mixer shall be tested for deleterious substances in coarse aggregate for concrete as specified in paragraph 501-2.1c, prior to production of the control strip, and a minimum of every 30-days during production or more frequently as necessary to control deleterious substances.

**c. Slump.** One test shall be made for each sublot. Slump tests shall be performed in accordance with ASTM C143 from material randomly sampled from material discharged from trucks at the paving site. Material samples shall be taken in accordance with ASTM C172.

**d. Air content.** One test shall be made for each sublot. Air content tests shall be performed in accordance with ASTM C231 for gravel and stone coarse aggregate and ASTM C173 for slag or other

porous coarse aggregate, from material randomly sampled from trucks at the paving site. Material samples shall be taken in accordance with ASTM C172.

**e. Unit weight and Yield.** One test shall be made for each sublot. Unit weight and yield tests shall be in accordance with ASTM C138. The samples shall be taken in accordance with ASTM C172 and at the same time as the air content tests.

**f. Temperatures.** Temperatures shall be checked at least four times per lot at the job site in accordance with ASTM C1064.

**g. Smoothness for Contractor Quality Control.**

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot (3.7 m) "straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot (3.7m) straightedge approved by the RPR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using either the FAA profile program, ProFAA, or FHWA profile program ProVal, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

**(1) Transverse measurements.** Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

**(2) Longitudinal measurements.** Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater. When placement abuts previously placed material the first measurement shall start with one half the length of the straight edge on the previously placed material.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 501-4.19f or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 501-6.6.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

**h. Grade.** Grade will be evaluated prior to and after placement of the concrete surface.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm) vertically and 0.1 feet (30 mm) laterally. The documentation will be provided by the Contractor to the RPR by the end of the following working day.

Areas with humps or depression that that exceed grade or smoothness and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch (12 mm) less than the thickness specified on the plans. If these areas cannot be corrected with grinding then the slabs that are retaining water must be removed and replaced in accordance with paragraph 501-4.19d. Grinding shall be in accordance with paragraph 501-4.19f. All corrections will be at the Contractors expense.

**501-5.4 Control charts.** The Contractor shall maintain linear control charts for fine and coarse aggregate gradation, slump, and air content. The Contractor shall also maintain a control chart plotting the coarseness factor/workability factor from the combined gradations in accordance with paragraph 501-2.1d.

Control charts shall be posted in a location satisfactory to the RPR and shall be kept up to date at all times. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and suspension Limits, or Specification limits, applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a potential problem and the Contractor is not taking satisfactory corrective action, the RPR may halt production or acceptance of the material.

**a. Fine and coarse aggregate gradation.** The Contractor shall record the running average of the last five gradation tests for each control sieve on linear control charts. Superimposed on the control charts shall be the action and suspension limits. Gradation tests shall be performed by the Contractor per ASTM C136. The Contractor shall take at least two samples per lot to check the final gradation. Sampling shall be per ASTM D75 from the flowing aggregate stream or conveyor belt.

**b. Slump and air content.** The Contractor shall maintain linear control charts both for individual measurements and range (that is, difference between highest and lowest measurements) for slump and air content in accordance with the following Action and Suspension Limits.

**c. Combined gradation.** The Contractor shall maintain a control chart plotting the coarseness factor and workability factor on a chart in accordance with paragraph 501-2.1d.

**Control Chart Limits[1]**

| Control Parameter | Individual Measurements | |
|---|---|---|
| | Action Limit | Suspension Limit |
| Gradation[2] | *[3] | *[3] |
| Coarseness Factor (CF) | ±3.5 | ±5 |
| Workability Factor (WF) | ±2 | ±3 |
| Slump | +0.5 to -1 inch (+13 to -25 mm) | +1 to -1.5 inch (+25 to -38 mm) |
| Air Content | ±1.5% | ±2.0% |

[1] Control charts shall developed and maintained for each control parameter indicated.

[2] Control charts shall be developed and maintained for each sieve size.

[3] Action and suspension limits shall be determined by the Contractor.

**501-5.5 Corrective action at Suspension Limit.** The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of control. The CQCP shall detail what action will be taken to bring the process into control and shall contain sets of rules to gauge when a process is out of control. As a minimum, a process shall be deemed out of control and corrective action taken if any one of the following conditions exists.

**a.** Fine and coarse aggregate gradation. When two consecutive averages of five tests are outside of the suspension limits, immediate steps, including a halt to production, shall be taken to correct the grading.

**b.** Coarseness and Workability factor. When the CF or WF reaches the applicable suspension limits, the Contractor, immediate steps, including a halt to production, shall be taken to correct the CF and WF.

c. Fine and coarse aggregate moisture content. Whenever the moisture content of the fine or coarse aggregate changes by more than 0.5%, the scale settings for the aggregate batcher and water batcher shall be adjusted.

d. Slump. The Contractor shall halt production and make appropriate adjustments whenever:

(1) one point falls outside the Suspension Limit line for individual measurements

OR

(2) two points in a row fall outside the Action Limit line for individual measurements.

d. Air content. The Contractor shall halt production and adjust the amount of air-entraining admixture whenever:

(1) one point falls outside the Suspension Limit line for individual measurements

OR

(2) two points in a row fall outside the Action Limit line for individual measurements.

## MATERIAL ACCEPTANCE

**501-6.1 Quality Assurance (QA) Acceptance sampling and testing.** All acceptance sampling and testing necessary to determine conformance with the requirements specified in this section, with the exception of coring for thickness determination, will be performed by the RPR. The Contractor shall provide adequate facilities for the initial curing of beams. The Contractor shall bear the cost of providing initial curing facilities and coring and filling operations, per paragraph 501-6.5b(1).

The samples will be transported while in the molds. The curing, except for the initial cure period, will be accomplished using the immersion in saturated lime water method. During the 24 hours after molding, the temperature immediately adjacent to the specimens must be maintained in the range of 60° to 80°F (16° to 27°C), and loss of moisture from the specimens must be prevented. The specimens may be stored in tightly constructed wooden boxes, damp sand pits, temporary buildings at construction sites, under wet burlap in favorable weather, or in heavyweight closed plastic bags, or using other suitable methods, provided the temperature and moisture loss requirements are met.

**501-6.2 Quality Assurance (QA) testing laboratory**. Quality assurance testing organizations performing these acceptance tests will be accredited in accordance with ASTM C1077. The quality assurance laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods will be submitted to the RPR prior to start of construction.

**501-6.3 Lot size.** Concrete will be accepted for strength and thickness on a lot basis. A lot will consist of a day's production not to exceed 1,500 cubic yards (1,146 cubic meters). Each lot will be divided into approximately equal sublots with individual sublots between 400 to 600 cubic yards. Where three sublots are produced, they will constitute a lot. Where one or two sublots are produced, they will be incorporated into the previous or next lot. Where more than one plant is simultaneously producing concrete for the job, the lot sizes will apply separately for each plant.

**501-6.4 Partial lots.** When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot or for overages or minor placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

Where three sublots have been produced, they will constitute a lot. Where one or two sublots have been produced, they will be incorporated into the next lot or the previous lot and the total number of sublots will be used in the acceptance criteria calculation, that is, n=5 or n=6.

**501-6.5 Acceptance Sampling and Testing.**

**a. Strength.**

**(1) Sampling.** One sample will be taken for each sublot from the concrete delivered to the job site. Sampling locations will be determined by the RPR in accordance with random sampling procedures contained in ASTM D3665. The concrete will be sampled in accordance with ASTM C172.

**(2) Test Specimens.** The RPR will be responsible for the casting, initial curing, transportation, and curing of specimens in accordance with ASTM C31. Two (2) specimens will be made from each sample and slump, air content, unit weight, and temperature tests will be conducted for each set of

strength specimens. Within 24 to 48 hours, the samples will be transported from the field to the laboratory while in the molds. Samples will be cured in saturated lime water.

The strength of each specimen will be determined in accordance with ASTM C39. The strength for each sublot will be computed by averaging the results of the two test specimens representing that sublot.

**(3) Acceptance.** Acceptance of pavement for strength will be determined by the RPR in accordance with paragraph 501-6.6b(1). All individual strength tests within a lot will be checked for outliers in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded and the remaining test values will be used to determine acceptance in accordance with paragraph 501-6.5b.

**b. Pavement thickness.**

**(1) Sampling.** One core will be taken by the Contractor for each sublot in the presence of the RPR. Sampling locations will be determined by the RPR in accordance with random sampling procedures contained in ASTM D3665. Areas, such as thickened edges, with planned variable thickness, will be excluded from sample locations.

Cores shall be a minimum 4 inch (100 mm) in diameter neatly cut with a core drill. The Contractor will furnish all tools, labor, and materials for cutting samples and filling the cored hole. Core holes will be filled by the Contractor with a non-shrink grout approved by the RPR within one day after sampling.

**(2) Testing.** The thickness of the cores will be determined by the RPR by the average caliper measurement in accordance with ASTM C174. Each core shall be photographed and the photograph included with the test report.

**(3) Acceptance.** Acceptance of pavement for thickness will be determined by the RPR in accordance with paragraph 501-6.6.

**501-6.6 Acceptance criteria.**

**a. General.** Acceptance will be based on the following characteristics of the completed pavement discussed in paragraph 501-6.5b:

**(1)** Strength

**(2)** Thickness

**(3)** Grade

(4) Profilograph smoothness

**(5)** Adjustments for repairs

Acceptance for strength, thickness, and grade, will be based on the criteria contained in accordance with paragraph 501-6.6b(1), 501-6.6b(2), and 501-6.6b(3), respectively. Acceptance for profilograph smoothness will be based on the criteria contained in paragraph 501-6.6b(4).

Production quality must achieve 90 PWL or higher to receive full payment.

Strength and thickness will be evaluated for acceptance on a lot basis using the method of estimating PWL. Production quality must achieve 90 PWL or higher to receive full pavement. The PWL will be determined in accordance with procedures specified in Item C-110.

The lower specification tolerance limit (L) for strength and thickness will be:

**Lower Specification Tolerance Limit (L)**

| | |
|---|---|
| **Strength** | 0.93 × strength specified in paragraph 501-3.3 |
| **Thickness** | Lot Plan Thickness in inches, - 0.50 in |

**b. Acceptance criteria.**

**(1) Strength.** If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment for the lot will be determined in accordance with paragraph 501-8.1.

(**2) Thickness.** If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment for the lot will be determined in accordance with paragraph 501-8.1.

**(3) Grade.** The final finished surface of the pavement of the completed project will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm) vertically or 0.1 feet (30 mm) laterally. The documentation, stamped and signed by a licensed surveyor shall be in accordance with paragraph 501-5.3h. Payment for sublots that do not meet grade for over 25% of the sublot shall reduced by 5% and not be more than 95%.

**(4) Profilograph roughness for QA Acceptance.** The final profilograph shall be the full length of the project to facilitate testing of roughness between lots. The Contractor, in the presence of the RPR shall perform a profilograph roughness test on the completed project with a profilograph meeting the requirements of ASTM E1274 or a Class I inertial profiler meeting ASTM E950. Data and results shall be provided within 48 hrs of profilograph roughness tests.

The pavement shall have an average profile index less than 15 inches per mile per 1/10 mile. The equipment shall utilize electronic recording and automatic computerized reduction of data to indicate "must grind" bumps and the Profile Index for the pavement using a 0.2-inch (5 mm) blanking band. The bump template must span one inch (25 mm) with an offset of 0.4 inches (10 mm). The profilograph must be calibrated prior to use and operated by a factory or State DOT approved, trained operator. Profilograms shall be recorded on a longitudinal scale of one inch (25 mm) equals 25 feet (7.5 m) and a vertical scale of one inch (25 mm) equals one inch (25 mm). Profilograph shall be performed one foot right and left of project centerline and 15 feet (4.5 m) right and left of project centerline. Any areas that indicate "must grind" shall be corrected with diamond grinding per paragraph 501-4.19f or by removing and replacing full depth of surface course. as directed by the RPR. Where corrections are necessary, a second profilograph run shall be performed to verify that the corrections produced an average profile index of 15 inches per mile per 1/10 mile or less.

**(5) Adjustments for repair.** Sublots with spall repairs, crack repairs, or partial panel replacement, will be limited to no more than 95% payment.

**(6) Adjustment for grinding.** For sublots with grinding over 25% of a sublot, payment will be reduced 5%.

## METHOD OF MEASUREMENT

**501-7.1** Concrete pavement shall be measured by the number of square yards (square meters) of plain **or** reinforced pavement as specified in-place, completed and accepted.

## BASIS OF PAYMENT

**501-8.1 Payment.** Payment for concrete pavement meeting all acceptance criteria as specified in paragraph 501-6.6. Acceptance Criteria shall be based on results of strength, smoothness, and thickness tests. Payment for acceptable lots of concrete pavement shall be adjusted in accordance with paragraph 501-8.1a for strength and thickness; 501-8.1b for repairs; 501-8.1c for grinding; and 501-8.1d for smoothness, subject to the limitation that:

The total project payment for concrete pavement shall not exceed **100** percent of the product of the contract unit price and the total number of square yards (square meters) of concrete pavement used in the accepted work (See Note 1 under the Price Adjustment Schedule table below).

Payment shall be full compensation for all labor, materials, tools, equipment, and incidentals required to complete the work as specified herein and on the drawings.

**a. Basis of adjusted payment.** The pay factor for each individual lot shall be calculated in accordance with the Price Adjustment Schedule table below. A pay factor shall be calculated for both strength and thickness. The lot pay factor shall be the higher of the two values when calculations for both strength and thickness are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either strength or thickness is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both strength and thickness are less than 100%.

**Price Adjustment Schedule[1]**

| Percentage of Materials Within Specification Limits (PWL) | Lot Pay Factor (Percent of Contract Unit Price) |
|---|---|
| 96 – 100 | 106 |
| 90 – 95 | PWL + 10 |
| 75 – 90 | 0.5 PWL + 55 |
| 55 – 74 | 1.4 PWL – 12 |
| Below 55 | Reject[2] |

[1] Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment in excess of 100% shall be subject to the total project payment limitation specified in paragraph 501-8.1.

[2] The lot shall be removed and replaced unless, after receipt of FAA concurrence, the Owner and Contractor agree in writing that the lot will remain; the lot paid at 50% of the contract unit price; and the total project payment limitation reduced by the amount withheld for that lot.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 501-8.1. Payment in excess of 100% for accepted lots of concrete pavement shall be used to offset payment for accepted lots of concrete pavement that achieve a lot pay factor less than 100%; except for rejected lots which remain in place and/or sublots with adjustments for repairs.

**b. Adjusted payment for repairs.** The PWL lot pay factor shall be reduced by 5% and be no higher than 95% for sublots which contain repairs in accordance with paragraph 501-4.19 on more than 20% of

the slabs within the sublot. Payment factors greater than 100 percent for the strength and thickness cannot be used to offset adjustments for repairs.

**c. Adjusted payment for grinding.** The PWL lot pay factor shall be reduced by 5% and be no higher than 95% for sublots with grinding over 25% of a sublot.

**d. Profilograph Roughness.** The Contractor will receive full payment when the profilograph average profile index is in accordance with paragraph 501-6.6b(4). When the final average profile index for the entire length of pavement does not exceed 15 inches per mile per 1/10 mile, payment will be made at the contract unit price for the completed pavement.

**e. Payment. Payment shall be made under:**

**Item P-501 – 7.5 Inch Whitetop.** per square yard (square meter)

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM A184 | Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement |
| ASTM A615 | Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement |
| ASTM A704 | Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement |
| ASTM A706 | Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement |
| ASTM A775 | Standard Specification for Epoxy-Coated Steel Reinforcing Bars |
| ASTM A884 | Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement |
| ASTM A934 | Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars |
| ASTM A996 | Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement |
| ASTM A1035 | Standard Specification for Deformed and Plain, Low-Carbon, Chromium, Steel Bars for Concrete Reinforcement |
| ASTM A1064 | Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete |
| ASTM A1078 | Standard Specification for Epoxy-Coated Steel Dowels for Concrete Pavement |
| ASTM C29 | Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate |

| | |
|---|---|
| ASTM C31 | Standard Practice for Making and Curing Concrete Test Specimens in the Field |
| ASTM C33 | Standard Specification for Concrete Aggregates |
| ASTM C39 | Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens |
| ASTM C70 | Standard Test Method for Surface Moisture in Fine Aggregate |
| ASTM C78 | Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading) |
| ASTM C88 | Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate |
| ASTM C94 | Standard Specification for Ready-Mixed Concrete |
| ASTM C114 | Standard Test Methods for Chemical Analysis of Hydraulic Cement |
| ASTM C117 | Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing |
| ASTM C123 | Standard Test Method for Lightweight Particles in Aggregate |
| ASTM C136 | Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates |
| ASTM C131 | Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine |
| ASTM C136 | Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates |
| ASTM C138 | Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete |
| ASTM C142 | Standard Test Method for Clay Lumps and Friable Particles in Aggregates |
| ASTM C143 | Standard Test Method for Slump of Hydraulic-Cement Concrete |
| ASTM C150 | Standard Specification for Portland Cement |
| ASTM C171 | Standard Specification for Sheet Materials for Curing Concrete |
| ASTM C172 | Standard Practice for Sampling Freshly Mixed Concrete |
| ASTM C173 | Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method |
| ASTM C174 | Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores |
| ASTM C227 | Standard Test Method for Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method) |
| ASTM C231 | Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method |
| ASTM C260 | Standard Specification for Air-Entraining Admixtures for Concrete |
| ASTM C295 | Standard Guide for Petrographic Examination of Aggregates for Concrete |

| | |
|---|---|
| ASTM C309 | Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete |
| ASTM C311 | Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland Cement Concrete |
| ASTM C494 | Standard Specification for Chemical Admixtures for Concrete |
| ASTM C566 | Standard Test Method for Total Evaporable Moisture Content of Aggregates by Drying |
| ASTM C595 | Standard Specification for Blended Hydraulic Cements |
| ASTM C618 | Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete |
| ASTM C642 | Standard Test Method for Density, Absorption, and Voids in Hardened Concrete |
| ASTM C666 | Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing |
| ASTM C685 | Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing |
| ASTM C881 | Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete |
| ASTM C989 | Standard Specification for Slag Cement for Use in Concrete and Mortars |
| ASTM C1017 | Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete |
| ASTM C1064 | Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete |
| ASTM C1077 | Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation |
| ASTM C1157 | Standard Performance Specification for Hydraulic Cement |
| ASTM C1260 | Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method) |
| ASTM C1365 | Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis |
| ASTM C1567 | Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method) |
| ASTM C1602 | Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete |
| ASTM D75 | Standard Practice for Sampling Aggregates |
| ASTM D1751 | Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types) |

| | |
|---|---|
| ASTM D1752 | Standard Specification for Preformed Sponge Rubber and Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction |
| ASTM D2419 | Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate |
| ASTM D3665 | Standard Practice for Random Sampling of Construction Materials |
| ASTM D4791 | Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate |
| ASTM E178 | Standard Practice for Dealing with Outlying Observations |
| ASTM E1274 | Standard Test Method for Measuring Pavement Roughness Using a Profilograph |
| ASTM E2133 | Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface |

American Concrete Institute (ACI)

| | |
|---|---|
| ACI 305R | Guide to Hot Weather Concreting |
| ACI 306R | Guide to Cold Weather Concreting |
| ACI 309R | Guide for Consolidation of Concrete |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5320-6 | Airport Pavement Design and Evaluation |

Federal Highway Administration (FHWA)

HIPERPAV 3, version 3.2

Portland Concrete Association (PCA)

| | |
|---|---|
| PCA | Design and Control of Concrete Mixtures, 16th Edition |

U.S. Army Corps of Engineers (USACE) Concrete Research Division (CRD)

| | |
|---|---|
| CRD C662 | Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials, Lithium Nitrate Admixture and Aggregate (Accelerated Mortar-Bar Method) |

United States Air Force Engineering Technical Letter (ETL)

| | |
|---|---|
| ETL 97-5 | Proportioning Concrete Mixtures with Graded Aggregates for Rigid Airfield Pavements |

**END ITEM P-501**

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## Item P-603 Emulsified Asphalt Tack Coat

### DESCRIPTION

**603-1.1** This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

### MATERIALS

**603-2.1 Asphalt materials.** The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

### CONSTRUCTION METHODS

**603-3.1 Weather limitations.** The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F (10°C) or above; the temperature has not been below 35°F (2°C) for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

**603-3.2 Equipment.** The Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven (700) feet per minute (213 m per minute).

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot (3.7-m) spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

**603-3.3 Application of emulsified asphalt material.** The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

**Emulsified Asphalt**

| Surface Type | Residual Rate, gal/SY (L/square meter) | Emulsion Application Bar Rate, gal/SY (L/square meter) |
|---|---|---|
| **New asphalt** | 0.02-0.05 (0.09-0.23) | 0.03-0.07 (0.13-0.32) |
| **Existing asphalt** | 0.04-0.07 (0.18-0.32) | 0.06-0.11 (0.27-0.50) |
| **Milled Surface** | 0.04-0.08 (0.18-0.36) | .0.06-0.12 (0.27-0.54) |
| **Concrete** | 0.03-0.05 (0.13-0.23) | 0.05-0.08 (0.23-0.36) |

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by the Contractor, tack coat shall be reapplied at the Contractor's expense.

**603-3.4 Freight and waybills** The Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

## METHOD OF MEASUREMENT

**603-4.1** The emulsified asphalt material for tack coat shall be measured by the `gallon (liter)`. Volume shall be corrected to the volume at 60°F (16°C) in accordance with ASTM D1250. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

## BASIS OF PAYMENT

**603.5-1** Payment shall be made at the contract unit price per gallon (liter) of emulsified asphalt material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

| | |
|---|---|
| Item P-603 | Emulsified Asphalt Tack Coat - per gallon (liter) |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM D1250 | Standard Guide for Use of the Petroleum Measurement Tables |
| ASTM D2995 | Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors |
| ASTM D3628 | Standard Practice for Selection and Use of Emulsified Asphalts |

## END ITEM P-603

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## Item P-605 Joint Sealants for Pavements

### DESCRIPTION

**605-1.1** This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

### MATERIALS

**605-2.1 Joint sealants.** Joint sealant materials shall meet the requirements of ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements..

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

**605-2.2 Backer rod.** The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be 25% ± 5 % larger in diameter than the nominal width of the joint.

### CONSTRUCTION METHODS

**605-3.1 Time of application.** Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

**605-3.2 Equipment.** Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, **7** days prior to use on the project.

**a. Tractor-mounted routing tool.** Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

**b. Concrete saw.** Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

**c. Sandblasting equipment.** Sandblasting is not allowed.

**d. Waterblasting equipment.** The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

**e. Hand tools.** Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

**f. Hot-poured sealing equipment.** The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

**605-3.3 Preparation of joints.** Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

**a. Sawing**. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

**b. Sealing**. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by tractor-mounted routing equipment concrete saw waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

**c. Backer Rod.** When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

**605-3.4 Installation of sealants.** Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/8 inch ( 3 mm) ±1/16 inch (2 mm) below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard

excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

**605-3.5 Inspection.** The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

**605-3.6 Clean-up.** Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

## METHOD OF MEASUREMENT

**605-4.1** Crack sealing material shall be measured by the `linear foot (meter)` of sealant in place, completed, and accepted.

## BASIS OF PAYMENT

**605-5.1** Payment for crack sealing material shall be made at the contract unit price per `linear foot (meter)`. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

| | |
|---|---|
| Item P-605 | Crack Sealing Filler, `per linear foot (meter)` |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM D789 | Standard Test Method for Determination of Relative Viscosity of Polyamide (PA) |
| ASTM D5249 | Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints |
| `ASTM D6690` | `Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt` |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5340-30 | Design and Installation Details for Airport Visual Aids |

## END ITEM P-605

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## Item P-620 Runway and Taxiway Marking

### DESCRIPTION

**620-1.1** This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

### MATERIALS

**620-2.1 Materials acceptance.** The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

**620-2.2 Marking materials.**

**Table 1. Marking Materials**

| Paint[1] | | | | Glass Beads[2] | |
|---|---|---|---|---|---|
| **Type** | **Color** | **Fed Std. 595 Number** | **Application Rate Maximum** | **Type** | **Application Rate Minimum** |
| Waterborne, Type II | Yellow | 33538 or 33655 | 115/sf/gal max | Type I, Gradation A | 7/lb/gal |
| Waterborne, Type II | Black | 37038 | 115/sf/gal max | | |
| Waterborne, Type II | White | 37925 | 115/sf/gal max | Type I, Gradation A | 7/lb/gal |

**[1] See paragraph 620-2.2a**

**[2] See paragraph 620-2.2b**

**a. Paint**. Paint shall be `waterborne` in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

**Waterborne.** Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

**b. Reflective media.** Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A .

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

## CONSTRUCTION METHODS

**620-3.1 Weather limitations.** Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

**620-3.2 Equipment.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

**620-3.3 Preparation of surfaces.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

**a. Preparation of new pavement surfaces.** The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

**b. Preparation of pavement to remove existing markings.** Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

**c. Preparation of pavement markings prior to remarking.** Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

**620-3.4 Layout of markings.** The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

**620-3.5 Application.** A period of **30** days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

**Marking Dimensions and Spacing Tolerance**

| Dimension and Spacing | Tolerance |
|---|---|
| 36 inch (910 mm) or less | ±1/2 inch (12 mm) |
| greater than 36 inch to 6 feet (910 mm to 1.85 m) | ±1 inch (25 mm) |
| greater than 6 feet to 60 feet (1.85 m to 18.3 m) | ±2 inch (50 mm) |
| greater than 60 feet (18.3 m) | ±3 inch (76 mm) |

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

**620-3.7 Control strip.** Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

**620-3.8 Retro-reflectance**. [Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

**Minimum Retro-Reflectance Values**

| Material | Retro-reflectance mcd/m$^2$/lux | | |
|---|---|---|---|
| | **White** | **Yellow** | **Red** |
| Initial Type I | 300 | 175 | 35 |
| Initial Type III | 600 | 300 | 35 |
| Initial Thermoplastic | 225 | 100 | 35 |
| All materials, remark when less than[1] | 100 | 75 | 10 |

**[1] 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance**

**620-3.9 Protection and cleanup.** After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

## METHOD OF MEASUREMENT

**620-4.1b** The quantity of markings shall be paid for shall be measured by the number of square feet (square meters) of painting**.**

**620-4.1c** The quantity of reflective media shall be paid for by the number of pounds (km) of reflective media.

## BASIS OF PAYMENT

**620-5.2b** Payment for markings shall be made at the contract price for by the number of square feet (square meters) of painting.

**620-5.3c** Payment for reflective media shall be made at the contract unit price for the number of pounds (km) of reflective media.

Payment will be made under:

| | |
|---|---|
| Item P-620 | Airfield Marking (Yellow-Reflective-Waterborne) per square foot (square meter) |
| Item P-620 | Airfield Marking (White-Reflective-Waterborne) per square foot (square meter) |
| Item P-620 | Airfield Marking (Black-Non-Reflective-Waterborne) per square foot (square meter) |

| | |
|---|---|
| Item P-620 | Reflective Media (Type I, Gradation A) per pound (km) |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM D476 | Standard Classification for Dry Pigmentary Titanium Dioxide Products |
| ASTM D968 | Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive |
| ASTM D1652 | Standard Test Method for Epoxy Content of Epoxy Resins |
| ASTM D2074 | Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method |
| ASTM D2240 | Standard Test Method for Rubber Property - Durometer Hardness |
| ASTM D7585 | Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments |
| ASTM E303 | Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester |
| ASTM E1710 | Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer |
| ASTM E2302 | Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer |
| ASTM G154 | Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials |

Code of Federal Regulations (CFR)

| | |
|---|---|
| 40 CFR Part 60, Appendix A-7, Method 24 | Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings |
| 29 CFR Part 1910.1200 | Hazard Communication |

Federal Specifications (FED SPEC)

| | |
|---|---|
| FED SPEC TT-B-1325D | Beads (Glass Spheres) Retro-Reflective |
| FED SPEC TT-P-1952F | Paint, Traffic and Airfield Marking, Waterborne |
| FED STD 595 | Colors used in Government Procurement |

Commercial Item Description

| | |
|---|---|
| A-A-2886B | Paint, Traffic, Solvent Based |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5340-1 | Standards for Airport Markings |

| | |
|---|---|
| AC 150/5320-12 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces |

**END OF ITEM P-620**

## Item P-621 Saw-Cut Grooves

### DESCRIPTION

**621-1.1** This item consists of constructing saw-cut grooves to minimize hydroplaning during wet weather, providing a skid resistant surface in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR).

### CONSTRUCTION METHODS

**621-2.1 Procedures.** The Contractor shall submit to the RPR the grooving sequence and method of placing guide lines to control grooving operation. Transverse grooves saw-cut in the pavement must form a 1/4 inch (+1/16 inch, -0 inch) wide by 1/4 inch (±1/16 inch) deep by 1-1/2 inch (-1/8 inch, +0 inch) center-to-center configuration. The grooves must be continuous for the entire runway length. They must be saw-cut transversely (perpendicular to centerline) in the runway and high-speed taxiway pavement to not less than `10 feet (3 m)` from the runway pavement edge to allow adequate space for equipment operation.

The saw-cut grooves must meet the following tolerances. The tolerances apply to each day's production and to each piece of grooving equipment used for production. The Contractor is responsible for all controls and process adjustments necessary to meet these tolerances. The Contractor shall routinely spot check for compliance each time the equipment aligns for a grooving pass.

**a. Alignment tolerance.** The grooves shall not vary more than ±1-1/2 inch (38 mm) in alignment for 75 feet (23 m) along the runway length, allowing for realignment every 500 feet (150 m) along the runway length.

**b. Groove tolerance.**

**(1) Depth**. The standard depth is 1/4 inch (6 mm). At least 90% of the grooves must be at least 3/16 inch (5 mm), at least 60% of the grooves must be at least 1/4 inch (6 mm), and not more than 10% of the grooves may exceed 5/16 inch (8 mm).

**(2) Width.** The standard width is 1/4 inch (6 mm). At least 90% of the grooves must be at least 3/16 inch (5 mm), at least 60% of the grooves must be at least 1/4 inch (6 mm), and not more than 10% of the grooves may exceed 5/16 inch (8 mm).

**(3) Center-to-center spacing.** The standard spacing is 1-1/2 inch (38 mm). Minimum spacing 1-3/8 inch (34 mm). Maximum spacing 1-1/2 inch (38 mm).

Saw-cut grooves must not be closer than 3 inches (8 cm) or more than 9 inches (23 cm) from transverse joints in concrete pavements. Grooves must not be closer than 6 inches (150 mm) and no more than 18 inches (0.5 m) from in-pavement light fixtures. Grooves may be continued through longitudinal construction joints. Where neoprene compression seals have been installed and the compression seals are recessed sufficiently to prevent damage from the grooving operation, grooves may be continued through the longitudinal joints. Where neoprene compression seals have been installed and the compression seals are not recessed sufficiently to prevent damage from the grooving operation, grooves must not be closer than 3 inches (8 cm) or more than 5 inches (125 mm) from the longitudinal joints. Where lighting cables are installed, grooving through longitudinal or diagonal saw kerfs shall not be allowed.

**621-2.2 Environmental requirements.** Grooving operations will not be permitted when freezing conditions prevent the immediate removal of debris and/or drainage of water from the grooved area. Discharge and disposal of waste slurry shall be the Contractor's responsibility.

**621-2.3 Control strip.** Groove a control strip in an area of the pavement outside of the trafficked area, as approved by the RPR. The area shall be **130** feet (**40** m) long by two lanes wide. Demonstrate the setup and alignment process, the grooving operation, and the waste slurry disposal.

**621-2.4 Existing pavements.** Bumps, depressed areas, bad or faulted joints, and badly cracked and/or spalled areas in the pavement shall not be grooved until such areas are adequately repaired or replaced.

**621-2.5 New pavements.** New asphalt and Portland cement concrete pavements shall be allowed to cure for a minimum of 30 days before grooving, to allow the material to become stable enough to prevent closing of the grooves under normal use. If it can be demonstrated that grooves are stable, and can be installed with no spalling, tearing or raveling of the groove edge, grooving may occur sooner that 30 days with approval of the RPR. All grade corrections must be completed prior to grooving. Spalling along or tearing or raveling of the groove edges shall not be allowed.

**621-2.6 Grooving machine.** Provide a grooving machine that is power driven, self-propelled, specifically designed and manufactured for pavement grooving, and has a self-contained and integrated continuous slurry vacuum system as the primary method for removing waste slurry. The grooving machine shall be equipped with diamond-saw cutting blades, and capable of making at least 18 inches (0.5 m) in width of multiple parallel grooves in one pass of the machine. Thickness of the cutting blades shall be capable of making the required width and depth of grooves in one pass of the machine. The cutting head shall not contain a mixture of new and worn blades or blades of unequal wear or diameter. Match the blade type and configuration with the hardness of the existing airfield pavement. The wheels on the grooving machine shall be of a design that will not scar or spall the pavement. Provide the machine with devices to control depth of groove and alignment.

**621-2.7 Water supply.** Water for the grooving operation shall be provided by the Contractor.

**621-2.8 Clean-up.** During and after installation of saw-cut grooves, the Contractor must remove from the pavement all debris, waste, and by-products generated by the operations to the satisfaction of the RPR. Cleanup of waste material must be continuous during the grooving operation. Flush debris produced by the machine to the edge of the grooved area or pick it up as it forms. The dust coating remaining shall be picked up or flushed to the edge of the area if the resultant accumulation is not detrimental to the vegetation or storm drainage system. Accomplish all flushing operations in a manner to prevent erosion on the shoulders or damage to vegetation. Waste material must be disposed of in an approved manner. Waste material must not be allowed to enter the airport storm sewer system. The Contractor must dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations

**621-2.9 Repair of damaged pavement.** Grooving must be stopped and damaged pavement repaired at the Contractor's expense when directed by the RPR.

## ACCEPTANCE

**621-3.1 Acceptance testing.** Grooves will be accepted based on results of zone testing. All acceptance testing necessary to determine conformance with the groove tolerances specified will be performed by the RPR.

Instruments for measuring groove width and depth must have a range of at least 0.5 inch (12 mm) and a resolution of at least 0.005 inch (0.13 mm). Gauge blocks or gauges machined to standard grooves width, depth, and spacing may be used.

Instruments for measuring center-to-center spacing must have a range of at least 3 inches (8 cm) and a resolution of at least 0.02 inch (0.5 mm).

The RPR will measure grooves in five zones across the pavement width. Measurements will be made at least three times during each day's production. Measurements in all zones will be made for each cutting head on each piece of grooving equipment used for each day's production.

The five zones are as follows:

| | |
|---|---|
| Zone 1 | Centerline to 5 feet (1.5 m) left or right of the centerline. |
| Zone 2 | 5 feet (1.5 m) to 25 feet (7.5 m) left of the centerline. |
| Zone 3 | 5 feet (1.5 m) 25 feet (7.5 m) right of the centerline. |
| Zone 4 | 25 feet (7.5 m) to edge of grooving left of the centerline. |
| Zone 5 | 25 feet (7.5 m) to edge of grooving right of the centerline. |

At a random location within each zone, five consecutive grooves sawed by each cutting head on each piece of grooving equipment will be measured for width, depth, and spacing. The five consecutive measurements must be located about the middle blade of each cutting head ±4 inches (100 mm). Measurements will be made along a line perpendicular to the grooves.

- Width or depth measurements less than 0.170 inch (4 mm) shall be considered less than 3/16 inch (5 mm).
- Width or depth measurements more than 0.330 inch (8 mm) shall be considered more than 5/16 inch (8 mm).
- Width or depth measurements more than 0.235 inch (6 mm) shall be considered more than 1/4 inch (6 mm).

Production must be adjusted when more than one groove on a cutting head fails to meet the standard depth, width, or spacing in more than one zone.

## METHOD OF MEASUREMENT

**621-4.1** The quantity of grooving to be paid for shall be the number of square yards (square meters) of grooving performed in accordance with the specifications and accepted by the RPR per paragraph 621-3.1.

## BASIS OF PAYMENT

**621-5.1 Payment for saw-cut grooving.** Payment for saw-cut grooving will be made at the contract unit price per square yard (square meter) for saw-cut grooving. This price shall be full compensation for furnishing all materials, and for all preparation, delivering, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

| | |
|---|---|
| Item P-621 | Grooving, unit price per square yard (square meter) |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5320-12 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces |

**END OF ITEM P-621**

## Item T-901 Seeding

### DESCRIPTION

**901-1.1** This item shall consist of soil preparation, seeding **and fertilizing** the areas shown on the plans or as directed by the RPR in accordance with these specifications.

### MATERIALS

**901-2.1 Seed.** The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

**Seed Properties and Rate of Application**

| Seed | Minimum Seed Purity (Percent) | Minimum Germination (Percent) | Rate of Application lb/acre (or lb/1,000 S.F.) |
|---|---|---|---|
| **Fescue, Kentucky 31 or Fawn** | **98%** | **85%** | **50 lbs. per acre** |
| ***Rygrass (Perennial)** | **95%** | **90%** | **30 lbs. per acre** |
| **Birdsfoot Trefoil (Empire)** | **98%** | **85%** | **10 lbs. per acre** |
| **Sideoats Grama (Butte or Trailway)** | **30 (PLS*)** | | **10 lbs. PLS per acre** |
| **Switchgrass (Neb. 28, Blackwell, Pathfinder or Cave-In-Rock)** | **63 (PLS*)** | | **6 lbs. PLS per acre** |

*PLS = Pure Live Seed. PLS is obtained by multiplying purity times germination.

Seeding shall be performed during the period between **March 1** and **May 31** inclusive, or August 10 and September 30 inclusive, unless otherwise approved by the RPR.

**901-2.2 Lime.** Not required.

**901-2.3 Fertilizer**. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be **16-16-16** commercial fertilizer and shall be spread at the rate of **750 lbs/acre.**

**901-2.4 Soil for repairs.** The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

## CONSTRUCTION METHODS

**901-3.2 Dry application method.**

**b. Fertilizing.** Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

**c. Seeding.** Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

**d. Rolling.** After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

**901-3.3 Wet application method.**

**a. General.** The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

**b. Spraying equipment.** The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the

amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

**c. Mixtures.** Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

**d. Spraying.** Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

**901-3.4 Maintenance of seeded areas.** The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

## METHOD OF MEASUREMENT

**901-4.1** The quantity of seeding to be paid for shall be the number of units `acre (sq m)` measured on the ground surface, completed and accepted.

## BASIS OF PAYMENT

**901-5.1** Payment shall be made at the contract unit price per `acre (sq m)` or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

| | |
|---|---|
| Item 901 | Seeding - per `acre (sq m)` |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM C602 | Standard Specification for Agricultural Liming Materials |

Federal Specifications (FED SPEC)

| | |
|---|---|
| FED SPEC | JJJ-S-181, Federal Specification, Seeds, Agricultural |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5200-33 | Hazardous Wildlife Attractants on or Near Airports |

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

## END OF ITEM T-901

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## Item T-905 Topsoil

### DESCRIPTION

**905-1.1** This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

### MATERIALS

**905-2.1 Topsoil.** Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches (50 mm) or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed, but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh (75 μm) sieve as determined by the wash test in accordance with ASTM C117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

**905-2.2 Inspection and tests.** Within 10 days following acceptance of the bid, the RPR shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

### CONSTRUCTION METHODS

**905-3.1 General.** Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the RPR before the various operations are started.

**905-3.2 Preparing the ground surface.** Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the RPR, to a minimum depth of 2 inches (50 mm) to facilitate bonding of the topsoil to the covered subgrade

soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches (50 mm) in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

**905-3.3 Obtaining topsoil.** Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the RPR. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the RPR. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the RPR. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoil purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the RPR. The Contractor shall notify the RPR sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

**905-3.4 Placing topsoil.** The topsoil shall be evenly spread on the prepared areas to a uniform depth of 2 inches (50 mm) after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches (50 mm) or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. after spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the RPR. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

## METHOD OF MEASUREMENT

**905-4.1** Topsoil obtained on the site shall be measured by the number of cubic yards (cubic meters) of topsoil measured in its original position and stripped or excavated. Topsoil stockpiled by others and removed for topsoil by the Contractor shall be measured by the number of cubic yards (cubic meters) of topsoil measured in the stockpile. Topsoil shall be measured by volume in cubic yards (cubic meters) computed by the method of end areas.

**905-4.2** Topsoil obtained off the site shall be measured by the number of cubic yards (cubic meters) of topsoil measured in its original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards (meters) computed by the method of end areas.

## BASIS OF PAYMENT

**905-5.1** Payment will be made at the contract unit price per cubic yard (cubic meter) for topsoil (obtained on the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

**905-5.2** Payment will be made at the contract unit price per cubic yard (cubic meter) for topsoil (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

| | |
|---|---|
| Item T-905 | Topsoil (Furnished from Off the Site) - per cubic yard (cubic meter) |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM C117 | Materials Finer than 75 μm (No. 200) Sieve in Mineral Aggregates by Washing |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5200-33 | Hazardous Wildlife Attractants on or Near Airports |

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

## END OF ITEM T-905

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## Item T-908 Mulching

### DESCRIPTION

**908-1.1** This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the RPR.

### MATERIALS

**908-2.1 Mulch material.** Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

**d. Manufactured mulch.** Bonded Fiber Matrix Mulch shall be products commercially available for use in spray applications using standard hydraulic mulching equipment and dyed to facilitate visual metering during application. All components shall be prepackaged by the manufacturer to ensure material performance and compliance. Field mixing of additives or components will not be allowed. Bonded Fiber Mulch shall meet the following requirements:

1. Contain non-toxic tackifiers that upon drying become insoluble and non-dispersing to eliminate direct raindrop impact on soil according to ASTM D 7101 and EPA 2021.0-1 or ASTM D 8151.
2. Contain no germination or growth inhibiting factors and do not form a water resistant crust that can inhibit plant growth.
3. Hydraulic mulch that is completely photo-degradable or biodegradable.
4. Have a rainfall event (R-factor) of 140<R according to ASTM D 6459.
5. Have a cover factor of C<= 0.03 according to ASTM D 6459.
6. Vegetation Establishment of 400% minimum according to ASTM D 7322.
7. Water Holding Capacity 600% minimum according to ASTM D 7367.

**908-2.2 Inspection.** The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

## CONSTRUCTION METHODS

**908-3.1 Mulching.** Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre (1800 - 2700 kg per acre) to provide a loose depth of not less than 1-1/2 inches (38 cm) nor more than 3 inches (75 mm). Other organic material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches (150 mm) or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch (25 mm) nor more than 2 inches (50 mm).

**908-3.2 Securing mulch.** The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the “peg and string” method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot (1.5-m) centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

**908-3.3 Care and repair.**

**a.** The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

**b.** The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

**c.** If the “asphalt spray” method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m), or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet (1.2 m) from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.

**d.** If the “asphalt mix” method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m) or as directed

by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it.

## METHOD OF MEASUREMENT

**908-4.1** Mulching shall be measured in acres (square meter) on the basis of the actual surface area acceptably mulched.

## BASIS OF PAYMENT

**908-5.1** Payment will be made at the contract unit price per acre (square meter) for mulching. The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

| | |
|---|---|
| Item T-908 | Mulching, Hydro Applied - per acre (square meter) |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM D977 | Standard Specification for Emulsified Asphalt |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5200-33 | Hazardous Wildlife Attractants on or Near Airports |

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

## END OF ITEM T-908

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# APPENDIX A
# BORING LOGS


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# LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

**Project Number B2500734**
**Geotechnical Evaluation**
**Proposed Waterloo Runway 18-36 Rehabilitation**
**2790 Livingston Lane**
**Waterloo, IA**

BORING: **B-1**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 StatePlane Iowa North FIPS 1401 Feet
NORTHING: 3667994.0 EASTING: 5216755.0
START DATE: 01/29/25 END DATE: 01/29/25
DRILLER: D. Moeller LOGGED BY: C. Anderson
SURFACE ELEVATION: 869.0 ft RIG: 8504 METHOD: Solid Stem Auger
SURFACING: Concrete WEATHER: Sunny

| Elev./ Depth ft | Water Level | Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908) | Sample | Blows (N-Value) Recovery | $q_p$ tsf | MC % | Tests or Remarks |
|---|---|---|---|---|---|---|---|
| 868.2 | | CONCRETE, 9 inches | | | | | |
| 0.8 | | BITUMINOUS, 8 1/4 inches | | AU | | | |
| 867.6 | | APPARENT AGGREGATE BASE, 6 inches | | 33-38-42 (80) 10" | | | |
| 1.4 | | FILL: SILTY SAND (SM), fine to coarse-grained, trace Gravel, trace, brown with dark brown, moist | | | | | |
| 867.1 | | | | | | | |
| 1.9 | | | | 10-8-6 (14) 12" | | | |
| 865.0 | | POORLY GRADED SAND with CLAY (SP-SC), fine to medium-grained, brown, moist, medium dense to loose (ALLUVIUM) | | | | | |
| 4.0 | | | 5 | 4-4-3 (7) 12" | | | |
| | | | | 3-5-4 (9) 12" | | | |
| 859.0 | | | 10 | | | | |
| 10.0 | | END OF BORING | | | | | |
| | | Boring then backfilled with auger cuttings | | | | | |
| | | | 15 | | | | |

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# LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

**Project Number B2500734**
**Geotechnical Evaluation**
**Proposed Waterloo Runway 18-36 Rehabilitation**
**2790 Livingston Lane**
**Waterloo, IA**

BORING: **B-2**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 StatePlane Iowa North FIPS 1401 Feet
NORTHING: 3668534.0 EASTING: 5216887.0
START DATE: 01/29/25 END DATE: 01/29/25
SURFACING: Bituminous WEATHER: Sunny

DRILLER: D. Moeller LOGGED BY: C. Anderson
SURFACE ELEVATION: 868.5 ft RIG: 8504 METHOD: Solid Stem Auger

| Elev./ Depth ft | Water Level | Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908) | Sample | Blows (N-Value) Recovery | $q_p$ tsf | MC % | Tests or Remarks |
|---|---|---|---|---|---|---|---|
| 867.6 | | BITUMINOUS, 11 inches | | AU | | | |
| 0.9 | | APPARENT AGGREGATE BASE, 5 inches | | | | | |
| 867.2 | | FILL: SILTY SAND (SM), fine to coarse-grained, brown with gray, moist | | 14-13-6 (19) 12" | | | |
| 1.3 | | | | | | | |
| 866.0 | | POORLY GRADED SAND with CLAY (SP-SC), fine to medium-grained, brown, moist, medium dense (ALLUVIUM) | | 6-7-7 (14) 12" | | | |
| 2.5 | | | 5 | | | | |
| | | | | 5-3-3 (6) 12" | | | |
| | | | | 3-3-3 (6) 12" | | | |
| 858.5 | | | 10 | | | | |
| 10.0 | | END OF BORING | | | | | Water not observed while drilling. |
| | | Boring then backfilled with auger cuttings | | | | | |
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# LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

**Project Number B2500734**
**Geotechnical Evaluation**
**Proposed Waterloo Runway 18-36 Rehabilitation**
**2790 Livingston Lane**
**Waterloo, IA**

BORING: **B-3**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 StatePlane Iowa North FIPS 1401 Feet
NORTHING: 3668795.0 EASTING: 5216812.0
START DATE: 01/29/25 END DATE: 01/29/25
SURFACE ELEVATION: 868.9 ft
DRILLER: D. Moeller LOGGED BY: C. Anderson
RIG: 8504 METHOD: Solid Stem Auger
SURFACING: Bituminous WEATHER: Sunny

| Elev./ Depth ft | Water Level | Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908) | Sample | Blows (N-Value) Recovery | $q_p$ tsf | MC % | Tests or Remarks |
|---|---|---|---|---|---|---|---|
| 867.9 | | BITUMINOUS, 12 1/2 inches | | AU | | | |
| 1.0 | | APPARENT AGGREGATE BASE, 6 inches | | | | | |
| 867.4 | | FILL: SILTY SAND (SM), fine to coarse-grained, trace Gravel, brown with gray, moist | | 28-14-10 (24) 12" | | | |
| 1.5 | | | | | | | |
| 866.4 | | POORLY GRADED SAND with CLAY (SP-SC), fine to medium-grained, brown, moist, medium dense to very loose (ALLUVIUM) | | 8-6-6 (12) 12" | | | |
| 2.5 | | | | | | | |
| | | | 5 | 3-2-2 (4) 12" | | | |
| | | | | 4-3-3 (6) 15" | | | |
| 858.9 | | | 10 | | | | |
| 10.0 | | END OF BORING | | | | | Water not observed while drilling. |
| | | Boring then backfilled with auger cuttings | | | | | |
| | | | 15 | | | | |

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# LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

**Project Number B2500734**
**Geotechnical Evaluation**
**Proposed Waterloo Runway 18-36 Rehabilitation**
**2790 Livingston Lane**
**Waterloo, IA**

BORING: **B-4**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 StatePlane Iowa North FIPS 1401 Feet
NORTHING: 3669012.0 EASTING: 5216927.0
START DATE: 01/29/25 END DATE: 01/29/25
DRILLER: D. Moeller LOGGED BY: C. Anderson
SURFACE ELEVATION: 869.2 ft RIG: 8504 METHOD: Solid Stem Auger
SURFACING: Bituminous WEATHER: Night

| Elev./ Depth ft | Water Level | Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908) | Sample | Blows (N-Value) Recovery | $q_p$ tsf | MC % | Tests or Remarks |
|---|---|---|---|---|---|---|---|
| 868.1 | | BITUMINOUS, 13 inches | | AU | | | |
| 1.1 867.4 | | APPARENT AGGREGATE BASE, 8 inches | | 19-21-13 (34) 12" | | | |
| 1.8 866.2 | | FILL: CLAYEY SAND (SC), fine to coarse-grained, dark brown with gray, moist | | | | | |
| 3.0 | | POORLY GRADED SAND with CLAY (SP-SC), fine to medium-grained, brown, moist, medium dense to loose (ALLUVIUM) | | 8-8-4 (12) 12" | | | |
| | | | 5 | 2-3-5 (8) 12" | | | |
| | | | | 4-3-4 (7) 12" | | | |
| 859.2 | | | 10 | | | | |
| 10.0 | | END OF BORING | | | | | Water not observed while drilling. |
| | | Boring then backfilled with auger cuttings | | | | | |
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# LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

**Project Number B2500734**
**Geotechnical Evaluation**
**Proposed Waterloo Runway 18-36 Rehabilitation**
**2790 Livingston Lane**
**Waterloo, IA**

BORING: **B-5**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 StatePlane Iowa North FIPS 1401 Feet
NORTHING: 3669575.0 EASTING: 5216923.0
START DATE: 01/29/25 END DATE: 01/29/25
DRILLER: D. Moeller LOGGED BY: C. Anderson
SURFACE ELEVATION: 869.1 ft RIG: 8504 METHOD: Solid Stem Auger
SURFACING: Bituminous WEATHER: Night

| Elev./ Depth ft | Water Level | Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908) | Sample | Blows (N-Value) Recovery | $q_p$ tsf | MC % | Tests or Remarks |
|---|---|---|---|---|---|---|---|
| 868.2 | | BITUMINOUS, 11 inches | | AU | | | |
| 0.9 | | APPARENT AGGREGATE BASE, 6 inches | | | | | |
| 867.7 | | FILL: CLAYEY SAND (SC), fine to coarse-grained, gray with brown, moist | | 20-16-9 (25) 12" | | | |
| 1.4 | | | | | | | |
| 866.1 | | POORLY GRADED SAND with CLAY (SP-SC), fine to medium-grained, brown, moist, loose to medium dense (ALLUVIUM) | | 5-5-5 (10) 12" | | | |
| 3.0 | | | 5 | | | | |
| | | | | 7-8-8 (16) 12" | | | |
| | | | | 4-2-3 (5) 12" | | | |
| 859.1 | | | 10 | | | | |
| 10.0 | | END OF BORING | | | | | Water not observed while drilling. |
| | | Boring then backfilled with auger cuttings | | | | | |
| | | | 15 | | | | |

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# LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

**Project Number B2500734**
**Geotechnical Evaluation**
**Proposed Waterloo Runway 18-36 Rehabilitation**
**2790 Livingston Lane**
**Waterloo, IA**

BORING: **B-6**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 StatePlane Iowa North FIPS 1401 Feet
NORTHING: 3669735.0 EASTING: 5217028.0
START DATE: 01/30/25 END DATE: 01/30/25
SURFACE ELEVATION: 869.6 ft
DRILLER: D. Moeller LOGGED BY: C. Anderson
RIG: 8504 METHOD: Solid Stem Auger
SURFACING: Bituminous WEATHER: Sunny

| Elev./ Depth ft | Water Level | Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908) | Sample | Blows (N-Value) Recovery | $q_p$ tsf | MC % | Tests or Remarks |
|---|---|---|---|---|---|---|---|
| 868.4 | | BITUMINOUS, 14 inches | | AU | | | |
| 1.2 | | APPARENT AGGREGATE BASE, 8 inches | | 16-22-20 (42) 12" | | | |
| 867.8 1.8 | | FILL: POORLY GRADED SAND with SILT (SP-SM), fine to coarse-grained, trace Gravel, brown, moist | | 16-22-23 (45) 12" | | | |
| 5 | | | | | | | |
| 864.1 5.5 | | POORLY GRADED SAND with CLAY (SP-SC), fine to medium-grained, brown, moist, medium dense (ALLUVIUM) | | 11-12-10 (22) 12" | | | |
| | | | | 10-13-11 (24) 12" | | | |
| 859.6 10.0 | | END OF BORING | 10 | | | | Water not observed while drilling. |
| | | Boring then backfilled with auger cuttings | | | | | |
| 15 | | | | | | | |

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# LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

**Project Number B2500734**
**Geotechnical Evaluation**
**Proposed Waterloo Runway 18-36 Rehabilitation**
**2790 Livingston Lane**
**Waterloo, IA**

BORING: **B-7**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 StatePlane Iowa North FIPS 1401 Feet
NORTHING: 3670013.0 EASTING: 5217015.0
START DATE: 01/30/25 END DATE: 01/30/25
SURFACE ELEVATION: 870.5 ft
DRILLER: D. Moeller
LOGGED BY: C. Anderson
RIG: 8504
METHOD: Solid Stem Auger
SURFACING: Concrete
WEATHER: Sunny

| Elev./ Depth ft | Water Level | Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908) | Sample | Blows (N-Value) Recovery | $q_p$ tsf | MC % | Tests or Remarks |
|---|---|---|---|---|---|---|---|
| 869.7 | | CONCRETE, 9 3/4 inches | | | | | |
| 0.8 | | BITUMINOUS, 12 1/2 inches | | AU | | | |
| 868.6 | | | | 35-46-33 (79) 12" | | | |
| 1.9 | | APPARENT AGGREGATE BASE, 7 inches | | | | | |
| 868.1 | | FILL: SILTY SAND (SM), fine to coarse-grained, brown with gray, moist | | | | | |
| 2.4 | | | | 14-20-24 (44) 12" | | | |
| 866.5 | | | | | | | |
| 4.0 | | FILL: POORLY GRADED SAND with SILT (SP-SM), fine to coarse-grained, trace Gravel, brown, moist | | | | | |
| 865.0 | | | 5 | | | | |
| 5.5 | | POORLY GRADED SAND with CLAY (SP-SC), fine to medium-grained, brown, moist, medium dense to loose (ALLUVIUM) | | 9-11-7 (18) 12" | | | |
| | | | | 4-4-3 (7) 12" | | | |
| 860.5 | | | | | | | |
| 10.0 | | END OF BORING | 10 | | | | Water not observed while drilling. |
| | | Boring then backfilled with auger cuttings | | | | | |
| | | | 15 | | | | |

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# APPENDIX B
# CSPP

# CONSTRUCTION SAFETY & PHASING PLAN
# (CSPP)

## REHABILITATE RUNWAY 18/36

## FAA PROJECT # 3-19-0094-060-2026

## WATERLOO REGIONAL AIRPORT
## WATERLOO, IOWA

PREPARED BY:

AECOM
500 SW 7th Street, Suite 301
Des Moines, Iowa 50309

AECOM
501 Sycamore Street, Suite 222
Waterloo, Iowa 50703

March 30, 2026

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1. Coordination

   a. Predesign / Scoping Meeting
      - Held Nov. 9, 2024
      - Attendees: Mr. Steven Kjergaard, City of Waterloo
        Mr. Brian Tompkins, FAA Airports Project Engineer
        Mr. David Hughes, Design Engineer

   b. Coordination with Airlines, Tenants, ATC, ARFF and FAA ATO
      - On-going during design process
      - Project Schedule
      - Impacts to Airlines, Tenants, ATC, ARFF and FAA ATO
      - Construction phasing to be reviewed and discussed
      - Operational Safety to be reviewed and discussed
      - Key Attendees: Mr. Steven Kjergaard, City of Waterloo
        Airline Station Manager
        FAA Air Traffic Control Tower Representative
        FAA Airways Facilities Sector Office
        Airport ARFF Personnel
        Airport Tenants

   c. Pre-bid Meeting
      - CSPP to be reviewed and discussed
      - Operational safety to be reviewed and discussed
      - Construction phasing to be reviewed and discussed
      - Key Attendees: Mr. Steven Kjergaard, City of Waterloo
        Design Engineer
        Bidding Contractors
        FAA Air Traffic Control Tower Representative

   d. Preconstruction Conference
      - CSPP & SPCD to be review and discussed
      - Operational safety to be reviewed and discussed
      - Construction phasing to be reviewed and discussed
      - Coordination of NAVAID shutdowns to be discussed
      - Key Attendees: Mr. Steven Kjergaard, City of Waterloo
        Design Engineer
        Resident Project Representative
        Contractor Superintendent
        Subcontractor Representative(s)
        FAA Airports Project Engineer
        FAA Air Traffic Control Tower Representative
        Airline Representative
        FBO Representative

e. Progress Meetings
   - To be held on a weekly basis during construction
   - Operational safety to be reviewed and discussed
   - Construction phasing to be reviewed and discussed
   - Coordination of NAVAID shutdowns to be discussed
   - Key Attendees: Mr. Steven Kjergaard, City of Waterloo
     Design Engineer
     Airline Representative
     FBO Representative
     Resident Project Representative
     Contractor Superintendent
     Subcontractor Representative(s)
     FAA Air Traffic Control Tower Representative

f. Daily Coordination.
   At all times when construction activities are being performed on this project the prime Contractor must have a foreman on-site and immediately available who is authorized to make decisions regarding the operations and safety of all personnel employed by the Contractor and Subcontractors. Each day the designated foreman must meet with Airport Operations to coordinate activities for the day's work.

g. Scope or Schedule Changes and FAA ATO Coordination.

   - Proposed changes and substantial delays will require additional coordination with the Owner/Airport and the FAA for the purpose of evaluating possible revisions to the CSPP.
   - The FAA shall approve all proposed CSPP revisions prior to the commencement of construction activities associated with the CSPP revisions.
   - Any change to air traffic control procedures will need coordination with FAA ATO.

2. Phasing

   a. The project consists of four (4) distinct phases. The phases provide for the least impact to aircraft operations while construction progresses on the project. The phases and impacts to pavements are summarized in Table A on the following page and shown on the Safety and Phasing Plan attached to this CSPP.

**Table A – Construction Phase Summary**

| Phase | Work Areas | Closed Pavements |
|---|---|---|
| 1 | Runway 18/36 South of Taxiway B Safety Area | Runway 18/36 and Taxiway C North of Runway 12/30 |
| 2 | Runway 18/36 within the Taxiway B Safety Area and South of Runway 12/30 Safety Area | Runway 18/36, Taxiway C North of Runway 12/30, and Taxiway B North of Taxiway C and South of Taxiway B-1 |
| 3 | Runway 18/36 North of Runway 12/30 Safety Area | Runway 18/36 and Taxiway C North of Runway 12/30 |
| 4 | Runway 18/36 | Runway 18/36 and Runway 12/30 |

b. Locations, Durations and Sequence of Work. The project is comprised of four (4) distinct phases of work. All phases shall utilize the same construction access, traffic control and sequencing requirements. Refer to the Phasing Plan Sheets (Sheets G-100 to G-103,) for graphical depictions of the phases along with notes on phase specific sequencing and operational requirements.

3. Sequence of Work

Estimated Phase 1 & 3 Start Date: May 2026
Estimated Phase 2 Start Date: June 2026
Estimated Phase 4 Start Date: August 2026
Estimated Completion Date: September 2026

| | | | |
|---|---|---|---|
| Phase 1&3 | 120 Calendar Days | | |
| Phase 2 | | 60 Calendar Days | |
| Phase 4 | | | 1 Night Closure |

When, in the judgment of the Owner, the Contractor has obstructed or closed a greater portion of the work than is necessary for proper construction or is carrying on operations to the prejudice of work already started, the Owner may require the Contractor to finish that portion of work which is in progress before any additional portions are started. Work shall be conducted with minimum inconvenience to traffic. In addition, if the Contractor is closing off a greater portion of the work than the CSPP calls for, the CSPP shall be revised and resubmitted for FAA review. Work shall not start until the CSPP has been approved by FAA.

Except as hereafter specified, no loads of material for any construction shall be dispatched from cars or plants so late in the day that it cannot be placed, finished, and protected within the Specification's limits and provisions during actual daylight of that same day. When it

is important that construction be pushed to early completion, the Owner may permit it after daylight hours provided sufficient artificial illumination is available and that the work performed under these conditions complies in every respect with the terms and conditions of the Contract. It is understood that the Contractor will need to complete saw cutting operations on new pavement during nighttime hours. These operations will be permitted but shall be coordinated with the Owner.

The Contractor shall not commence new work that would be prejudicial to work already started.

4. Areas and Operations Affected by Construction
    a. Phase 1 & 3 – Pavement Rehabilitation South of Taxiway B Safety Area and North of Runway 12/30 Safety Area
        - See Construction Safety and Operations Plan
        - Runway 18/36 Closed
        - Taxiway C North of Runway 12/30 Safety Area Closed

    b. Phase 2 – Pavement Rehabilitation withing Taxiway B Safety Area and South of Runway 12/30 Safety Area
        - Runway 18/36 Closed
        - Taxiway B between Taxiway C to Taxiway B-1 Closed
        - Taxiway C North of Runway 12/30 Safety Area Closed

    c. Phase 4 – Remark Runway 18/36
        - Runway 18/36 Closed
        - Runway 12/30 Closed

    d. Operational Affect Table – Tables B, C and D below depict the anticipated operational impacts to the Waterloo Regional Airport during the project. Impacts will vary based on normal operations of an area, construction phase, and duration of work. Contractor is required to coordinate with the Airport Owner as detailed in this document prior to impacting operations on the airport.

**Table B – Runway, Taxiway, and Apron Availability per Phase**

| | Phase 1 | Phase 2 | Phase 3 | Phase 4 |
|---|---|---|---|---|
| **Runways** | | | | |
| Runway 12/30 | Open | Open | Open | Closed |
| Runway 18/36 | Closed | Closed | Closed | Closed |
| **Taxiways** | | | | |
| Taxiway A | Open | Open | Open | Open |
| Taxiway B North of Taxiway A to Runway 18/36 | Open | Open | Open | Open |
| Taxiway B North of Runway 18/36 to Taxiway B-1 | Open | Closed | Open | Closed |
| Taxiway B North of Taxiway B-1 | Open | Open | Open | Open |
| Taxiway B-1 | Open | Open | Open | Open |
| Taxiway C North of Runway 12/30 | Closed | Closed | Closed | Closed |
| Taxiway C South of Runway 12/30 | Open | Open | Open | Open |
| Taxiway E | Open | Open | Open | Open |
| **Aprons** | | | | |
| ANG Taxilane | Open | Open | Open | Open |
| West Terminal Apron | Open | Open | Open | Open |
| East Terminal Apron | Open | Open | Open | Open |
| General Aviation | Open | Open | Open | Open |
| FBO (Livingston) Apron | Open | Open | Open | Open |
| ARFF Access Road to Taxiway A | Open | Open | Open | Open |
| ARFF Service Road to East Terminal Apron | Open | Open | Open | Open |

**Table D – Instrument Approach Procedures Availability per Phase**

| Instrument Approach Procedures | Phase 1 | Phase 2 | Phase 3 | Phase 4 |
|---|---|---|---|---|
| Runway 12/30 – ILS or LOC RWY 12 | Available | Available | Available | Unavailable |
| Runway 12/30 – RNAV (GPS) RWY 12 | Available | Available | Available | Unavailable |
| Runway 12/30 – VOR RWY 12 | Available | Available | Available | Unavailable |
| Runway 12/30 – RNAV (GPS) RWY 30 | Available | Available | Available | Unavailable |
| Runway 12/30 – LOC BC RWY 30 | Available | Available | Available | Unavailable |
| Runway 18/36 – RNAV (GPS) RWY 18 | Unavailable | Unavailable | Unavailable | Unavailable |
| Runway 18/36 – RNAV (GPS) RWY 36 | Unavailable | Unavailable | Unavailable | Unavailable |
| Runway 18/36 – VOR RWY 18 | Unavailable | Unavailable | Unavailable | Unavailable |

5. Navigational Aid (NAVAID) Protection
    a. FAA Owned NAVAIDs
        - Aircraft navigational aids (NAVAIDs) provide visual and electronic information which is used by pilots who operate and land aircraft at the airport. Construction activities can have negative impacts on the functionality and serviceability of NAVAIDs. The Contractor must coordinate their work effort and limit their operations so that NAVAIDs are not impacted beyond what is planned.
        - Contractor will be required to limit operations so that material, equipment, and personnel do not enter any NAVAID critical areas as shown on the Phasing Plans or disturb power to NAVAID facilities without prior coordination with the Airport Director and FAA Tech Ops personnel.
        - FAA procedures will be reviewed at the Preconstruction Conference. See Section 1, Coordination.
        - Closure of Runway 18/36 will require taking FAA Owned PAPIs, and REILs out of service during the closure.
        - Planned NAVAID impacts must be addressed in the Contractor's construction schedule. Contractor is required to provide at least 72 hours advance notice to the Airport Director prior to disturbing power supply or removing a NAVAID from Service.
        - Table D contains a summary of anticipated impacts to NAVAIDs.

**Table D – Availability of NAVAIDs per Phase**

| NAVAIDS | Phase 1 | Phase 2 | Phase 3 | Phase 4 |
|---|---|---|---|---|
| Runway 12/30 – RWY 12 MALSR | Available | Available | Available | Unavailable |
| Runway 12/30 – RWY 12 GS | Available | Available | Available | Unavailable |
| Runway 12/30 – RWY 12 LOC | Available | Available | Available | Unavailable |
| Runway 12/30 – RWY 12 PAPI | Available | Available | Available | Unavailable |
| Runway 12/30 – RWY 30 MALS | Available | Available | Available | Unavailable |
| Runway 12/30 – RWY 30 VASI | Available | Available | Available | Unavailable |
| Runway 18/36 – RWY 18 VASI | Unavailable | Unavailable | Unavailable | Unavailable |
| Runway 18/36 – RWY 18 REIL | Unavailable | Unavailable | Unavailable | Unavailable |
| Runway 18/36 – RWY 36 PAPI | Unavailable | Unavailable | Unavailable | Unavailable |
| Runway 18/36 – RWY 36 REIL | Unavailable | Unavailable | Unavailable | Unavailable |
| Rotating Beacon | Unavailable | Unavailable | Unavailable | Unavailable |
| VOR/DME | Unavailable | Unavailable | Unavailable | Unavailable |

6. Runway and Taxiway Visual Aids
    a. FOD Prevention
        - All temporary airport markings, lighting, signs, lighted runway closed “X”s and taxiway closed “X”s will be secured properly to prevent FOD.
    b. Turning off and disabling airfield lighting and signage
        - Contractor shall disable, provide electrical shunts and cover lights and signs as described in the Notes on the Phasing Drawings.
    c. Frangibility
        - Any lights or NAVAIDs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23A, Frangible Connections.
    d. Markings
        - Airfield markings shall be in compliance with AC 150/5340-1M, per plans.
        - Temporary pavement markings will be used during Phase 1.
    e. Lighting
        - Airfield lighting shall be in compliance with and are designed in accordance with AC 150/5340-30J, Design and Installation Details for Airport Visual Aids, and AC 150/5345-53D, Airport Lighting Certification Program.
        - Taxiway edge lighting shall be disabled and reinstated in a manner that does not affect lighting in other areas. Temporary power outages required to service lights shall be coordinated in advance with the airport director.

f. Signing
    - Airfield signing shall be in compliance with and are designed in accordance with AC 150/5345-44L, Specification for Runway and Taxiway Signs, AC 50/5340-18H, Standards for Airport Sign Systems, and AC 150/5345-53D, Airport Lighting Equipment Certification Program.
    - Taxiway signage shall be covered and uncovered in a non-destructive manner. Any alteration to airfield signage shall be coordinated in advance with the airport director.

7. Contractor Access

    a. Site Access
        - See Phasing Plans, Drawings Sheet G-100 through G-103
        - Access for Phase 1, 2 and 4 will be through the Double Swing Gate #10 located on the Northwest side of the property.
        - Access for Phase 3 and 4 will be through the Electric Cantilever Gate #11 located on the North side of the property.
        - No additional temporary fencing will be required.
        - Contractor to keep gates closed at all times.
        - Electronic card readers or daisy-chained padlocks are used to gain access to gates.
    b. Stockpiling
        - Stockpiling of materials is limited to the Contractor's Storage and Staging Area shown in the Safety and Operations Plans and limited to 10 feet.
    c. Vehicle and Pedestrian Operations
        - All personnel and vehicles must enter and leave the AOA through the gate discussed above.
        - Private vehicles shall not enter the AOA area.
        - Contractor vehicles and idle construction equipment shall remain outside the RSA/OFA when associated surfaces are open and shall remain in the staging areas shown on G-100 when not in use.
        - The project representative shall monitor communications from the tower. Only airport staff can directly communicate with the tower. Contractor's supervisor and project representative's cell phone numbers will be given to the tower for direct communication with those individuals during construction.
        - Aircraft ALWAYS have the right-of-way over vehicles when maneuvering on non-movement areas. Aircraft also have the right-of-way on the movement areas, except when the Airport Traffic Control Tower (ATCT) has specifically instructed an aircraft to hold or give way to vehicle(s) on a runway or taxiway.

d. Marking and Lighting of Vehicles

- All authorized vehicles required to work on the airport property will have a rotating yellow beacon affixed to the uppermost point on the vehicle at all times. The beacon must be visible from all directions day and night including from the air. If it is not practical to mount rotating beacon on construction equipment, the equipment shall have a flag affixed meeting the requirements in FAA AC 150/5210-5D.

8. Site Security

a. Site security shall comply with current Airport Security Program, which complies with 49 CFR Part 1542, which is included in Part I of the Special Provisions and is as follows:

**SP 1.01 SECURITY REQUIREMENTS.** Contractor's supervisory employees shall obtain Security Clearance prior to having access to any area on the Airport within the limits of the perimeter fence (the 8' and 10' chain link fence). Other contractor employees who have a need for access to a work area on the Airport must be escorted by an employee with current Security Clearance. At least one (1) Security-Cleared employee shall always be on-site. This employee shall be in direct contact and control of and always be responsible for all employees under his/her supervision. The procedure for a contractor's employee to obtain Security Clearance is as follows.

a. Complete fingerprint by the Airport Administration which will be forwarded for a criminal background check.

b. After the background check is completed, which takes approximately 7-10 business days, Airport Administration will issue approval notice of unescorted access to the airfield.

c. Prior to access to the airfield, the person(s) are required to complete an online Driver Training Program. This program takes approximately one (1) hour to complete.

d. In addition to the cost of fingerprinting, a non-refundable payment in the amount of $70 is required for each Airport Security Clearance Request. This payment is due to the Waterloo Regional Airport when the completed fingerprint form is returned to Airport Administration.

e. Each company is required to establish a signatory individual that is responsible for their employees conduct on the field and for badging, additional training is required for this role.

Each company or agency must provide the Airport Administration with a list of individuals who have or are requesting Airport Security Clearance. Requirements may change during the project and lead to more restrictive requirements.

b. Contractor shall control access to the site through gates as shown on the Safety and Operations and Phasing Plans. If gate is not locked, contractor shall supply gate guard with access control list.
c. Access is limited to personnel that have escort privileges in accordance with Waterloo Regional Airport Security Requirements including airfield driver training or are under direct escort by a person with these escort privileges. See Paragraph SP 1.01.

9. Inspection Requirements

a. Daily Inspections – The contractor shall perform daily safety inspections to ensure all construction operations are in conformance with the Construction Safety and Phasing Plan (CSPP).
b. Final Inspections – Prior to opening any portion of the airport to traffic, the contractor, engineer and airport operator shall perform a safety inspection of the area to be opened to traffic to insure conformance with the Construction Safety and Phasing Plan (CSPP).

10. Wildlife Management

The Contractor will mitigate wildlife hazards during construction as follows:

a. Trash
    - All construction personnel will dispose of trash in closed containers provided by the Contractor.
    - The Contractor will empty all containers off-site once a week at a minimum to ensure scraps do not attract wildlife.
b. Standing Water
    - The Contractor will immediately re-grade any area with standing water remaining more than three (3) hours after a rainfall event. Standing water will be drained from ponding area prior to re-grading.
c. Fencing and Gates
    - The Contractor will ensure perimeter fencing or gates are not left unattended or compromised in a way that allows wildlife to pass through into the airfield.
d. Wildlife Sightings
    - The resident project representative and/or Construction Superintendent will immediately notify the Waterloo Regional Airport director by phone of wildlife sited on the airfield.
e. Tall Grass
    - Mowing schedules have been established to maintain, when possible, a grass height of 6 to 10 inches, to help prevent the large flocks of starlings, crows and other bird species from becoming a hazard to aircraft operations.

It is the responsibility of the Contractor to establish and maintain a schedule that allows a maximum grass height of 10 inches within the construction work area.

f. Stockpiles
   - Stockpile locations and height restrictions shall be as shown on the plan sheets.
   - Contractor to keep stockpile areas from becoming overgrown and maintain any fencing that has been installed around stockpile areas, so these areas do not become wildlife attractants.

11. Foreign Object Debris (FOD) Management

The Contractor will mitigate FOD control during construction as follows:

a. Housekeeping
   - All construction personnel will secure all items that may be carried by wind onto an air operations area (AOA). See Construction Safety and Operations Plan.

b. Airfield
   - The contractor shall perform a tire-check (rocks, mud, debris, etc.) on all vehicles traversing the AOA paved areas from non-paved surfaces to prevent FOD.
   - The Contractor will immediately sweep or other remove any FOD located on an AOA paved surface.

12. HAZMAT Management

The Contractor will manage hazardous materials transported during construction as follows:

a. Fuel or Hydraulic Fluid Spills

   - At the Preconstruction Conference, the Contractor shall submit a HAZMAT Management Plan that contains Material Safety Data Sheets; identifies fuel storage locations; presents procedures for spill prevention, containment, and notification; and other HAZMAT related items in accordance with FAA Advisory Circular 150/5320-15A, Management of Airport Industrial Waste.
   - The Contractor will have available a spill kit capable of containing and removing leaked fluids.

- The Contractor will immediately notify the Waterloo Regional Airport director by phone of all spills.

b. Fueling
    - All construction vehicles will be fueled on-site in the contractor's staging area as depicted in the plans.
c. Other HAZMAT
    - No other hazardous material is expected to be transported on-site during construction.

13. Notification of Construction Activities

a. Contact List and Emergency Coordination
    - The Contact List of City and Consultant personnel and emergency contacts is listed below:
        - City of Waterloo – Mr. Steven Kjergaard, (319) 529-1388
        - AECOM Design Engineer – Mr. David Hughes (515) 323-7919
        - AECOM Resident Project Representative
        - Fire, Rescue – 911
        - Air Traffic Control Tower – Ms. Krystal Elrod (319) 233-4835
        - FAA Technical Operations and Operations Control Center – Mr. Ryan Vickroy
        - Aircraft Rescue and Fire Fighting (ARFF) (319) 493-0124
        - Waterloo Police Department (319) 291-2515
        - Allen Hospital and Emergency Department (319) 235-3941
    - The contractor shall provide a list of 24-hour contact numbers for project to be added to this list.
    - Airport Director will communicate phasing changes or impacts to response routes to airport staff that man the ARFF facility when this information is available.
b. FAA Notification
    - The Waterloo Regional Airport is currently working on submitting a 7460 case for construction equipment. No on-site batch plant is anticipated for this project.
    - 14 CFR Part 157 is required for this project and the associated Notice of Construction Alteration Activation/Deactivation of Airports will be submitted.
c. NOTAMs
    - The Waterloo Regional Airport will issue all NOTAMs.
    - Contractor shall submit 72-hour advanced notice to the Airport prior to closing a taxiway or runway.
d. Emergency Procedures

- The Contractor is responsible for establishing emergency protocols to ensure the safety of their employees.
- The Contractor is responsible for promptly notifying the appropriate parties in the event of an emergency. The order of contacting parties may differ on the type of emergency, but typically the airport director should be notified first or second if the emergency poses risks to those operating in the AOA.
- Only airport staff will contact FAA Operations Control Center regarding closures or hazard information.

14. Inspection Requirements

    a. City Requirements
        - The Waterloo Regional Airport will inspect all closed paved surfaces prior to opening each phase to air traffic operations.
        - The Waterloo Regional Airport will conduct a final inspection of the entire project after the permanent painting is completed.
    b. Resident Project Representative Requirements
        - The resident project representative will conduct daily observations of the worksite during construction operations. A daily diary will be maintained to document these site visits.
        - Daily Inspections – The contractor shall perform daily safety inspections to ensure all construction operations are in conformance with the Construction Safety and Phasing Plan (CSPP).
        - Final Inspections – Prior to opening any portion of the airport to traffic, the contractor, engineer and airport operator shall perform a safety inspection of the area to be opened to traffic to insure conformance with the Construction Safety and Phasing Plan (CSPP).
    c. Contractor Requirements
        - The Contractor Superintendent will conduct routine inspections of the worksite to ensure compliance with the CSPP and SPCD.
        - The Contractor Superintendent will attend the on-site inspections of each phase and the final project inspection.

15. Underground Utilities
    a. Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown, and the actual locations of the utilities may vary from the locations shown. Prior to beginning any type of excavation, the contractor shall contact the utilities involved and make arrangements for the location of the utilities on the ground. The contractor shall maintain the utility location markings until they are no longer necessary.

- State law, the underground facilities damage prevention act, requires two working days advance notification through the One-Call system center before excavating using mechanized equipment or explosives (except in the case of an emergency). The One-Call system phone number is 811. The contractor is advised that there is a severe penalty for not making this call. Not all utility companies are members of the state One-Call system; therefore, the contractor is advised to contact all non-member utilities as well as the One-Call system.

b. FAA Facilities
    - The Contractor will hand dig to locate FAA utilities within 10 feet of any proposed work. All known facilities have been shown on the existing conditions plan sheets.

c. City Utilities
    - The contractor is responsible for field location and verification of airport owned utilities within the project work area. All known facilities have been shown on the existing conditions plan sheets.
    - The Contractor Superintendent will contact Iowa One Call to delineate all municipal utilities a minimum of 48 hours prior to any excavation work.

d. Utility Damage
    - The Contractor Superintendent will suspend all construction activity upon the damage of any underground utility until the owner is identified and the utility repaired.

16. Penalties

a. Construction Suspension
    i. The Waterloo Regional Airport will immediately suspend all construction if and when a Contractor or Subcontractor employee enters the Air Operations Area (AOA) outside of the designated work area(s).

b. Expulsion of Non-Compliant Employees
    i. The Waterloo Regional Airport may permanently prohibit any consultant or contractor employee acting in violation with airport rules and regulations from entering or working on airport property.

c. Failure of the contractor (including employees) or any of his subcontractors (including employees) to comply with ATCT instructions, the airport safety plan, or any of the other requirements of the airport while operating on airport property, shall be subject to the following:
    i. For the first infraction, the contractor shall receive a fine of $1,000.00, and the vehicle operator will receive a loss of driving privileges on the airport. In addition, any fines or penalties imposed on the airport as a result of the incident will be assessed to the contractor.
    ii. For the second infraction and others beyond, the contractor shall receive a fine of $5,000.00 to be deducted from any monies due him, and the vehicle operator will receive a loss of driving privileges on the airport. In addition, any fine or penalties imposed on the airport as a result of the incident will be assessed to the contractor.

17. Special Conditions

a. Aircraft Accident
   - All construction personnel will immediately vacate airport property after securing gates and remain off until cleared to return by the Waterloo Regional Airport Director.

b. Airport Operations
   - Airport operations take precedence over all work, especially if a question of safety is involved. Special conditions such as low visibility, snow removal, aircraft in distress, aircraft accident, security breach, or work being completed by others may require the rescheduling of project work to accomplish air safety.

c. Aircraft in Distress.
   - The Contractor will immediately clear all construction personnel of all runways and approach areas upon notification from the ATC of monitoring an aircraft distress call.

d. Security Breech
   - All construction personnel will immediately vacate airport property and remain off until cleared by the Waterloo Regional Airport Director.

18. Markings and Signs for Access Routes

a. Access/haul routes will be on existing access roads and not on airfield pavements except in areas where the route must cross existing pavements. A temporary STOP sign will be installed on the access routes to stop vehicles before they enter the runway OFA.

19. Hazard Marking and Lighting

a. Lighted X's
   - The Contractor will place and maintain L-893 lighted runway closure markers (lighted X's) supplied by the Waterloo Regional Airport during the closure of Runway 18/36.

b. Barricades
   - The Contractor will place and maintain low profile, highly reflective, and alternating orange and white barricades at the locations indicated. Barricade height no more than 18 inches excluding flags and or lights. See attached plans for placement location. Barricades will be spaced in a manner to not allow vehicles to pass through the barricades, except for the locations as coordinated with ARFF.

c. Warning Indicators
    - The Contractor will place warning indicators (flags, lathe with ribbon, etc.) at FAA, airport and National Weather facility cables and underground power lines, Runway Safety Areas (RSA) and Obstacle Free Areas (OFA) to make it easier for Contractor personal to avoid these areas.

d. Maintenance
    - The Contractor shall provide an on-call person 24 hours a day for emergency maintenance of airport hazard lighting and barricades.
    - Contact information for hazard marking maintenance shall be on file with the airport operator.
    - Hazard lighting shall be checked daily at dusk by the Contractor.

e. Construction Lighting
    - All construction lighting shall be pointed downward and away from the ATCT and all aircraft, even during pavement grooving and marking operations.

20. Protection of Areas, Zones and Surfaces

a. Approach and Departure Surfaces
    - Cranes and other equipment taller than the obstruction being removed will not be deployed without a 7460-approval determination letter issued by FAA.

b. Safety Areas and OFAs
    - Work is located adjacent to Runway 12/30 Safety Area (RSA) and within Runway 18/36's Safety Area (RSA). For work in these areas, Runway 18/36 will be closed during construction in the RSA. Construction activities will occur within the Object Free Area (OFA) of Runway 12/30 and Runway 18/36.
    - See Section 7 Contractor Access for additional information regarding movements and operations in these areas.
    - Remove construction equipment from the runway OFA when not in use.

c. Open Trenches & Excavations
    - Open trenches or excavations are not allowed within the safety area of an open runway or taxiway.
    - Open trenches shall be prominently marked with red or orange flags and lighted with red lights on barricades during hours of restricted visibility or darkness. See Section 19.c Barricades for more information.

d. Erosion Control
    - Soil erosion shall be controlled by the contractor to maintain Runway and Taxiway safety area requirements.
    - No potentially hazardous ruts, humps, depressions or other surface variations shall be present.
    - Surfaces should, under dry conditions, be able to support snow removal equipment, ARFF vehicles, and aircraft without causing structural damage to the aircraft.

21. Other Limits on Construction

a. Prohibitions
    - Cranes and other equipment taller than 25 feet will not be deployed without a 7460-approval determination letter issued by FAA.
    - Open flame welding, torches, electrical blasting caps (explosives), and flare pots will not be used at any time on AOA. Electrical blasting caps are also prohibited with 1000 feet of airport property.
    - Fall seeding shall occur between August 10th and September 30th
    - Spring seeding shall occur between March 1st and May 31st

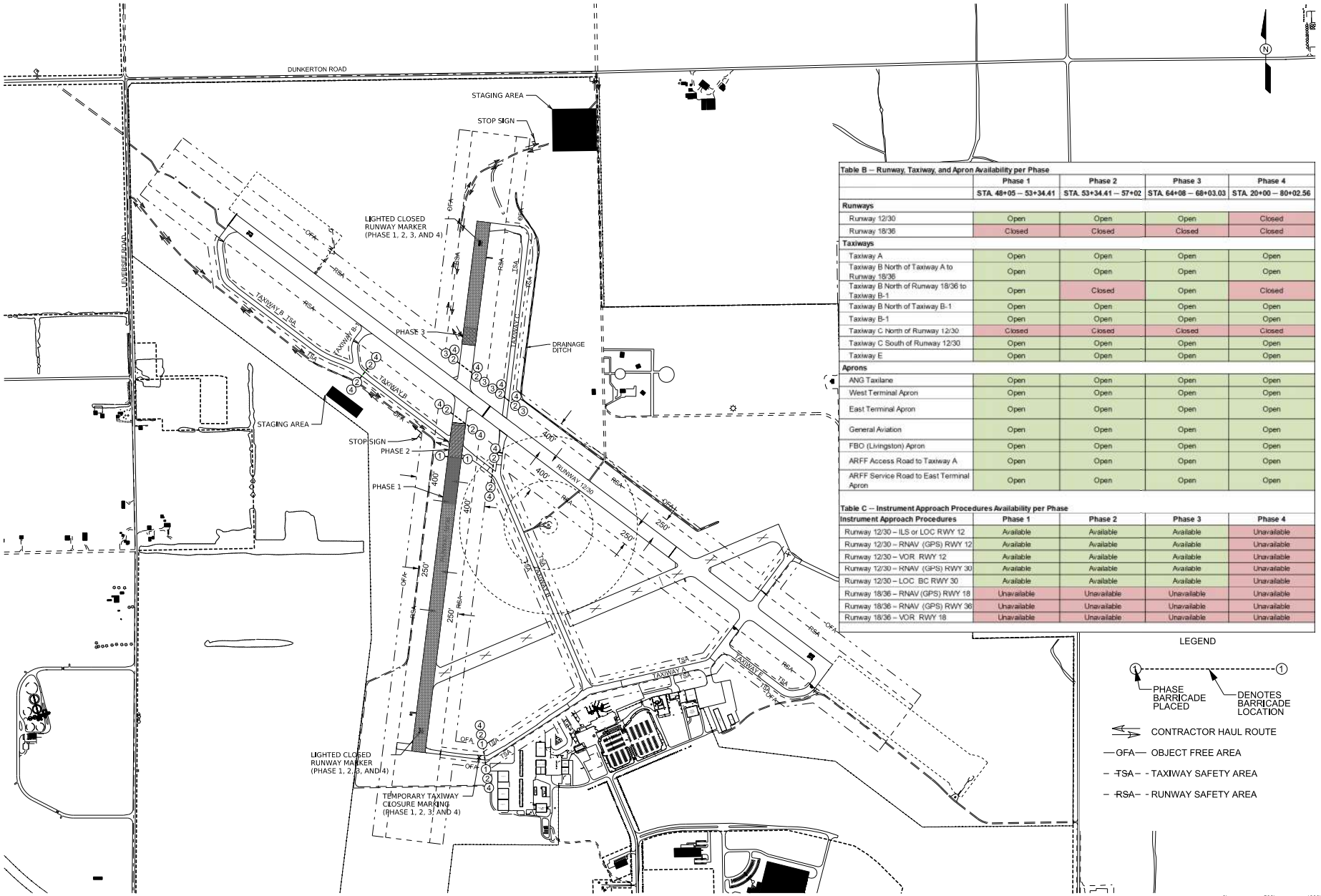



**Table B – Runway, Taxiway, and Apron Availability per Phase**

| | Phase 1 STA. 48+05 – 53+34.41 | Phase 2 STA. 53+34.41 – 57+02 | Phase 3 STA. 64+08 – 68+03.03 | Phase 4 STA. 20+00 – 80+02.56 |
|---|---|---|---|---|
| **Runways** | | | | |
| Runway 12/30 | Open | Open | Open | Closed |
| Runway 18/36 | Closed | Closed | Closed | Closed |
| **Taxiways** | | | | |
| Taxiway A | Open | Open | Open | Open |
| Taxiway B North of Taxiway A to Runway 18/36 | Open | Open | Open | Open |
| Taxiway B North of Runway 18/36 to Taxiway B-1 | Open | Closed | Open | Closed |
| Taxiway B North of Taxiway B-1 | Open | Open | Open | Open |
| Taxiway B-1 | Open | Open | Open | Open |
| Taxiway C North of Runway 12/30 | Closed | Closed | Closed | Closed |
| Taxiway C South of Runway 12/30 | Open | Open | Open | Open |
| Taxiway E | Open | Open | Open | Open |
| **Aprons** | | | | |
| ANG Taxilane | Open | Open | Open | Open |
| West Terminal Apron | Open | Open | Open | Open |
| East Terminal Apron | Open | Open | Open | Open |
| General Aviation | Open | Open | Open | Open |
| FBO (Livingston) Apron | Open | Open | Open | Open |
| ARFF Access Road to Taxiway A | Open | Open | Open | Open |
| ARFF Service Road to East Terminal Apron | Open | Open | Open | Open |

**Table C – Instrument Approach Procedures Availability per Phase**

| Instrument Approach Procedures | Phase 1 | Phase 2 | Phase 3 | Phase 4 |
|---|---|---|---|---|
| Runway 12/30 – ILS or LOC RWY 12 | Available | Available | Available | Unavailable |
| Runway 12/30 – RNAV (GPS) RWY 12 | Available | Available | Available | Unavailable |
| Runway 12/30 – VOR RWY 12 | Available | Available | Available | Unavailable |
| Runway 12/30 – RNAV (GPS) RWY 30 | Available | Available | Available | Unavailable |
| Runway 12/30 – LOC BC RWY 30 | Available | Available | Available | Unavailable |
| Runway 18/36 – RNAV (GPS) RWY 18 | Unavailable | Unavailable | Unavailable | Unavailable |
| Runway 18/36 – RNAV (GPS) RWY 36 | Unavailable | Unavailable | Unavailable | Unavailable |
| Runway 18/36 – VOR RWY 18 | Unavailable | Unavailable | Unavailable | Unavailable |

LEGEND

- PHASE BARRICADE PLACED
- DENOTES BARRICADE LOCATION
- CONTRACTOR HAUL ROUTE
- OFA — OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
- RSA — RUNWAY SAFETY AREA

SCALE 0' 500' 1000'

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|

DRN JEP
DES JEP
CHK DBH
APP DBH

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

# CONSTRUCTION SAFETY AND OPERATIONS PLAN

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. G-100
DRAWING NO.

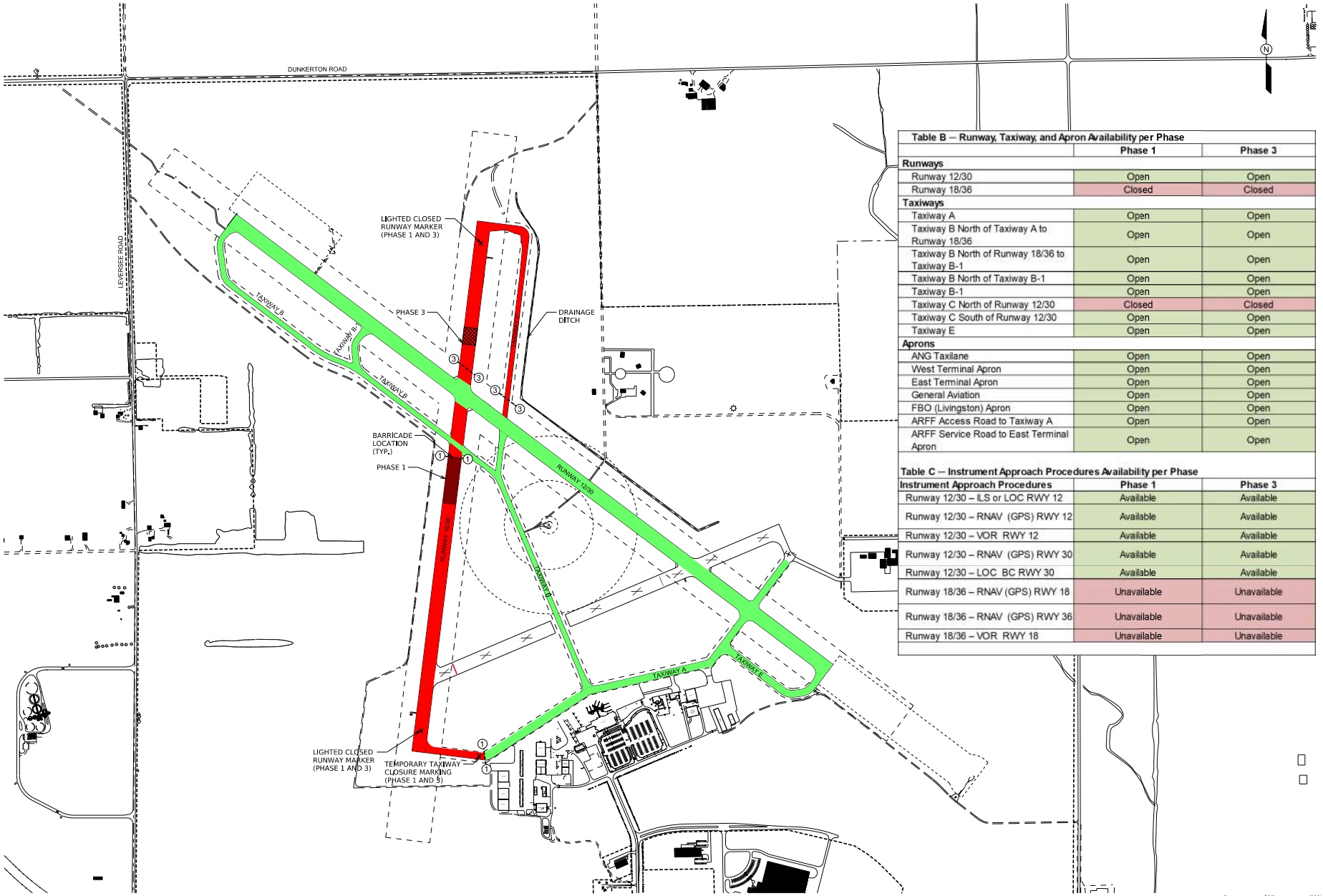



**Table B – Runway, Taxiway, and Apron Availability per Phase**

| | Phase 1 | Phase 3 |
|---|---|---|
| **Runways** | | |
| Runway 12/30 | Open | Open |
| Runway 18/36 | Closed | Closed |
| **Taxiways** | | |
| Taxiway A | Open | Open |
| Taxiway B North of Taxiway A to Runway 18/36 | Open | Open |
| Taxiway B North of Runway 18/36 to Taxiway B-1 | Open | Open |
| Taxiway B North of Taxiway B-1 | Open | Open |
| Taxiway B-1 | Open | Open |
| Taxiway C North of Runway 12/30 | Closed | Closed |
| Taxiway C South of Runway 12/30 | Open | Open |
| Taxiway E | Open | Open |
| **Aprons** | | |
| ANG Taxilane | Open | Open |
| West Terminal Apron | Open | Open |
| East Terminal Apron | Open | Open |
| General Aviation | Open | Open |
| FBO (Livingston) Apron | Open | Open |
| ARFF Access Road to Taxiway A | Open | Open |
| ARFF Service Road to East Terminal Apron | Open | Open |

**Table C – Instrument Approach Procedures Availability per Phase**

| Instrument Approach Procedures | Phase 1 | Phase 3 |
|---|---|---|
| Runway 12/30 – ILS or LOC RWY 12 | Available | Available |
| Runway 12/30 – RNAV (GPS) RWY 12 | Available | Available |
| Runway 12/30 – VOR RWY 12 | Available | Available |
| Runway 12/30 – RNAV (GPS) RWY 30 | Available | Available |
| Runway 12/30 – LOC BC RWY 30 | Available | Available |
| Runway 18/36 – RNAV (GPS) RWY 18 | Unavailable | Unavailable |
| Runway 18/36 – RNAV (GPS) RWY 36 | Unavailable | Unavailable |
| Runway 18/36 – VOR RWY 18 | Unavailable | Unavailable |

| NO | REVISIONS | DRN | CHK | DATE |
|---|---|---|---|---|
| | | | | |

DRN JEP
DES JEP
CHK DBH
APP DBH

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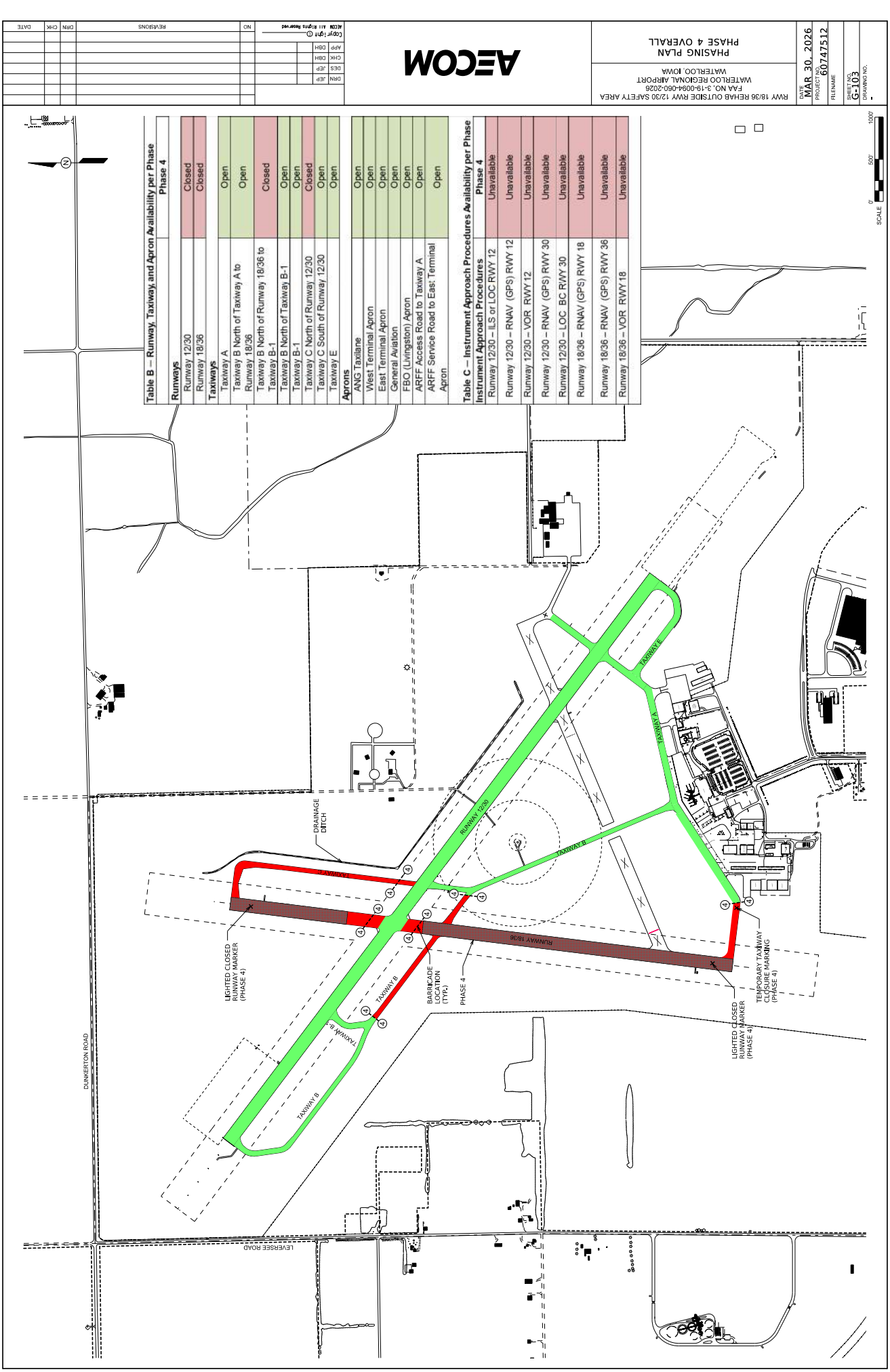
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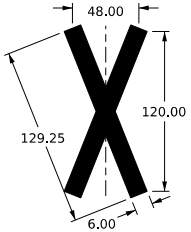
RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

PHASING PLAN
PHASE 1 & 3 OVERALL

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. G-101
DRAWING NO. -

RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA
PHASING PLAN
PHASE 2 OVERALL
DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. G-102
DRAWING NO.
AECOM
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NO REVISIONS DRN CHK DATE
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DES JEP
CHK DBH
APP DBH
Table B – Runway, Taxiway, and Apron Availability per Phase
Phase 2
Runways
Runway 12/30 Open
Runway 18/36 Closed
Taxiways
Taxiway A Open
Taxiway B North of Taxiway A to Runway 18/36 Open
Taxiway B North of Runway 18/36 to Taxiway B-1 Closed
Taxiway B North of Taxiway B-1 Open
Taxiway B-1 Open
Taxiway C North of Runway 12/30 Closed
Taxiway C South of Runway 12/30 Open
Taxiway E Open
Aprons
ANG Taxilane Open
West Terminal Apron Open
East Terminal Apron Open
General Aviation Open
FBO (Livingston) Apron Open
ARFF Access Road to Taxiway A Open
ARFF Service Road to East Terminal Apron Open
Table C – Instrument Approach Procedures Availability per Phase
Phase 2
Instrument Approach Procedures
Runway 12/30 – ILS or LOC RWY 12 Available
Runway 12/30 – RNAV (GPS) RWY 12 Available
Runway 12/30 – VOR RWY 12 Available
Runway 12/30 – RNAV (GPS) RWY 30 Available
Runway 12/30 – LOC BC RWY 30 Available
Runway 18/36 – RNAV (GPS) RWY 18 Unavailable
Runway 18/36 – RNAV (GPS) RWY 36 Unavailable
Runway 18/36 – VOR RWY 18 Unavailable
SCALE 0' 500' 1000'
DUNKERTON ROAD
LEVERSEE ROAD
DRAINAGE DITCH
RUNWAY 12/30
RUNWAY 18/36
TAXIWAY A
TAXIWAY E
TAXIWAY B
TAXIWAY B-1
TAXIWAY C
LIGHTED CLOSED RUNWAY MARKER (PHASE 2)
BARRICADE LOCATION (TYP.)
PHASE 2
TEMPORARY RUNWAY CLOSURE MARKING (PHASE 2)
LIGHTED CLOSED RUNWAY MARKER (PHASE 2)


RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA
PHASING PLAN
PHASE 4 OVERALL
DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. G-103
DRAWING NO.
AECOM
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NO REVISIONS DRN CHK DATE
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APP DBH
Table B – Runway, Taxiway, and Apron Availability per Phase
Phase 4
Runways
Runway 12/30 Closed
Runway 18/36 Closed
Taxiways
Taxiway A Open
Taxiway B North of Taxiway A to Runway 18/36 Open
Taxiway B North of Runway 18/36 to Taxiway B-1 Closed
Taxiway B North of Taxiway B-1 Open
Taxiway B-1 Open
Taxiway C North of Runway 12/30 Closed
Taxiway C South of Runway 12/30 Open
Taxiway E Open
Aprons
ANG Taxilane Open
West Terminal Apron Open
East Terminal Apron Open
General Aviation Open
FBO (Livingston) Apron Open
ARFF Access Road to Taxiway A Open
ARFF Service Road to East Terminal Apron Open
Table C – Instrument Approach Procedures Availability per Phase
Phase 4
Instrument Approach Procedures
Runway 12/30 – ILS or LOC RWY 12 Unavailable
Runway 12/30 – RNAV (GPS) RWY 12 Unavailable
Runway 12/30 – VOR RWY 12 Unavailable
Runway 12/30 – RNAV (GPS) RWY 30 Unavailable
Runway 12/30 – LOC BC RWY 30 Unavailable
Runway 18/36 – RNAV (GPS) RWY 18 Unavailable
Runway 18/36 – RNAV (GPS) RWY 36 Unavailable
Runway 18/36 – VOR RWY 18 Unavailable
SCALE 0' 500' 1000'
N
RUNWAY 12/30
RUNWAY 18/36
TAXIWAY A
TAXIWAY B
TAXIWAY B
TAXIWAY B
TAXIWAY E
TAXIWAY A
DRAINAGE DITCH
LIGHTED CLOSED RUNWAY MARKER (PHASE 4)
BARRICADE LOCATION (TYP.)
PHASE 4
LIGHTED CLOSED RUNWAY MARKER (PHASE 4)
TEMPORARY TAXIWAY CLOSURE MARKING (PHASE 4)
DUNKERTON ROAD
LEVERSEE ROAD

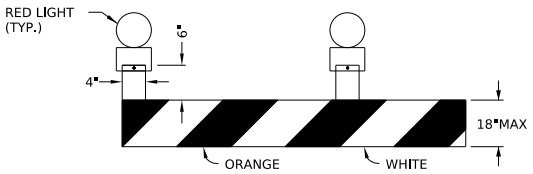



1 TEMPORARILY CLOSED RUNWAY MARKING DETAIL

NOT TO SCALE

NOTE:

TEMPORARY MARKER FOR CLOSED RUNWAY TO BE CONSTRUCTED OF FABRIC, PLYWOOD, SNOW FENCE OR SUITABLE MATERIAL. SECURE THE MARKER IN PLACE ABOVE THE RUNWAY NUMERALS OR AS NOTED TO DENOTE A CLOSED RUNWAY. MARKER TO BE PAINTED YELLOW, WITH 6" BLACK BORDER. MARKER IS INCLUDED IN TRAFFIC CONTROL.




TYPICAL BARRIACDE

NOT TO SCALE

BRACKETS TO ACCEPT 2 LIGHTS AND TWO FLAGS. FACE TO BE BI-DIRECTIONAL ORANGE AND WHITE MARKINGS.




TEMPORARILY CLOSED TAXIWAY MARKING DETAIL

Not to Scale

NOTES

1. BARRICADE BOARDS, OR ENGINEERING APPROVED LOW-PROFILE, LOW MASS IMPACT BARRICADES SHALL BE USED ON PAVEMENT.
2. LIGHTS SHALL BE SECURELY ANCHORED TO BARRICADES.
3. BARRICADE SHALL BE PROPERLY WEIGHED TO PREVENT MOVEMENT BY WIND, PROP WASH, OR JET BLAST OF UP TO 75 M.P.H.
4. CONTRACTORS SHALL BE REQUIRED TO INSPECT BARRICADES DAILY TO ENSURE THAT BARRICADES ARE INTACT AND IN PROPER WORKING ORDER IN ACCORDANCE WITH THIS SPECIFICATION.
5. LIGHT SHALL EITHER BE OMNIDIRECTIONAL, OR EVERY OTHER LIGHT SHALL BE ROTATED 90 DEGREES.
6. BARRICADE SHALL BE 10- FEET LONG WITH ALTERNATING 6" BANDS OF INTERNATIONAL ORANGE AND WHITE .
7. LIGHT SPACING SHALL NOT EXCEED 10 FEET, OPERATED BETWEEN SUNSET AND SUNRISE AND PERIODS DURING LOW VISIBILITY.
8. BARRICADES SHALL START 4 FEET FROM EDGE OF PAVEMENT AND SPACED 4 FEET MAXIMUM.

| NO | REVISIONS | DRN | CHK | DATE |
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APP DBH

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RWY 18/36 REHAB OUTSIDE RWY 12/30 SAFETY AREA
FAA NO. 3-19-0094-060-2026
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

SAFETY AND PHASING DETAILS

DATE MAR 30, 2026
PROJECT NO. 60747512
FILENAME
SHEET NO. G-104
DRAWING NO. -

**NOTICE TO BIDDERS**
**For the Taking of Construction Bids for the**

**Runway 18-36 Rehabilitation Outside**
**Runway 12-30 Safety Area**
**FAA #3-19-0094-060-2026**

**AT THE WATERLOO REGIONAL AIRPORT**
**In the City of Waterloo, Iowa**

## RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **14th day** of **May, 2026,** until **1:00 p.m.** for Runway **18-36 Rehabilitation Outside Runway 12-30 Safety Area,** as described in detail in the plans and specifications now on file in the Office of the City Clerk.

## OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers at City Hall, in the City of Waterloo, Iowa, on the **14th** day of **May 2026**, at **1:00 p.m**., and the proposals will be acted upon at such later time and place as may then be fixed. The bid opening will be livestreamed on YouTube and made available on the City website.

## PRE-BID MEETING

A pre-bid meeting for this project will be held on **May 7, 2026,** at 10:00 a.m. in the Airport Conference Room on the 2nd Floor at the Waterloo Regional Airport.

## PUBLIC HEARING

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m.** on **May 18, 2026**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

## SCOPE OF WORK

The project for the improvements at the Waterloo Regional Airport, Waterloo, Iowa, consists of:

- Rehabilitation of Runway 18/36 with profile milling and 7.5-inch PCC white top overlay of the pavement within the project area.
- Grooving of the new runway pavement.
- Pavement marking for Runway 18/36.
- Restoration along the edge of the new pavement.

## BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and shall be completed according to the terms of the entire contract within **one hundred and twenty (120) calendar days** from the date established in the Notice to Proceed. Failure to complete within the allotted time will result in assessment of liquidated damages in the amount of $500.00 per calendar day for each day in excess of the authorized contract time. It is anticipated that construction will start in the Fall of 2026.

## METHOD OF PAYMENT TO CONTRACTOR

The Contractor will be paid against bi-monthly estimates in cash on the basis of ninety-seven percent (97%) of the work as it is completed, and materials delivered, and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

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

## PLANS AND SPECIFICATIONS

Complete digital Plans and Specifications are available at **www.questcdn.com**. You may download the digital documents free of charge from Questcdn by inputting Questcdn Project **#9652846** on the website's Project Search page. Please contact Questcdn.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information.

Optional paper copies of the Plans and Specifications are available from AECOM, 501 Sycamore Street, Suite 222, Waterloo, Iowa, upon receipt of a $30.00 deposit (CHECK ONLY). Deposits are fully refundable if the plans and specifications are returned in usable condition (i.e., generally free of highlights, ink markings, tears, stickers, water stains and soiling) to the Waterloo AECOM office listed above by the end of the 14th consecutive day after the project has been awarded. No deposits will be refunded for any requests or plans received after the 14th consecutive day, which includes plans returned via mail service. Plan holders are responsible for ascertaining when the project has been awarded. If the plan holder is the prime contractor, or a subcontractor or supplier of the prime contractor that has been awarded the project, Plans and Specifications do not need to be returned to receive the deposit. The prime contractor must submit a list of his subcontractors and suppliers for the City and consulting engineer to verify eligibility for the refundable deposit.

Please DO NOT obtain Bid Documents from any source other than Questcdn.com or through the AECOM Waterloo office as listed above. Obtaining documents through any other source could prevent Bidder from being included on the official AECOM Plan Holders List which, in turn, may cause the Bidder to not receive addenda or other time-sensitive / bid-critical documents. The City has the right to reject any bids that do not have current bidding documents included in the proposal.

Upon award of project, the prime contractor, subcontractors and suppliers shall be supplied with the needed number of plans and specifications at no additional cost.

## CONTRACT AWARD

A contract will be awarded to the qualified bidder submitting the lowest bid.

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

Bids may be held by the City of Waterloo, Iowa, for a period not to exceed **ninety (90) days** from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

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

## PROPOSALS SUBMITTED

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Qty) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Waterloo shall consider the unit bid price as being the valid unit bid price.

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

## BID SECURITY REQUIRED

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

## PERFORMANCE & PAYMENT BONDS

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

## CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING

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

A goal of at least ten percent (0%) for MBE participation on all City funded construction projects that are estimated at $50,000.00 or more. A goal of at least two percent (0%) for WBE participation on all City funded construction projects that are estimated at $50,000.00 or more. Any project funded in part or in total with federal funds shall follow the respective agencies contract compliance program and goals.

The Prime Contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontractors, suppliers or vendors must provide the Prime Contractor a reasonably competitive price for the service being rendered or the Contractor is not required to accept their bid.

## LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the overall contract period of 120 calendar days, plus authorized extensions, the contractor shall pay to the City Liquidated Damages in the amount of five hundred dollars ($500.00) per calendar day, for each calendar day, as further described herein, in excess of the authorized time.

Calendar days beyond the specified overall contract period of 120 calendar days for which Liquidated Damages will be charged will be calendar days that the contractor does or could have worked.-Partial working days will be considered as a full working day. Calendar days chargeable for Liquidated Damages will include rain days, weekends, and legal holidays.

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

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

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

**PRE-CONSTRUCTION CONFERENCE**

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

**RESIDENT BIDDER/NON-RESIDENT BIDDER**

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

Each bidder submitting a bid shall execute and include with the bid a Resident Bidder Certification or a Non-Resident Bidder Certification in the form(s) herein provided.

**SALES TAX EXEMPTION CERTIFICATES**

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

**SITE INSPECTION**

Bidders are expected to visit the locality of the work and to make their own estimate of the facilities needed and the difficulties attending the execution of the proposed Contract, including local conditions.

**TIME FOR RECEIVING BIDS**

Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

All proposals must be received at the address indicated herein above prior to the time and date specified for receipt of bids. Bids received after the specified time and date will be returned unopened. The City of Waterloo shall not be held responsible or accountable for delays in the delivery of any proposal by the U.S. Postal Service or other courier service.

**WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**ERRORS IN BID**

Bidders or their authorized agents are expected to examine the Maps, Drawings, Specifications, Circulars, Schedule and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

**FAA BUY AMERICAN PREFERENCE**

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,2 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

**Title VI Solicitation Notice:**

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements

will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

**DAVIS-BACON ACT, AS AMENDED – 29 CFR PART 5**

The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

If the wage determination of the Department of Labor incorporated in the advertised specifications does not include rates for classifications deemed appropriate by the bidder, the bidder is responsible for ascertaining the rates payable for such use in accomplishing the work. No inference concerning practice is to be drawn from their omission. Further, the omission does not, per se, establish any liability to the Government for increased labor costs resulting from the use of such classifications.

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – 49 CFR PART 29**

The bidder certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Individuals or companies listed in the General Services Administration's "Excluded Parties Listing System" will not be considered for award of contract.

**DISADVANTAGED BUSINESS ENTERPRISE – 49 CFR PART 26**

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the city of Waterloo, Iowa to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

2) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**CERTIFICATION REGARDING LOBBYING**

Consultants and contractors that apply or bid for an award of $100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)**

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

**PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

**MARKING AND MAILING BIDS**

Envelopes containing bids must be sealed and addressed to the City Clerk, 715 Mulberry Street, Waterloo, IA 50703; and marked in the upper left-hand corner as follows:

Bid of ___(Name and Address of Contractor)___ for Runway 18-36 Rehabilitation Outside Runway 12-30 Safety Area, FAA Project No. 3-19-0094-060-2026

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

CITY OF WATERLOO, IOWA

**NOTICE OF PUBLIC HEARING**
**On Proposed Plans, Specifications, Form of Contract,**
**And Estimate of Cost**
**For the**

**RUNWAY 18-36 REHABILITATION OUTSIDE**
**RUNWAY 12-30 SAFETY AREA**
**FAA #3-19-0094-060-2026**

**AT THE WATERLOO REGIONAL AIRPORT**
**In the City of Waterloo, Iowa**

## RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **14th** day of **May, 2026**, until **1:00 p.m**. for **Runway 18-36 Rehabilitation Outside Runway 12-30 Safety Area**, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

## OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers at City Hall, in the City of Waterloo, Iowa, on the **14th** day of **May, 2026**, at **1:00 p.m**., and the proposals will be acted upon at such later time and place as may then be fixed. The bid opening will be livestreamed on YouTube and made available on the City website.

## PRE-BID MEETING

A pre-bid meeting for this project will be held on **May 7, 2026**, at 10:00 a.m. in the Airport Conference Room on the 2nd Floor at the Waterloo Regional Airport.

## PUBLIC HEARING

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m.** on the **18th** day of **May, 2026**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by AECOM are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth. The NOTICE TO BIDDERS can be viewed at the following locations:

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

2) Plan rooms:

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

McGraw Hill Construction Dodge
3315 Central Ave.
Hot Springs, AR 71913

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

3) Plan Room Websites:
Master Builders of Iowa website: www.mbionline.com
Dodge Lead website: http://dodgeprojects.construction.com/
Reed Const. Data Lead website: http://www.cmdgroup.com/project-leads/

**SCOPE OF WORK**

The work to be performed in this project shall include the following described improvements at the Waterloo Regional Airport, Waterloo, Iowa:

- Rehabilitation of Runway 18/36 with profile milling and 7.5-inch PCC white top overlay of the pavement within the project area.
- Grooving of the new runway pavement.
- Pavement marking for Runway 18/36.
- Restoration along the edge of the new pavement.

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order to the City Council of said Waterloo, Iowa, on the ____ day of _____, 2026.

CITY OF WATERLOO, IOWA

BY: _____
Kelley Felchle
City Clerk

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

| NAME AND DEPARTMENT | MEETING DATE |
|---|---|
| Noel Anderson, Community Planning and Development Director<br>Planning & Zoning Department | April 20, 2026 |

## AGENDA ITEM TITLE

Resolution setting date of public hearing as May 4, 2026, to approve a request by the City of Waterloo on behalf of the Iowa National Guard for a Site Plan Amendment to construct a 25,000 square foot building in the “M-2,P” Planned Industrial District located north of 3106 Airport Blvd, and instruct the City Clerk to publish notice.

## RECOMMENDED COUNCIL ACTION

Approval

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

The site plan shows the main building in the center of the property. There will be one driveway access from Airport Blvd, which will be used primarily for equipment moving in and out of the facility, but will not be used by the main parking lot, which will be accessed through the existing facility to the south.

The western side of the building will be used for storage, IT support, offices, restrooms, and a classroom with a library. The eastern portion of the building will include 4 large work bays with roll-up doors on both the south and north sides of the building with the bay on the east side of the building serving as a wash bay.

The site plan also shows two access driveways off of the main driveways which are not hard surfaced and would require a variance from the Board of Adjustment.
It has not been determined yet if the Iowa National Guard will be purchasing the land from the City of Waterloo or leasing it on a long-term basis.

The proposed site plan shows 145 parking spaces. Parking falls under Public Facilities not specifically mentioned in which parking is determined by the City Council after a recommendation by the Planning, Programming, and Zoning Commission. It would appear from the use of the building that there will be enough parking spaces provided.
The site plan also shows a hard-surfaced parking area on the northeast side of the property that is to be used for the parking of Iowa National Guard vehicles.

Side elevations show that major portions of the building will be of brick construction, with the south elevation having a large number of windows and a double-door main entrance.
It would appear that the new building will match the existing National Guard buildings to the south and be compatible with other industrial buildings in the area.

The City of Waterloo is the current owner of the property in question, and leases the land to the National Guard, who have a parking lot on a portion of it. It is unclear at this time if the National Guard is proposing to purchase the land from the City, or would look to do a new long term lease on the property.

## NEIGHBORHOOD IMPACT

The request would appear not to have a negative impact on the area.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

A public hearing will be held by the Planning, Programming, and Zoning Commission on 4/14/26 and their recommendation will be provided to the Council. Notices were sent to property owners within 250 feet.

## SOURCE OF EXPENDITURES

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

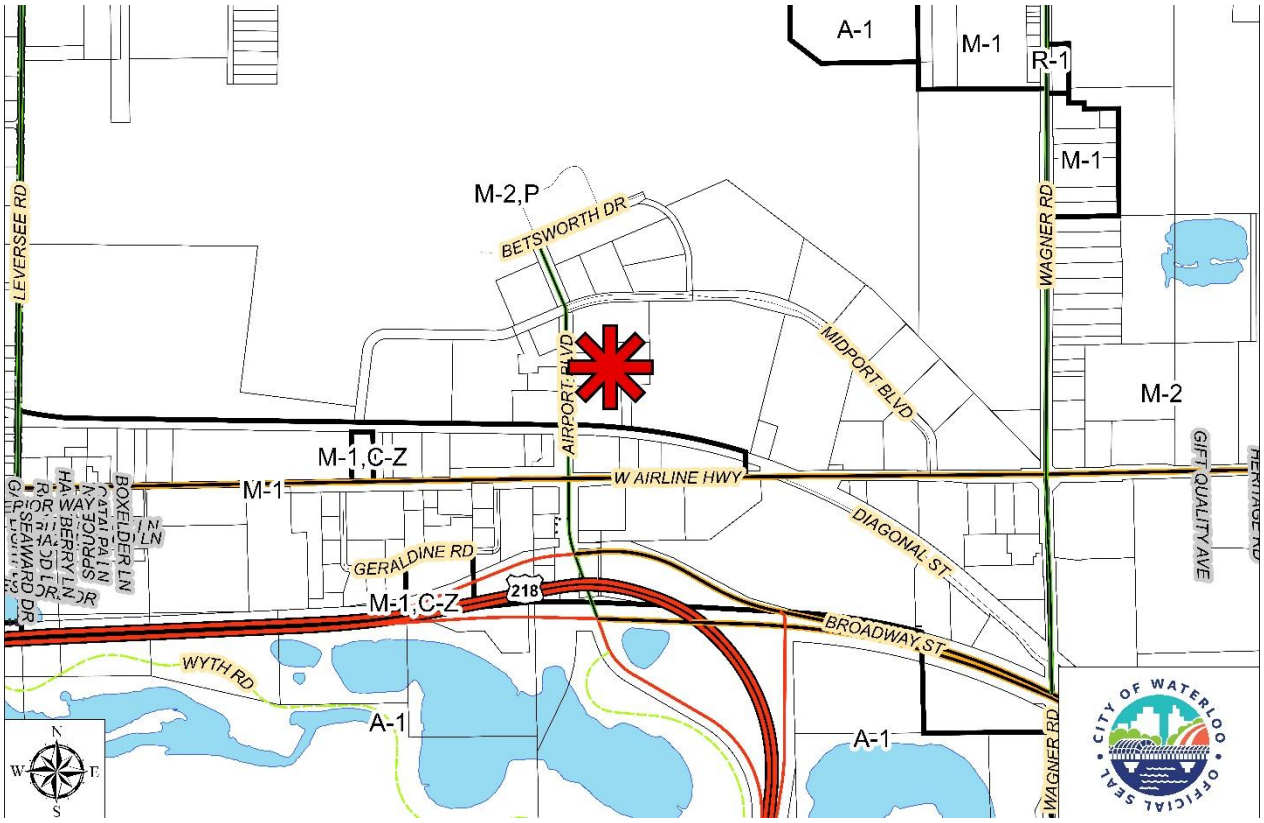
TRACT B, MIDPORT AMERICA PARK PLAT No.1, AN OFFICIAL PLAT, WATERLOO, BLACK HAWK COUNTY, IOWA, EXCEPT THAT TRACT OF LAND DESCRIBED ON THE PLAT OF SURVEY RECORDED IN THE CITY LOT DEED BOOK 665 AT PAGE 403, AND EXCEPT THE PARCEL OF LAND DESCRIBED IN THE QUIT CLAIM DEED RECORDED AS INSTRUMENT 2019-00009194.
SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD. TRACT CONTAINS 316,492 SQUARE FEET (7.26 ACRES).

## ATTACHMENTS

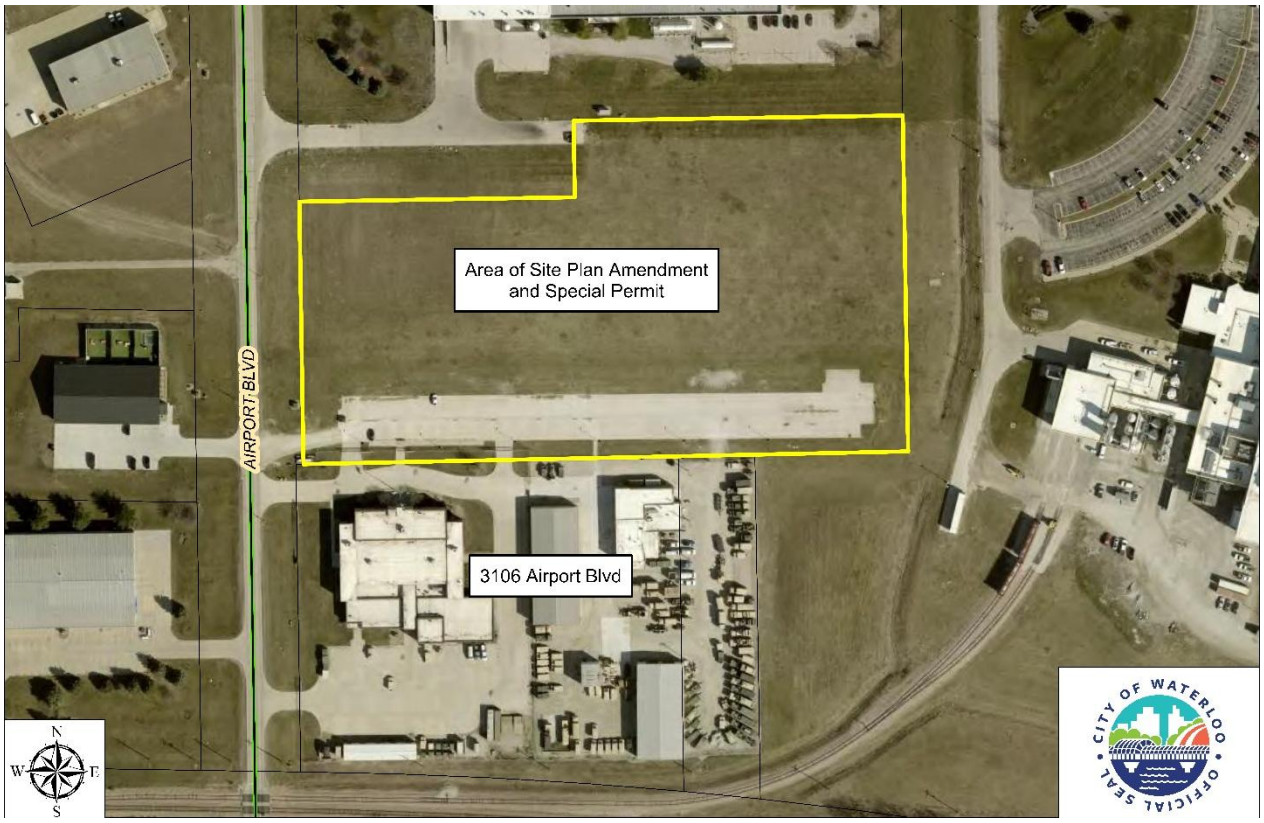
1. North of 3106 Airport - Staff Report

CITY OF WATERLOO
Planning & Zoning

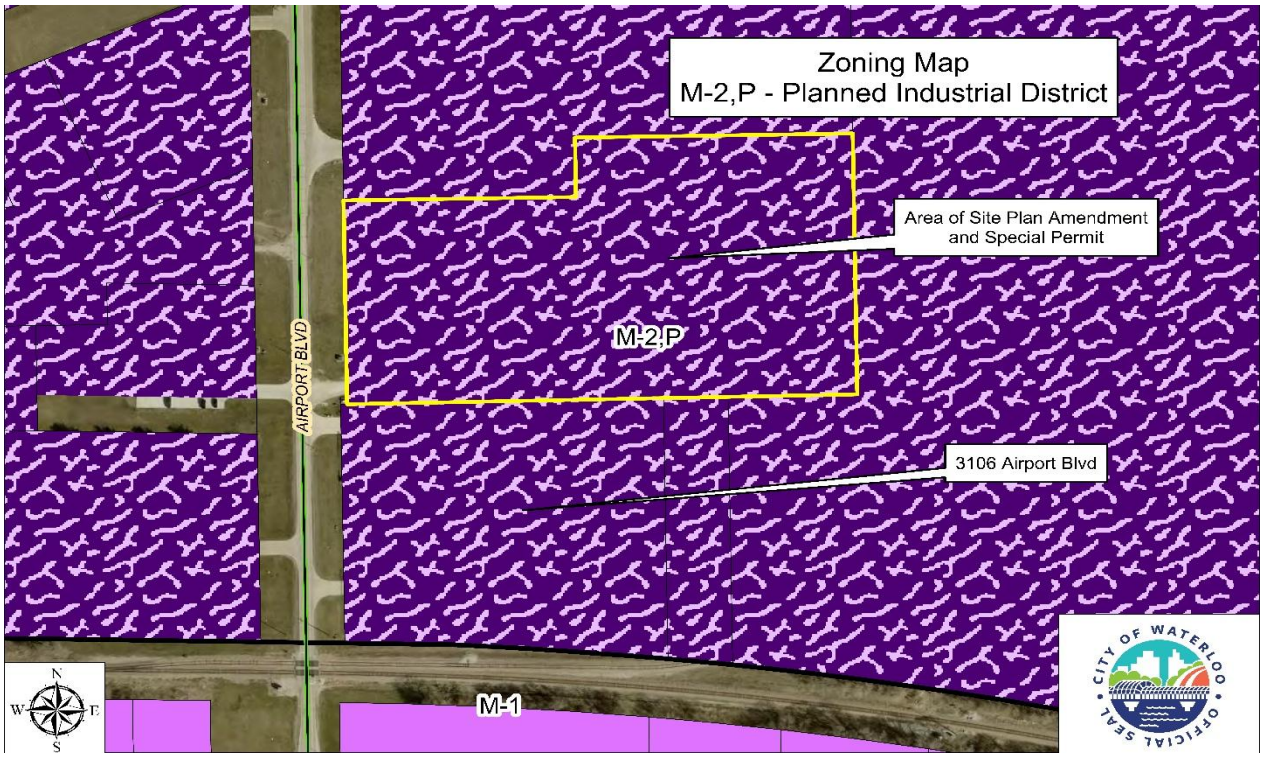
| | |
|---|---|
| **TO:** | Planning, Programming, and Zoning Commission |
| **PREPARER:** | John Dornoff, Planner II |
| **PZ MEETING DATE:** | April 14, 2026 |
| **SUBJECT:** | Site Plan Amendment to the "M-2,P" Planned Industrial District for a new 25,000 square foot building. |
| **APPLICANT:** | City of Waterloo on behalf of the Iowa National Guard. |
| **LOCATION:** | North of 3106 Airport Boulevard. |



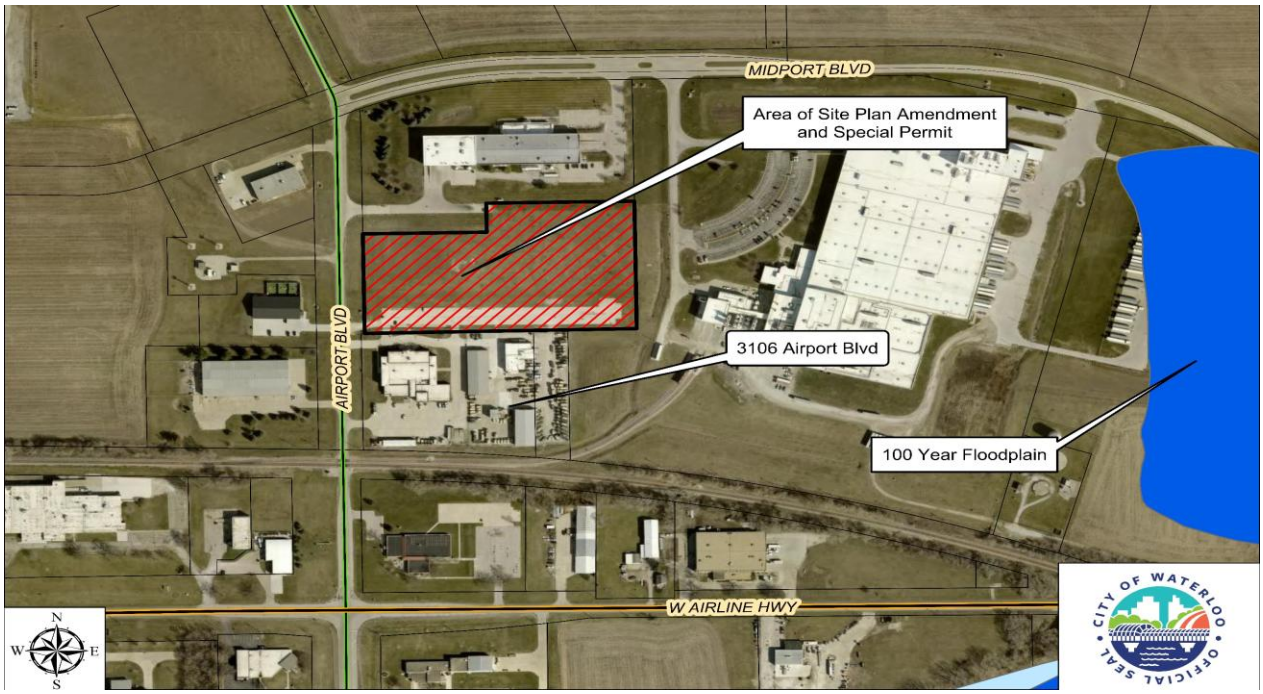

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| SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD: | The request to construct the new maintenance building would not appear to have a negative impact upon the surrounding area as it would appear to be compatible with other commercial and industrial development in the area. |



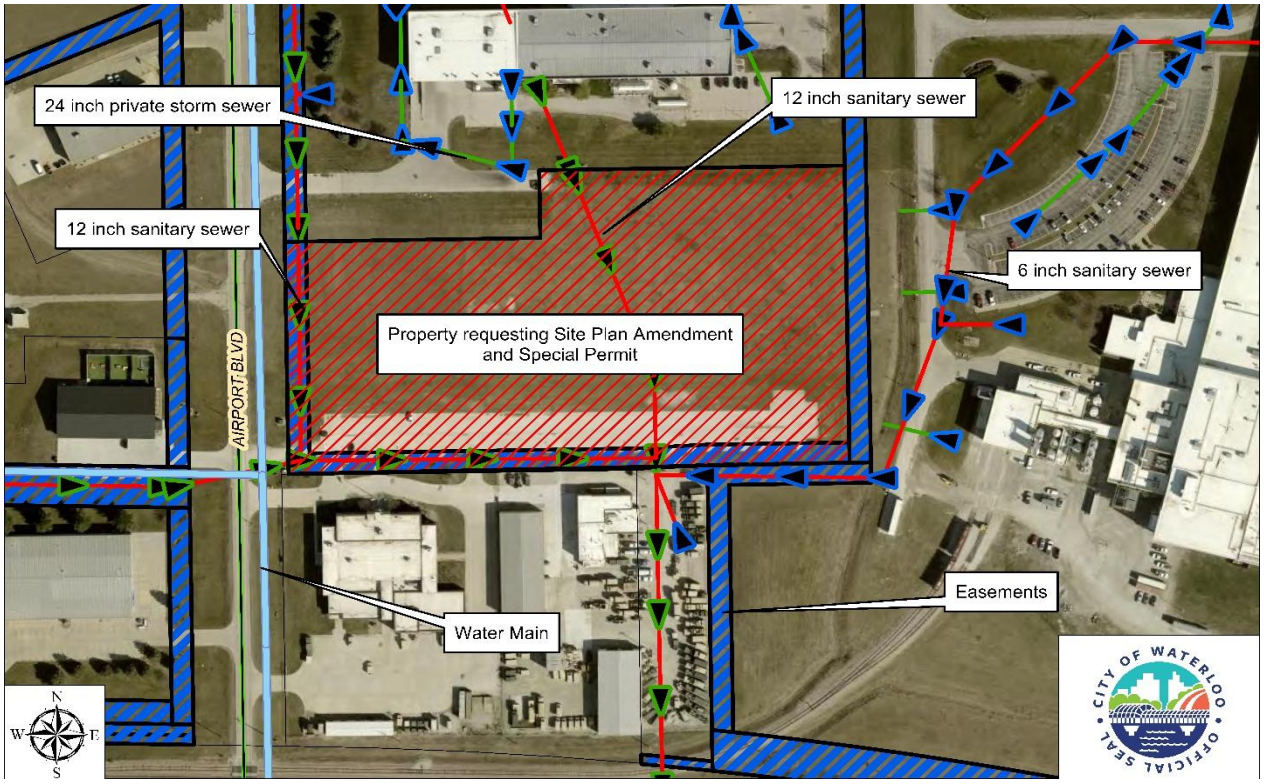

| | |
|---|---|
| VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS: | The proposed site plan amendment would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by Airport Boulevard, which is classified as a Collector. |
| RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY: | There are no recreational trails or sidewalks located near the site. |
| ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY: | The area in question has been zoned “M-2,P” Planned Industrial District since being rezoned from “A-1” Agricultural District by Ordinance 4077 on March 13, 1995. Surrounding land uses and their zoning designations are as follows:<br><br>**North** – Industrial, Midport Blvd, and Waterloo Regional Airport zoned “M-2,P” Planned Industrial District.<br><br>**South** – Existing Iowa National Guard facility, the Canadian National Railroad, and industrial zoned “M-2,P” Planned Industrial District and “M-1” Light Manufacturing District.<br><br>**East** – Industrial zoned “M-2,P” Planned Industrial District.<br><br>**West** – Airport Blvd, Industrial and Waterloo Regional Airport zoned “M-2,P” Planned Industrial District. |




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| DEVELOPMENT HISTORY: | Industrial and commercial uses in the area were built between 1979 and 2019. |
| PUBLIC /OPEN SPACES/ SCHOOLS: | There are no schools in the immediate vicinity.<br>George Wyth State Park is located 0.60 miles to the south. |



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| FLOODPLAIN: | No portion of the property is located within a flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0167F, dated July 18, 2011. |
| DRAINAGE: | It will be necessary that a stormwater detention plan is submitted prior to the issuance of a building permit, 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. |
| UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC. | A 12" sanitary sewer line is located along Airport Blvd, then along the southern property line in an easement. There is also a north-south sanitary sewer line through the center of the property, and the proposed building is being built to avoid that line.<br><br>There is a water main located along the Airport Blvd frontage. |




| | |
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| STAFF ANALYSIS – ZONING ORDINANCE | The site plan amendment meets all the requirements of the Zoning Ordinance, including the bulk requirements of front, side, and rear yard setbacks. |
| STAFF ANALYSIS – SUBDIVISION ORDINANCE | The applicants are not looking to subdivide the property at this time. |

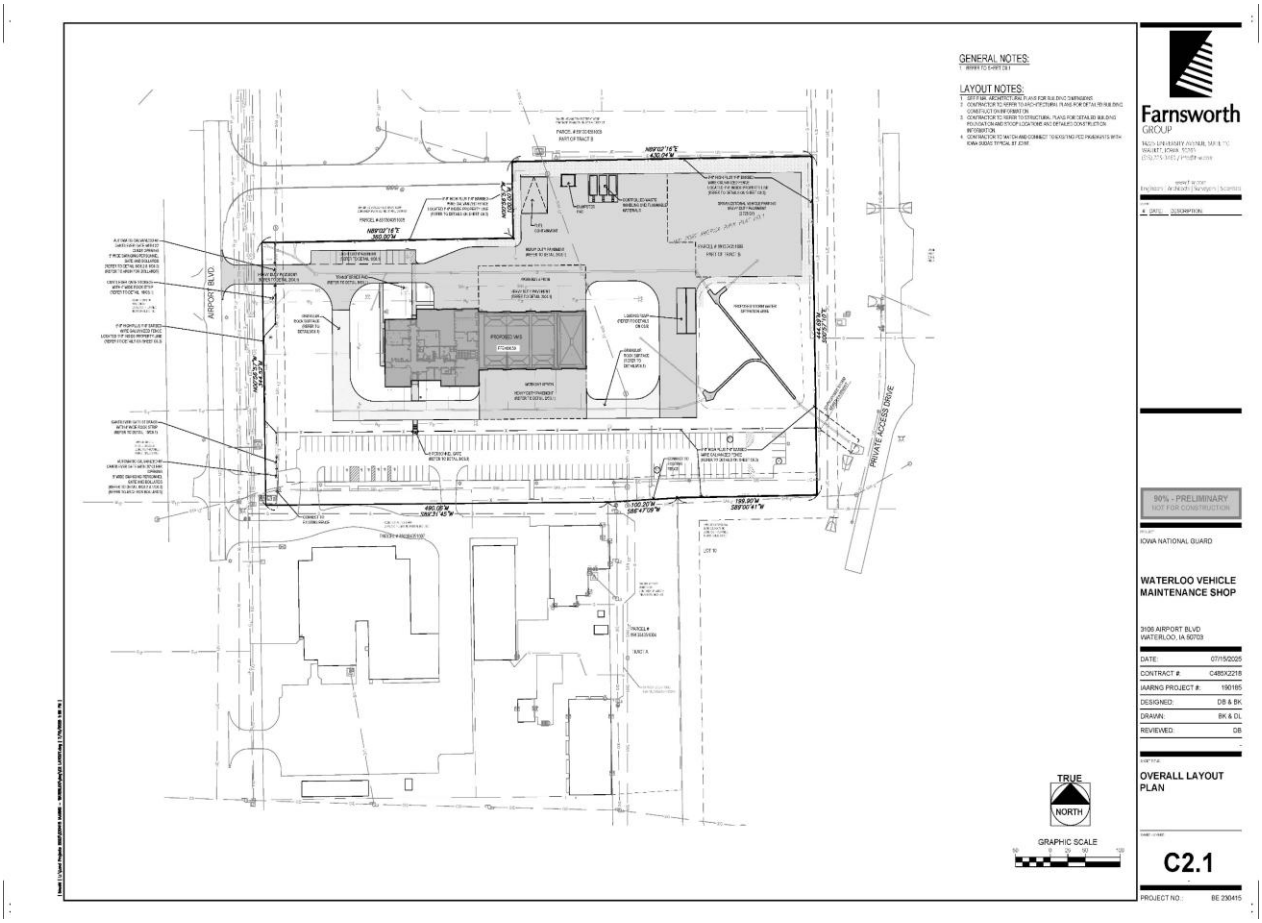
STAFF ANALYSIS – SITE ANALYSIS:

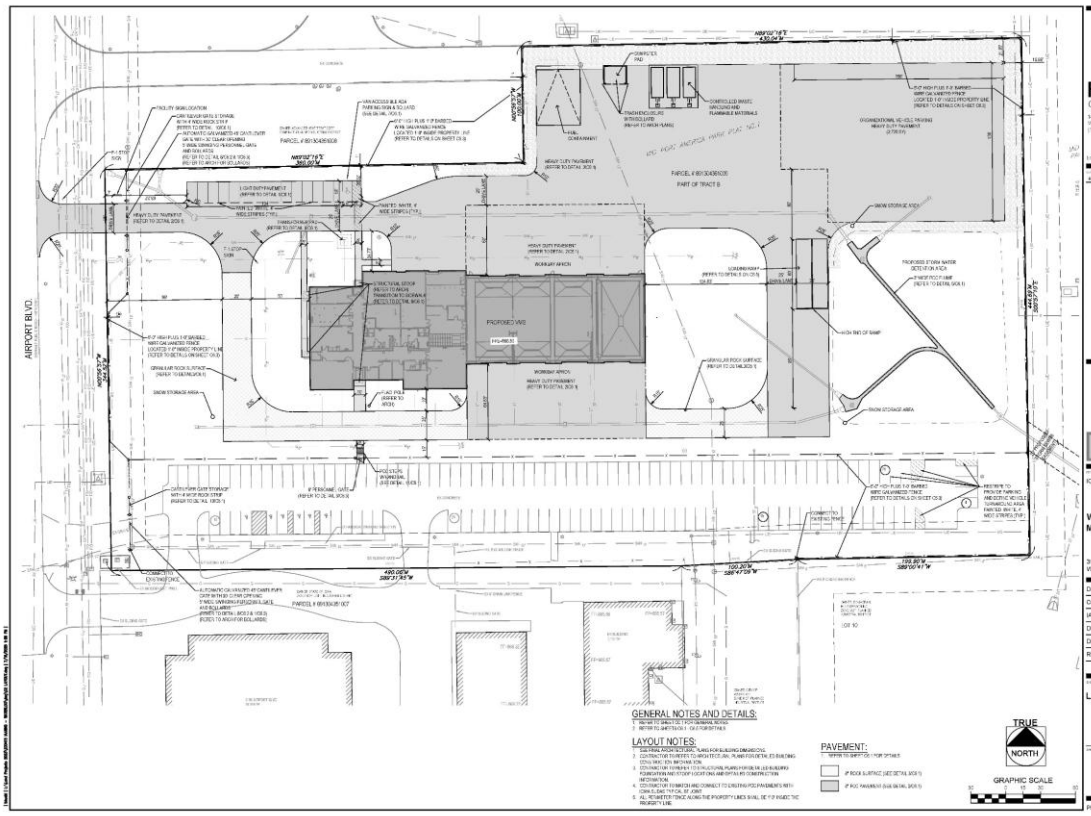
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It has not been determined yet if the Iowa National Guard will be purchasing the land from the City of Waterloo or leasing it on a long-term basis.






Farnsworth GROUP

90% - PRELIMINARY NOT FOR CONSTRUCTION

IOWA NATIONAL GUARD

**WATERLOO VEHICLE MAINTENANCE SHOP**

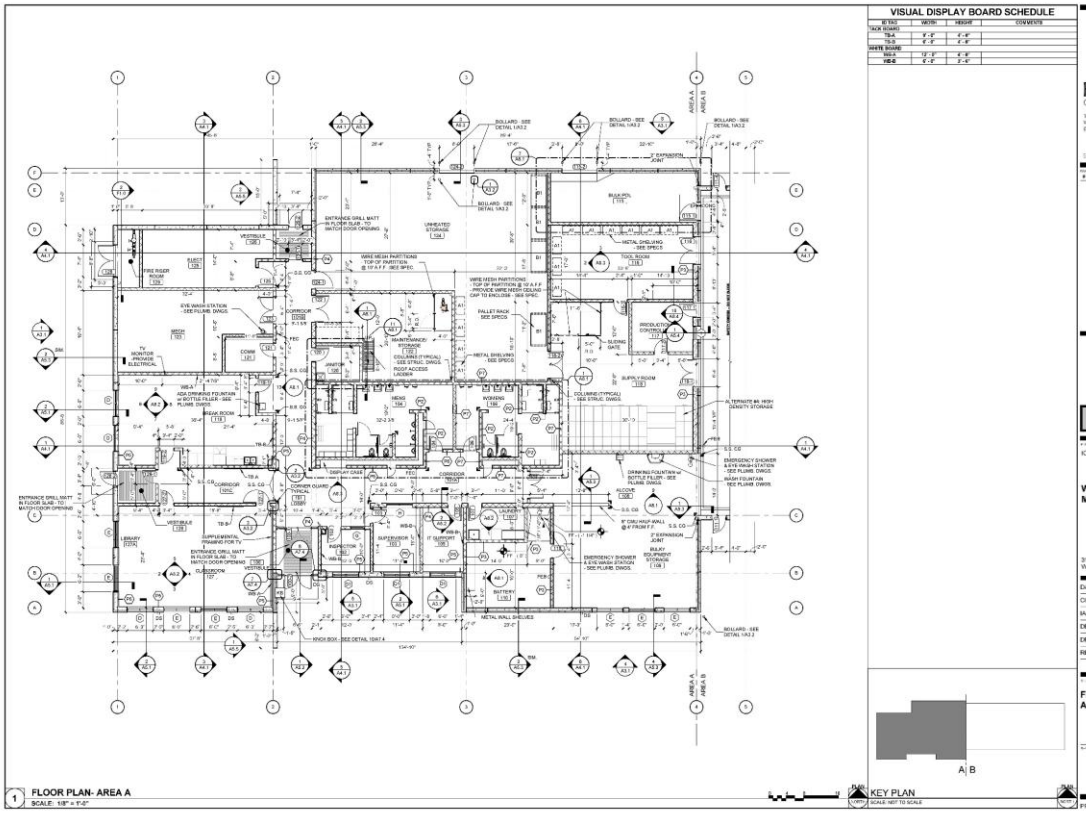
3106 AIRPORT BLVD
WATERLOO, IA 50703

| | |
|---|---|
| DATE: | 07/15/2025 |
| CONTRACT #: | G48SX2218 |
| IAARNG PROJECT #: | 190185 |
| DESIGNED: | DB & BK |
| DRAWN: | BK & DL |
| REVIEWED: | DB |

**LAYOUT PLAN**

**C2.2**

PROJECT NO.: BE 230415




**VISUAL DISPLAY BOARD SCHEDULE**

| MARK | WIDTH | HEIGHT | COMMENTS |
|---|---|---|---|
| TACK BOARD | | | |
| TB-4 | 8'-0" | 4'-0" | |
| TB-5 | 6'-0" | 4'-0" | |
| WHITE BOARD | | | |
| WB-4 | 12'-0" | 4'-0" | |
| WB-6 | 6'-0" | 2'-0" | |

Farnsworth GROUP

90% PRELIMINARY NOT FOR CONSTRUCTION

IOWA NATIONAL GUARD

**WATERLOO VEHICLE MAINTENANCE SHOP**

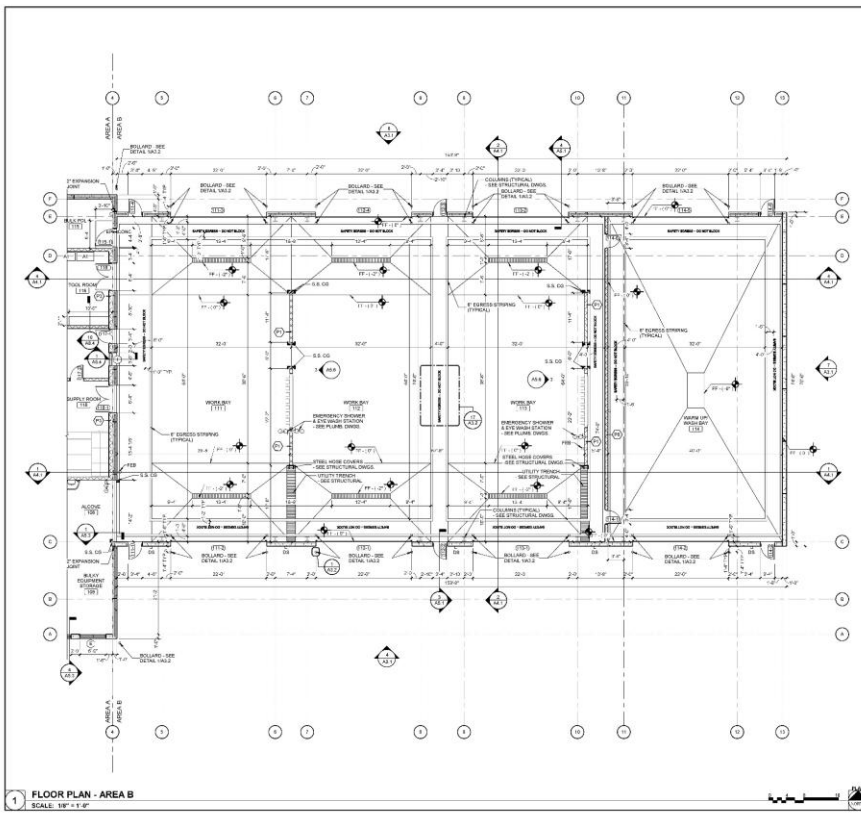
3106 AIRPORT BLVD
WATERLOO, IA 50703

| | |
|---|---|
| DATE: | 07/15/2025 |
| CONTRACT #: | G48SX2118 |
| IAARNG PROJECT #: | 190185 |
| DESIGNED: | LS |
| DRAWN: | KNG/SH |
| REVIEWED: | -- |

**FLOOR PLAN - AREA A**

**A1.2**

PROJECT NO.: 0230514.00




Farnsworth GROUP
14025 UNIVERSITY AVENUE, SUITE 110
WAUKEE, IOWA 50263
(515) 223-3487 / f-a-r-m.com

| NO. | DATE | DESCRIPTION |
|---|---|---|

90% PRELIMINARY
NOT FOR CONSTRUCTION

IOWA NATIONAL GUARD

**WATERLOO VEHICLE MAINTENANCE SHOP**

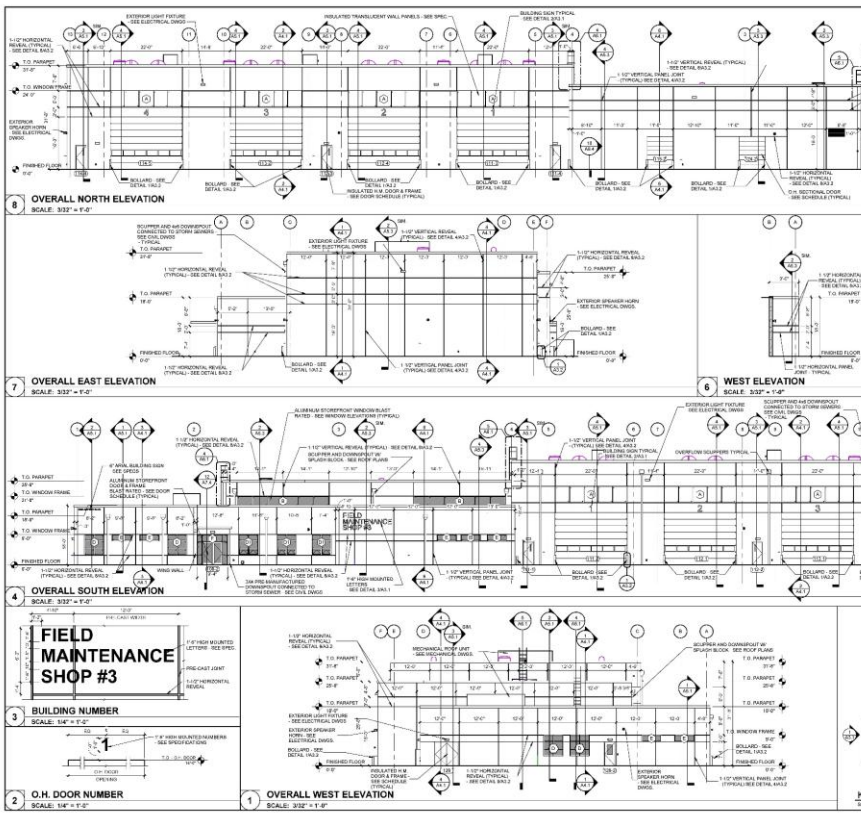
3106 AIRPORT BLVD
WATERLOO, IA 50703

| | |
|---|---|
| DATE: | 07/15/2025 |
| CONTRACT #: | G48SI21118 |
| MARNG PROJECT #: | 190185 |
| DESIGNED: | LS |
| DRAWN: | KNG/SH |
| REVIEWED: | – |

**FLOOR PLAN - AREA B**

**A1.3**

PROJECT NO.: 6235514.00




Farnsworth GROUP
14025 UNIVERSITY AVENUE, SUITE 110
WAUKEE, IOWA 50263
(515) 223-3487 / f-a-r-m.com

| NO. | DATE | DESCRIPTION |
|---|---|---|

90% PRELIMINARY
NOT FOR CONSTRUCTION

IOWA NATIONAL GUARD

**WATERLOO VEHICLE MAINTENANCE SHOP**

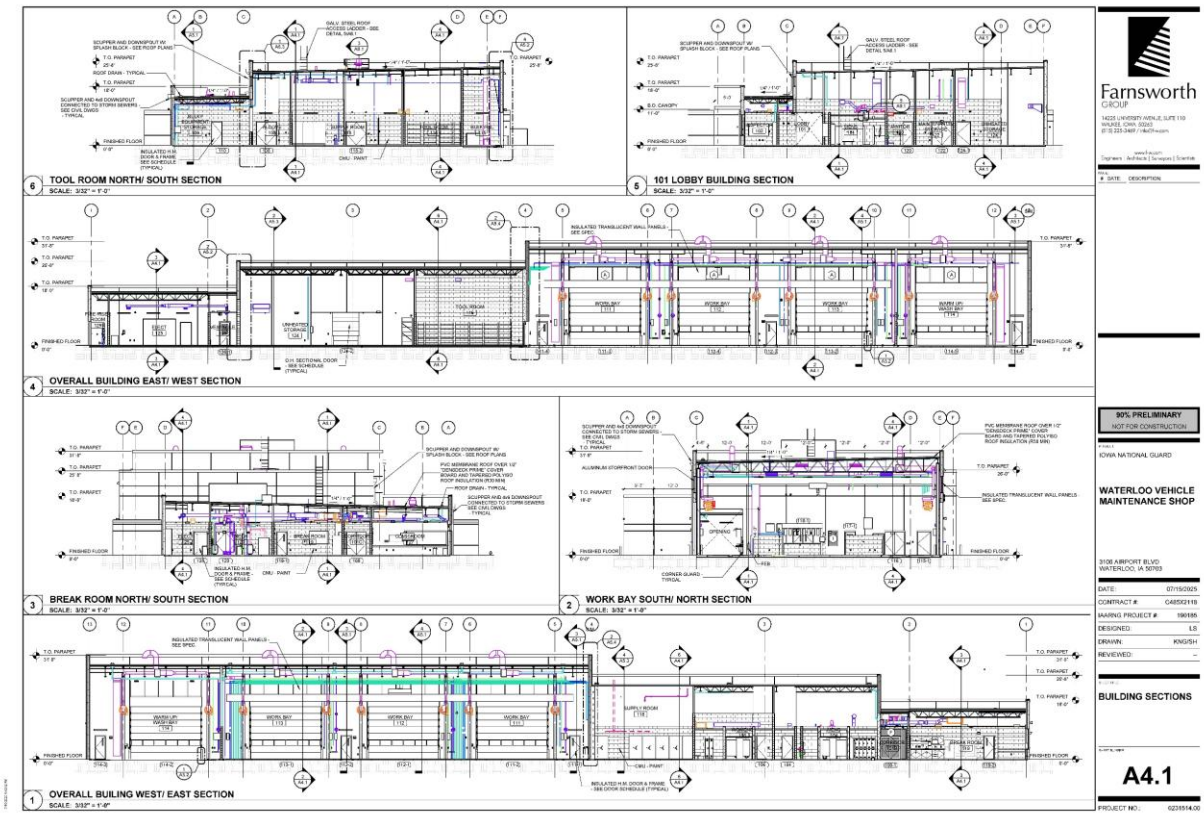
3106 AIRPORT BLVD
WATERLOO, IA 50703

| | |
|---|---|
| DATE: | 07/15/2025 |
| CONTRACT #: | G48SI21118 |
| MARNG PROJECT #: | 190185 |
| DESIGNED: | LS |
| DRAWN: | KNG/SH |
| REVIEWED: | – |

**OVERALL EXTERIOR ELEVATIONS**

**A3.1**

PROJECT NO.: 6235514.00




STAFF ANALYSIS – PARKING

The proposed site plan shows 145 parking spaces. Parking falls under Public Facilities not specifically mentioned in which parking is determined by the City Council after a recommendation by the Planning, Programming, and Zoning Commission. It would appear from the use of the building that there will be enough parking spaces provided.

The site plan also shows a hard-surfaced parking area on the northeast side of the property that is to be used for the parking of Iowa National Guard vehicles.

STAFF ANALYSIS – SIDE ELEVATIONS

Side elevations show that major portions of the building will be of brick construction, with the south elevation having a large number of windows and a double-door main entrance.

It would appear that the new building will match the existing National Guard buildings to the south and be compatible with other industrial buildings in the area.



*Picture 1: Looking east from Airport Blvd at the property.*



*Picture 2: Looking south toward the existing Iowa National Guard facility.*



*Picture 3: Looking north along Airport Blvd.*

| | |
|---|---|
| TECH REVIEW COMMITTEE | *TBD* |
| PLANNING, PROGRAMMING AND ZONING COMMISSION | TBD |
| 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 RECOMMENDATION:

Therefore, staff recommends that the request the City of Waterloo on behalf of the Iowa National Guard for a Site Plan Amendment to construct a 25,000 square foot building in the "M-2,P" Planned Industrial District located north of 3106 Airport Blvd, 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 would be compatible with surrounding development.

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, etc.

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution setting date of public hearing as May 18, 2026, to approve proposed repairs, in conjunction with the FY 2027 Sidewalk Inspection and Repair Program – Zone 5B, and approve a request to send out notification to property owners of proposed sidewalk repairs and estimate of costs, and instruct the City Clerk to publish notice.

## RECOMMENDED COUNCIL ACTION

I request that Council authorize the Engineering Department to notify the property owners of the necessary sidewalk repairs. I also request that Council set May 18, 2026 as the date for a public hearing on the proposed repairs, for discussion on errors and omissions but not costs, and instruct the City Clerk to publish said notice.

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

City staff has completed the sidewalk inspection for Zone 5B and calculated the estimated repair costs for each affected property and are ready to notify property owners. Included in this notice will be an estimate of the repair cost, if included in an assessment program. This year's inspected area is Zone 5B and is bounded by:

## NEIGHBORHOOD IMPACT

Under Waterloo ordinance section 7-2A, property owners will be allowed 64 days from the date of notice to voluntarily repair their walk. Property owners, or their designated contractors, will be allowed to obtain sidewalk permits during that period. The final day to obtain a permit will be Friday, July 2, 2026. All sidewalk repair construction will be required to be completed by Friday, July 10, 2026. Any unrepaired sidewalk remaining would then be included in an assessment program. The assessment program will be prepared immediately following period with construction let as soon as possible thereafter.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

Property Owner Assessments

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

None

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**

Lance Dunn, Human Resources Director
Human Resources Department

**MEETING DATE**

April 20, 2026

**AGENDA ITEM TITLE**

Resolution approving wages for years four and five of the 2023-2028 Collective Bargaining Agreement with the Teamsters Local 238, and authorizing the Mayor and Human Resources Director to execute said documents.

**RECOMMENDED COUNCIL ACTION**

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

**ATTACHMENTS**

1. WPPA signed TA 4.20.2026

**CITY OF WATERLOO, IOWA**
**LAST, BEST, FINAL OFFER**
**(Wage Reopener)**
**TEAMSTERS, LOCAL 238**

**For the Period**
**July 1, 2026 through June 30, 2028**
**January 9, 2026**

Notes: If the Union has made a proposal to which no specific response is set out herein, the City's response to such a proposal is that it not be included in the contract.

This proposal is a package proposal, and it must be accepted in its entirety or it will be considered to have been rejected.

The City explicitly reserves the right to alter, withdraw, add to, or amend any part or all of the following proposal.

1) **Exhibit A – Wage Schedule – proposal for all classifications**

FY2027 Increase to Steps (eff. 7/1/26): 3%

FY2028 Increase to Steps (eff. 7/1/27): 3%

TA 1-9-26

4908-6976-2951-4\11310-140

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving award of bid to Peterson Contractors, Inc., of Reinbeck, Iowa, in the amount of $1,607,197.68, approving the contract, bond and certificate of insurance, in conjunction with the FY 2026 Parkview Manor and W. 3rd Street Detention Basin, Contract No. 1137, and authorizing the Mayor and City Clerk to execute said document.

## RECOMMENDED COUNCIL ACTION

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

Construction of a new subdivision on the former Parkview Gardens nursing home and on W. 3rd Street. This will allow for approximately 20 total new lots to be created for housing.

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

ARPA, LOST, Stormwater

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. Bid Tabulation

**FY 2026 PARKVIEW MANOR AND W. 3RD STREET DETENTION BASIN**

**DIVISION I - ROADWAY & SITE CONSTRUCTION**

| BID ITEM | SUDAS SPECIFICATION * SEE SUPPLIMENTAL | DESCRIPTION | UNIT | PARKVIEW MANOR | W. 3RD ST | TOTAL QUANTITY | ENGINEER'S ESTIMATE UNIT PRICE | ENGINEER'S ESTIMATE TOTAL PRICE | PCI UNIT PRICE | PCI TOTAL PRICE | LODGE CONSTRUCTION UNIT PRICE | LODGE CONSTRUCTION TOTAL PRICE | PIRC-TOBIN UNIT PRICE | PIRC-TOBIN TOTAL PRICE | SHIFT GENERAL CONTRACTING UNIT PRICE | SHIFT GENERAL CONTRACTING TOTAL PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **DIVISION 2 - EARTHWORK** | | | | | | | | | | | | | | |
| 1 | 2010-108-B | CLEARING AND GRUBBING | AC | 0.1 | 6.7 | 6.8 | $ 20,000.00 | $ 136,000.00 | $ 12,500.00 | $ 85,000.00 | $ 8,500.00 | $ 57,800.00 | $ 15,000.00 | $ 102,000.00 | $ 9,500.00 | $ 64,600.00 |
| 2 | 2010-108-D-3 * | TOPSOIL, 4 INCHES, OFF SITE | SY | 1,392.0 | - | 1,392.0 | $ 7.50 | $ 10,440.00 | $ 5.90 | $ 8,212.80 | $ 9.50 | $ 13,224.00 | $ 6.00 | $ 8,352.00 | $ 6.50 | $ 9,048.00 |
| 3 | 2010-108-D-1 * | TOPSOIL, STRIP,STOCKPILE, AND RESPREAD, 9" | SY | 20,106.0 | 38,532.2 | 58,638.2 | $ 3.00 | $ 175,914.60 | $ 1.75 | $ 102,616.85 | $ 1.25 | $ 73,297.75 | $ 2.15 | $ 126,072.13 | $ 1.07 | $ 62,742.87 |
| 4 | 2010-108-E * | EXCAVATION, CLASS 10, ROADWAY AND BORROW | CY | 4,337.0 | 13,979.0 | 18,316.0 | $ 4.00 | $ 73,264.00 | $ 4.00 | $ 73,264.00 | $ 6.50 | $ 119,054.00 | $ 5.25 | $ 96,159.00 | $ 6.20 | $ 113,559.20 |
| 5 | SEE EST. REF. | EXCAVATION, CLASS 10, WASTE TO W. 3RD ST LOCATION | CY | 938.0 | - | 938.0 | $ 5.00 | $ 4,690.00 | $ 11.00 | $ 10,318.00 | $ 7.00 | $ 6,566.00 | $ 10.00 | $ 9,380.00 | $ 12.00 | $ 11,256.00 |
| 6 | 2010-108-E * | EXCACVATION, CLASS 10, CONTRACTOR FURNISHED | CY | - | 904.0 | 904.0 | $ 7.50 | $ 6,780.00 | $ 6.50 | $ 5,876.00 | $ 17.00 | $ 15,368.00 | $ 7.50 | $ 6,780.00 | $ 17.00 | $ 15,368.00 |
| 7 | 2010-108-F * | EXCAVATION, CLASS 10, BELOW GRADE | CY | 500.0 | - | 500.0 | $ 10.00 | $ 5,000.00 | $ 5.00 | $ 2,500.00 | $ 22.00 | $ 11,000.00 | $ 65.00 | $ 32,500.00 | $ 24.00 | $ 12,000.00 |
| 8 | 2010-108-G * | SUBGRADE PREPARATION | SY | 7,838.8 | - | 7,838.8 | $ 1.25 | $ 9,798.50 | $ 0.90 | $ 7,054.92 | $ 1.00 | $ 7,838.80 | $ 0.50 | $ 3,919.40 | $ 1.25 | $ 9,798.50 |
| 9 | 2010-108-I * | SUBGRADE TREATMENT, GEOGRID OR WOVEN GEOTEXTILE | SY | 1,175.8 | - | 1,175.8 | $ 12.00 | $ 14,109.60 | $ 3.75 | $ 4,409.25 | $ 4.00 | $ 4,703.20 | $ 2.50 | $ 2,939.50 | $ 2.00 | $ 2,351.60 |
| 10 | 2010-108-J * | SUBBASE, MODIFIED, 8 INCH | SY | 7,838.8 | - | 7,838.8 | $ 10.00 | $ 78,388.00 | $ 11.75 | $ 92,105.90 | $ 13.00 | $ 101,904.40 | $ 14.50 | $ 113,662.60 | $ 13.40 | $ 105,039.92 |
| | | | | | | DIVISION 2 - EARTHWORK SUBTOTAL = | $ | 514,384.70 | $ | 391,357.72 | $ | 410,756.15 | $ | 501,764.63 | $ | 405,764.09 |
| | | **DIVISION 4 - SEWERS AND DRAINS** | | | | | | | | | | | | | | |
| | | **STORM SEWERS** | | | | | | | | | | | | | | |
| 11 | 4020-108-A * | STORM SEWER, TRENCHED, HDPE TYPE S, 3 INCH | LF | 16.7 | - | 16.7 | $ 75.00 | $ 1,252.50 | $ 62.50 | $ 1,043.75 | $ 36.00 | $ 601.20 | $ 60.00 | $ 1,002.00 | $ 105.00 | $ 1,753.50 |
| 12 | 4020-108-A * | STORM SEWER, TRENCHED, HDPE TYPE S, 8 INCH | LF | 9.3 | - | 9.3 | $ 75.00 | $ 697.50 | $ 92.50 | $ 860.25 | $ 101.00 | $ 939.30 | $ 65.00 | $ 604.50 | $ 110.00 | $ 1,023.00 |
| 13 | 4020-108-A * | STORM SEWER, TRENCHED, HDPE TYPE S, 10 INCH | LF | 25.9 | - | 25.9 | $ 75.00 | $ 1,942.50 | $ 67.50 | $ 1,748.25 | $ 56.00 | $ 1,450.40 | $ 65.00 | $ 1,683.50 | $ 115.00 | $ 2,978.50 |
| 14 | 4020-108-A * | STORM SEWER, TRENCHED, RCP 2000D, 15 INCH | LF | 378.5 | - | 378.5 | $ 75.00 | $ 28,387.50 | $ 80.00 | $ 30,280.00 | $ 76.00 | $ 28,766.00 | $ 65.00 | $ 24,602.50 | $ 105.00 | $ 39,742.50 |
| 15 | 4020-108-A * | STORM SEWER, TRENCHED, RCP 2000D, 18 INCH | LF | 31.0 | - | 31.0 | $ 150.00 | $ 4,650.00 | $ 85.00 | $ 2,635.00 | $ 86.00 | $ 2,666.00 | $ 65.00 | $ 2,015.00 | $ 110.00 | $ 3,410.00 |
| 16 | 4020-108-A * | STORM SEWER, TRENCHED, RCP 2000D, 24 INCH | LF | 147.5 | - | 147.5 | $ 100.00 | $ 14,750.00 | $ 97.50 | $ 14,381.25 | $ 96.00 | $ 14,160.00 | $ 85.00 | $ 12,537.50 | $ 115.00 | $ 16,962.50 |
| | | **PIPE CULVERTS** | | | | | | | | | | | | | | |
| 17 | 4030-108-B | PIPE APRON, RCP, 24" | EACH | 1.0 | - | 1.0 | $ 1,500.00 | $ 1,500.00 | $ 1,600.00 | $ 1,600.00 | $ 1,500.00 | $ 1,500.00 | $ 1,800.00 | $ 1,800.00 | $ 1,000.00 | $ 1,000.00 |
| 18 | 4030-108-C | FOOTINGS FOR CONCRETE APRONS, 24" | EACH | 1.0 | - | 1.0 | $ 1,400.00 | $ 1,400.00 | $ 1,500.00 | $ 1,500.00 | $ 1,900.00 | $ 1,900.00 | $ 1,200.00 | $ 1,200.00 | $ 750.00 | $ 750.00 |
| 19 | 4030-108-D | PIPE APRON GUARDS, 24" | EACH | 1.0 | - | 1.0 | $ 1,300.00 | $ 1,300.00 | $ 1,550.00 | $ 1,550.00 | $ 1,900.00 | $ 1,900.00 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 |
| | | **SUBDRAINS** | | | | | | | | | | | | | | |
| 20 | 4040-108-A * | SUBDRAIN, TYPE SP, 6 INCH | LF | 4,132.9 | - | 4,132.9 | $ 11.50 | $ 47,528.35 | $ 13.75 | $ 56,827.38 | $ 11.00 | $ 45,461.90 | $ 15.00 | $ 61,993.50 | $ 18.00 | $ 74,392.20 |
| 21 | 4040-108-D * | SUBDRAIN OUTLET TO STRUCTURE, 6 INCH | EACH | 16.0 | - | 16.0 | $ 325.00 | $ 5,200.00 | $ 350.00 | $ 5,600.00 | $ 300.00 | $ 4,800.00 | $ 200.00 | $ 3,200.00 | $ 250.00 | $ 4,000.00 |
| 22 | 4040-108-D * | SUBDRAIN OUTLET TO DITCH, 6 INCH | EACH | 1.0 | - | 1.0 | $ 450.00 | $ 450.00 | $ 350.00 | $ 350.00 | $ 500.00 | $ 500.00 | $ 450.00 | $ 450.00 | $ 500.00 | $ 500.00 |
| 23 | 4040-108-E | STORM SEWER SERVICE STUB, TYPE S, 4 INCH | EACH | 294.0 | - | 294.0 | $ 25.00 | $ 7,350.00 | $ 32.50 | $ 9,555.00 | $ 24.00 | $ 7,056.00 | $ 25.00 | $ 7,350.00 | $ 55.00 | $ 16,170.00 |
| | | | | | | DIVISION 4 - SEWERS AND DRAINS SUBTOTAL = | $ | 116,408.35 | $ | 127,930.88 | $ | 111,700.80 | $ | 119,438.50 | $ | 163,682.20 |
| | | **DIVISION 5 - WATER MAINS AND APPURTANANCES** | | | | | | | | | | | | | | |
| | | **PIPE AND FITTINGS** | | | | | | | | | | | | | | |
| 24 | 5010-108-A-1 | WATER MAIN, TRENCHED, DUCTILE IRON, 6 INCH | LF | 1,084.3 | - | 1,084.3 | $ 70.00 | $ 75,901.00 | $ 82.50 | $ 89,454.75 | $ 91.00 | $ 98,671.30 | $ 75.00 | $ 81,322.50 | $ 110.00 | $ 119,273.00 |
| 25 | 5010-108-C-1 | FITTINGS, MJ LOCKING TEE, 6"x6"x6" | EACH | 1.0 | - | 1.0 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 | $ 900.00 | $ 900.00 | $ 1,500.00 | $ 1,500.00 | $ 950.00 | $ 950.00 |
| 26 | 5010-108-C-1 | FITTINGS, SIDETAP SLEEVE, 6 INCH | EACH | 1.0 | - | 1.0 | $ 1,000.00 | $ 1,000.00 | $ 3,300.00 | $ 3,300.00 | $ 3,100.00 | $ 3,100.00 | $ 5,000.00 | $ 5,000.00 | $ 6,000.00 | $ 6,000.00 |
| 27 | 5010-108-C-1 | FITTINGS, 45° MJ BEND, 6 INCH | EACH | 10.0 | - | 10.0 | $ 500.00 | $ 5,000.00 | $ 800.00 | $ 8,000.00 | $ 900.00 | $ 9,000.00 | $ 650.00 | $ 6,500.00 | $ 450.00 | $ 4,500.00 |
| 28 | 5010-108-C-1 | FITTINGS, 22.5° MJ BEND, 6 INCH | EACH | 4.0 | - | 4.0 | $ 500.00 | $ 2,000.00 | $ 800.00 | $ 3,200.00 | $ 650.00 | $ 2,600.00 | $ 650.00 | $ 2,600.00 | $ 500.00 | $ 2,000.00 |
| 29 | 5010-108-C-1 | FITTINGS, 90° MJ BEND, 6 INCH | EACH | 1.0 | - | 1.0 | $ 500.00 | $ 500.00 | $ 850.00 | $ 850.00 | $ 650.00 | $ 650.00 | $ 700.00 | $ 700.00 | $ 600.00 | $ 600.00 |
| 30 | 5010-108-C-1 | 6" SLEEVE COUPLING | EACH | 2.0 | - | 2.0 | $ 650.00 | $ 1,300.00 | $ 1,200.00 | $ 2,400.00 | $ 850.00 | $ 1,700.00 | $ 1,200.00 | $ 2,400.00 | $ 550.00 | $ 1,100.00 |
| 31 | 5010-108-E-1 | WATER SERVICE STUB, COPPER, 3/4-INCH | LF | 379.0 | - | 379.0 | $ 55.00 | $ 20,845.00 | $ 70.00 | $ 26,530.00 | $ 36.00 | $ 13,644.00 | $ 30.00 | $ 11,370.00 | $ 70.00 | $ 26,530.00 |
| 32 | 5010-108-E-2 | WATER SERVICE, CORPORATION, 3/4-INCH | EACH | 16.0 | - | 16.0 | $ 500.00 | $ 8,000.00 | $ 800.00 | $ 12,800.00 | $ 125.00 | $ 2,000.00 | $ 650.00 | $ 10,400.00 | $ 415.00 | 6,640.00 |
| 33 | 5010-108-E-3 | WATER SERVICE, CURB STOP AND BOX, 3/4-INCH | EACH | 16.0 | - | 16.0 | $ 500.00 | $ 8,000.00 | $ 900.00 | $ 14,400.00 | $ 250.00 | $ 4,000.00 | $ 450.00 | $ 7,200.00 | $ 455.00 | $ 7,280.00 |
| 34 | 5010-108-E-1 | WATER SERVICE CONNECTION TO EXISTING, COPPER, 1-INCH | LF | 94.0 | - | 94.0 | $ 58.00 | $ 5,452.00 | $ 75.00 | $ 7,050.00 | $ 36.00 | $ 3,384.00 | $ 75.00 | $ 7,050.00 | $ 75.00 | $ 7,050.00 |
| 35 | 5010-108-E-2 | WATER SERVICE, CORPORATION, 1-INCH | EACH | 2.0 | - | 2.0 | $ 520.00 | $ 1,040.00 | $ 900.00 | $ 1,800.00 | $ 250.00 | $ 500.00 | $ 715.00 | $ 1,430.00 | $ 480.00 | $ 960.00 |
| 36 | 5010-108-E-3 | WATER SERVICE, CURB STOP AND BOX, 1-INCH | EACH | 2.0 | - | 2.0 | $ 520.00 | $ 1,040.00 | $ 1,000.00 | $ 2,000.00 | $ 550.00 | $ 1,100.00 | $ 785.00 | $ 1,570.00 | $ 500.00 | $ 1,000.00 |
| 37 | 5010-108-H | REMOVAL OF WATER MAIN, 6" D.I.P. | LF | 180.0 | - | 180.0 | $ 20.00 | $ 3,600.00 | $ 22.50 | $ 4,050.00 | $ 19.00 | $ 3,420.00 | $ 15.00 | $ 2,700.00 | $ 20.00 | $ 3,600.00 |
| 38 | 5010-108-G | WATER MAIN ABANDON, FILL AND PLUG, 6" D.I.P. | LF | 275.0 | - | 275.0 | $ 40.00 | $ 11,000.00 | $ 22.50 | $ 6,187.50 | $ 8.00 | $ 2,200.00 | $ 15.00 | $ 4,125.00 | $ 25.00 | $ 6,875.00 |
| | | **VALVES, FIRE HYDRANTS, AND APPURTENANCES** | | | | | | | | | | | | | | |
| 39 | 5020-108-A | VALVE, MJ GATE, 6 INCH | EACH | 5.0 | - | 5.0 | $ 2,500.00 | $ 12,500.00 | $ 2,700.00 | $ 13,500.00 | $ 2,000.00 | $ 10,000.00 | $ 2,000.00 | $ 10,000.00 | $ 3,725.00 | $ 18,625.00 |
| 40 | 5020-108-C | FIRE HYDRANT ASSEMBLY | EACH | 2.0 | - | 2.0 | $ 7,000.00 | $ 14,000.00 | $ 9,500.00 | $ 19,000.00 | $ 8,000.00 | $ 16,000.00 | $ 8,400.00 | $ 16,800.00 | $ 8,525.00 | $ 17,050.00 |
| 41 | 5020-108-C | END OF MAIN HYDRANT ASSEMBLY | EACH | 1.0 | - | 1.0 | $ 2,000.00 | $ 2,000.00 | $ 9,500.00 | $ 9,500.00 | $ 8,000.00 | $ 8,000.00 | $ 7,500.00 | $ 7,500.00 | $ 7,775.00 | $ 7,775.00 |
| | | | | | | DIVISION 5 - WATER MAINS AND APPURTANANCES SUBTOTAL = | $ | 174,178.00 | $ | 225,022.25 | $ | 180,869.30 | $ | 180,167.50 | $ | 237,808.00 |
| | | **DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS** | | | | | | | | | | | | | | |
| 42 | 6010-108-A * | MANHOLE, SW-402, 60"X48" | EACH | 2.0 | - | 2.0 | $ 7,500.00 | $ 15,000.00 | $ 6,200.00 | $ 12,400.00 | $ 7,400.00 | $ 14,800.00 | $ 11,500.00 | $ 23,000.00 | $ 14,000.00 | $ 28,000.00 |
| 43 | 6010-108-B * | INTAKE, SW-501 | EACH | 10.0 | - | 10.0 | $ 5,500.00 | $ 55,000.00 | $ 4,700.00 | $ 47,000.00 | $ 6,100.00 | $ 61,000.00 | $ 4,250.00 | $ 42,500.00 | $ 6,000.00 | $ 60,000.00 |
| 44 | 6010-108-B * | INTAKE, SW-505 | EACH | 2.0 | - | 2.0 | $ 7,500.00 | $ 15,000.00 | $ 5,500.00 | $ 11,000.00 | $ 7,100.00 | $ 14,200.00 | $ 6,250.00 | $ 12,500.00 | $ 7,000.00 | $ 14,000.00 |
| 45 | 6010-108-G | CONNECTION TO EXISTING MANHOLE OR INTAKE, SUBDRAIN | EACH | 5.0 | - | 5.0 | $ 1,000.00 | $ 5,000.00 | $ 450.00 | $ 2,250.00 | $ 600.00 | $ 3,000.00 | $ 500.00 | $ 2,500.00 | $ 750.00 | $ 3,750.00 |
| 46 | 6010-108-G | CONNECTION TO EXISTING STORM SEWER, SUBDRAIN | EACH | 3.0 | - | 3.0 | $ 850.00 | $ 2,550.00 | $ 450.00 | $ 1,350.00 | $ 600.00 | $ 1,800.00 | $ 750.00 | $ 2,250.00 | $ 750.00 | $ 2,250.00 |
| 47 | 6010-108-H * | REMOVE MANHOLE AND INTAKE, STORM | EACH | 2.0 | - | 2.0 | $ 1,500.00 | $ 3,000.00 | $ 750.00 | $ 1,500.00 | $ 900.00 | $ 1,800.00 | $ 600.00 | $ 1,200.00 | $ 500.00 | $ 1,000.00 |
| | | | | | | DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS SUBTOTAL = | $ | 95,550.00 | $ | 75,500.00 | $ | 96,600.00 | $ | 83,950.00 | $ | 109,000.00 |
| | | **DIVISION 7 - STREETS AND RELATED WORK** | | | | | | | | | | | | | | |
| | | **PCC PAVEMENT** | | | | | | | | | | | | | | |
| 48 | 7010-108-E * | CURB & GUTTER, 30-INCH WIDE, 6-INCH DEPTH, PCC, C-4 | LF | 3,513.0 | - | 3,513.0 | $ 32.00 | $ 112,416.00 | $ 22.50 | $ 79,042.50 | $ 25.00 | $ 87,825.00 | $ 25.00 | $ 87,825.00 | $ 23.00 | $ 80,799.00 |
| | | **ASPHALT PAVEMENT** | | | | | | | | | | | | | $ | - |
| 49 | 7020-108-B * | PAVEMENT, HMA, 1 1/2 INCH, STANDARD TRAFFIC (ST) SURFACE, 1/2", PG58-28S, NO FRICTION | SY | 5,580.4 | - | 5,580.4 | $ 14.25 | $ 79,520.70 | $ 13.50 | $ 75,335.40 | $ 14.00 | $ 78,125.60 | $ 14.50 | $ 80,915.80 | $ 13.50 | $ 75,335.40 |
| 50 | 7020-108-B * | PAVEMENT, HMA, 1 1/2 INCH, STANDARD TRAFFIC (ST) INTERMEDIATE, 1/2", PG58-28S | SY | 5,580.4 | - | 5,580.4 | $ 14.00 | $ 78,125.60 | $ 13.35 | $ 74,498.34 | $ 14.00 | $ 78,125.60 | $ 14.35 | $ 80,078.74 | $ 13.35 | $ 74,498.34 |
| 51 | 7020-108-B * | PAVEMENT, HMA, 3 INCH, STANDARD TRAFFIC (ST) BASE, 3/4", PG58-28S | SY | 5,580.4 | - | 5,580.4 | $ 29.00 | $ 161,831.60 | $ 25.75 | $ 143,695.30 | $ 26.00 | $ 145,090.40 | $ 26.75 | $ 149,275.70 | $ 25.75 | $ 143,695.30 |
| 52 | 7020-108-I | ASPHALT PAVEMENT SAMPLES AND TESTING | LS | 1.0 | - | 1.0 | $ 10,000.00 | $ 10,000.00 | $ 1,400.00 | $ 1,400.00 | $ 1,500.00 | $ 1,500.00 | $ 1,500.00 | $ 1,500.00 | $ 1,400.00 | $ 1,400.00 |
| | | **SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS** | | | | | | | | | | | | | | |
| 53 | 7030-108-E * | PCC SIDEWALK, 4-INCH, C-4 | SY | 27.9 | - | 27.9 | $ 60.00 | $ 1,674.00 | $ 92.00 | $ 2,566.80 | $ 102.00 | $ 2,845.80 | $ 85.00 | $ 2,371.50 | $ 75.00 | $ 2,092.50 |
| 54 | 7030-108-E * | PCC SIDEWALK, 6-INCH, C-4 | SY | 3.0 | - | 3.0 | $ 200.00 | $ 600.00 | $ 305.00 | $ 915.00 | $ 339.00 | $ 1,017.00 | $ 300.00 | $ 900.00 | $ 250.00 | $ 750.00 |
| 55 | 7030-108-G * | DETECTABLE WARNINGS | SF | 8.0 | - | 8.0 | $ 100.00 | $ 800.00 | $ 43.00 | $ 344.00 | $ 47.00 | $ 376.00 | $ 52.50 | $ 420.00 | $ 50.00 | $ 400.00 |
| 56 | 7030-108-H * | DRIVEWAYS, PCC, 5-INCH, C-4 | SY | 106.4 | - | 106.4 | $ 93.00 | $ 9,895.20 | $ 55.00 | $ 5,852.00 | $ 61.00 | $ 6,490.40 | $ 90.00 | $ 9,576.00 | $ 70.00 | $ 7,448.00 |
| 57 | 7030-108-H * | DRIVEWAYS, PCC, 6-INCH, C-4 | SY | 106.6 | - | 106.6 | $ 95.00 | $ 10,127.00 | $ 56.00 | $ 5,969.60 | $ 62.00 | $ 6,609.20 | $ 100.00 | $ 10,660.00 | $ 75.00 | $ 7,995.00 |
| | | **PAVEMENT REHABILITATION** | | | | | | | | | | | | | | |
| 58 | 7040-108-H * | PAVEMENT REMOVAL | SY | 6,838.5 | - | 6,838.5 | $ 4.00 | $ 27,354.00 | $ 5.75 | $ 39,321.38 | $ 7.00 | $ 47,869.50 | $ 8.00 | $ 54,708.00 | $ 7.25 | $ 49,579.13 |
| | | | | | | DIVISION 7 - STREETS AND RELATED WORK SUBTOTAL = | $ | 492,344.10 | $ | 428,940.32 | $ | 455,874.50 | $ | 478,230.74 | $ | 443,992.67 |
| | | **DIVISION 8 - TRAFFIC CONTROL** | | | | | | | | | | | | | | |
| | | **PAVEMENT MARKINGS** | | | | | | | | | | | | | | |
| | | **TEMPORARY TRAFFIC CONTROL** | | | | | | | | | | | | | | |
| 59 | 8030-108-A * | TEMPORARY TRAFFIC CONTROL | LS | 0.7 | 0.3 | 1.0 | $ 10,000.00 | $ 10,000.00 | $ 4,000.00 | $ 4,000.00 | $ 3,250.00 | $ 3,250.00 | $ 3,500.00 | $ 3,500.00 | $ 3,000.00 | $ 3,000.00 |
| | | | | | | DIVISION 8 - TRAFFIC CONTROL SUBTOTAL = | $ | 10,000.00 | $ | 4,000.00 | $ | 3,250.00 | $ | 3,500.00 | $ | 3,000.00 |
| | | **DIVISION 9 - SITE WORK AND LANDSCAPING** | | | | | | | | | | | | | | |
| | | **SEEDING** | | | | | | | | | | | | | | |
| 60 | 9010-108-B * | HYDRAULIC SEEDING, FERTILIZING AND MULCHING - TYPE 1 | SY | 22,625.0 | 18,494.6 | 41,119.6 | $ 1.10 | $ 45,231.56 | $ 0.51 | $ 20,971.00 | $ 0.55 | $ 22,615.78 | $ 0.55 | $ 22,615.78 | $ 0.50 | $ 20,559.80 |
| 61 | 9010-108-B * | HYDRAULIC SEEDING, FERTILIZING AND MULCHING - TYPE 2 | SY | - | 20,037.8 | 20,037.8 | $ 0.90 | $ 18,034.02 | $ 0.45 | $ 9,017.01 | $ 0.50 | $ 10,018.90 | $ 0.50 | $ 10,018.90 | $ 0.50 | $ 10,018.90 |
| | | **EROSION AND SEDIMENT CONTROL** | | | | | | | | | | | | | $ | - |
| 62 | 9040-108-N-1 | SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION | LF | 2,837.0 | 2,653.0 | 5,490.0 | $ 1.70 | $ 9,333.00 | $ 1.50 | $ 8,235.00 | $ 1.75 | $ 9,607.50 | $ 1.50 | $ 8,235.00 | $ 1.50 | $ 8,235.00 |
| 63 | 9040-108-N-2 * | SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT | LF | 2,837.0 | 2,653.0 | 5,490.0 | $ 0.02 | $ 109.80 | $ 0.01 | $ 54.90 | $ 0.01 | $ 54.90 | $ 0.01 | $ 54.90 | $ 0.01 | $ 54.90 |
| 64 | 9040-108-N-3 | SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE | LF | 2,837.0 | 2,653.0 | 5,490.0 | $ 0.05 | $ 274.50 | $ 0.01 | $ 54.90 | $ 0.25 | $ 1,372.50 | $ 0.01 | $ 54.90 | $ 0.01 | $ 54.90 |
| 65 | 9040-108-E* | RECP TYPE 2 | SY | 994.0 | 9,412.0 | 10,406.0 | $ 2.20 | $ 22,893.20 | $ 0.91 | $ 9,469.46 | $ 1.00 | $ 10,406.00 | $ 0.95 | $ 9,885.70 | $ 0.90 | $ 9,365.40 |
| 66 | 9040-108-D | FILTER SOCK, 9" - INSTALLATION AND MAINTENANCE | LF | 3,100.0 | 885.0 | 3,985.0 | $ 3.00 | $ 11,955.00 | $ 1.85 | $ 7,372.25 | $ 2.00 | $ 7,970.00 | $ 2.00 | $ 7,970.00 | $ 1.75 | $ 6,973.75 |
| 67 | 9040-108-D | FILTER SOCK, 9" - REMOVAL | LF | 3,100.0 | 885.0 | 3,985.0 | $ 0.75 | $ 2,988.75 | $ 0.20 | $ 797.00 | $ 0.25 | $ 996.25 | $ 0.20 | $ 797.00 | $ 0.10 | $ 398.50 |
| 68 | 9040-108-J* | EROSION STONE | TN | 22.0 | - | 22.0 | $ 75.00 | $ 1,650.00 | $ 50.00 | $ 1,100.00 | $ 49.00 | $ 1,078.00 | $ 75.00 | $ 1,650.00 | $ 40.00 | $ 880.00 |
| 69 | 9040-108-J* | CLASS 'D' REVETMENT | TN | - | 200.0 | 200.0 | $ 80.00 | $ 16,000.00 | $ 57.50 | $ 11,500.00 | $ 56.00 | $ 11,200.00 | $ 65.00 | $ 13,000.00 | $ 60.00 | $ 12,000.00 |
| 70 | 9040-108-Q-2 | EROSION CONTROL MULCHING, HYDROMULCHING | SY | 15,000.0 | 20,000.0 | 35,000.0 | $ 0.35 | $ 12,250.00 | $ 0.29 | $ 10,150.00 | $ 0.32 | $ 11,200.00 | $ 0.30 | $ 10,500.00 | $ 0.30 | $ 10,500.00 |
| 71 | 9040-108-T-1 * | INLET PROTECTION DEVICE, DROP-IN | EACH | 18.0 | 4.0 | 22.0 | $ 450.00 | $ 9,900.00 | $ 100.00 | $ 2,200.00 | $ 111.00 | $ 2,442.00 | $ 100.00 | $ 2,200.00 | $ 80.00 | $ 1,760.00 |
| 72 | 9040-108-T-2 * | INLET PROTECTION DEVICE, MAINTENANCE | EACH | 18.0 | 4.0 | 22.0 | $ 300.00 | $ 6,600.00 | $ 10.00 | $ 220.00 | $ 11.00 | $ 242.00 | $ 10.00 | $ 220.00 | $ 1.00 | $ 22.00 |
| 73 | 9040-108-O* | STABILIZED CONSTRUCTION EXIT | LS | 0.5 | 0.5 | 1.0 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 3,000.00 | $ 3,000.00 |
| | | | | | | DIVISION 9 - SITE WORK AND LANDSCAPING SUBTOTAL = | $ | 167,219.83 | $ | 91,141.52 | $ | 94,203.83 | $ | 92,202.18 | $ | 83,823.15 |
| | | **DIVISION 11 - MISCELLANEOUS** | | | | | | | | | | | | | | |
| 74 | 11010-108-A | CONSTRUCTION SURVEY | LS | 0.8 | 0.2 | 1.0 | $ 25,000.00 | $ 25,000.00 | $ 16,000.00 | $ 16,000.00 | $ 14,500.00 | $ 14,500.00 | $ 20,000.00 | $ 20,000.00 | $ 15,000.00 | $ 15,000.00 |
| 75 | 11020-108-A | MOBILIZATION | LS | 0.8 | 0.2 | 1.0 | $ 175,000.00 | $ 175,000.00 | $ 65,000.00 | $ 65,000.00 | $ 80,000.00 | $ 80,000.00 | $ 157,500.00 | $ 157,500.00 | $ 178,500.00 | $ 178,500.00 |
| 76 | 11,050-108-A | CONCRETE WASHOUT | LS | 1.0 | - | 1.0 | $ 4,000.00 | $ 4,000.00 | $ 500.00 | $ 500.00 | $ 600.00 | $ 600.00 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 |
| 77 | SEE EST. REF. | TEMPORARY ACCESS, 6" MODIFIED SUBBASE/2" H.M.A. | SY | 354.4 | - | 354.4 | $ 67.00 | $ 23,744.80 | $ 40.00 | $ 14,176.00 | $ 50.00 | $ 17,720.00 | $ 25.00 | $ 8,860.00 | $ 40.00 | $ 14,176.00 |
| | | | | | | DIVISION 11 - MISCELLANEOUS SUBTOTAL = | $ | 227,744.80 | $ | 95,676.00 | $ | 112,820.00 | $ | 187,360.00 | $ | 208,676.00 |
| | | **DIVISION II - SANITARY SEWER** | | | | | | | | | | | | | | |
| | | **DIVISION 4 - SEWERS AND DRAINS** | | | | | | | | | | | | | | |
| | | **SANITARY SEWERS** | | | | | | | | | | | | | | |
| 78 | 4010-108-A * | SANITARY SEWER, TRENCHED, TRUSS, 8 INCH | LF | 1,162.9 | - | 1,162.9 | $ 85.00 | $ 98,846.50 | $ 60.00 | $ 69,774.00 | $ 76.00 | $ 88,380.40 | $ 75.00 | $ 87,217.50 | $ 100.00 | $ 116,290.00 |
| 79 | 4010-108-E * | SANITARY SEWER SERVICE STUB, SDR 23.5, 6 INCH | LF | 505.5 | - | 505.5 | $ 60.00 | $ 30,330.00 | $ 110.00 | $ 55,605.00 | $ 71.00 | $ 35,890.50 | $ 80.00 | $ 40,440.00 | $ 75.00 | $ 37,912.50 |
| 80 | 6010-108-G | CONNECTION TO EXSITING MANHOLE, SANITARY 8" TRUSS | LF | 1.0 | - | 1.0 | $ 2,500.00 | $ 2,500.00 | $ 1,000.00 | $ 1,000.00 | $ 500.00 | $ 500.00 | $ 2,000.00 | $ 2,000.00 | $ 750.00 | $ 750.00 |
| | | | | | | DIVISION 4 - SEWERS AND DRAINS SUBTOTAL = | $ | 131,676.50 | $ | 126,379.00 | $ | 124,770.90 | $ | 129,657.50 | $ | 154,952.50 |
| | | **DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS** | | | | | | | | | | | | | | |
| 81 | 6010-108-A * | MANHOLE, SW-301, 48" | EACH | 7.0 | - | 7.0 | $ 5,500.00 | $ 38,500.00 | $ 5,250.00 | $ 36,750.00 | $ 5,900.00 | $ 41,300.00 | $ 7,500.00 | $ 52,500.00 | $ 9,000.00 | $ 63,000.00 |
| 82 | 6010-108-E * | MANHOLE ADJUSTMENT, MINOR, SANITARY | EACH | 2.0 | - | 2.0 | $ 2,900.00 | $ 5,800.00 | $ 2,250.00 | $ 4,500.00 | $ 1,600.00 | $ 3,200.00 | $ 2,000.00 | $ 4,000.00 | $ 3,000.00 | $ 6,000.00 |
| | | | | | | DIVISION6 - STRUCTURES FOR SANITARY AND STORM SEWERS SUBTOTAL = | $ | 44,300.00 | $ | 41,250.00 | $ | 44,500.00 | $ | 56,500.00 | $ | 69,000.00 |
| | | | | | | **DIV. I - TOTAL =** | **$** | **1,797,829.78** | **$** | **1,439,568.68** | **$** | **1,466,074.58** | **$** | **1,646,613.55** | **$** | **1,655,746.11** |
| | | | | | | **DIV. II - TOTAL =** | **$** | **175,976.50** | **$** | **167,629.00** | **$** | **169,270.90** | **$** | **186,157.50** | **$** | **223,952.50** |
| | | | | | | **TOTAL BID - DIV. I + DIV. II =** | **$** | **1,973,806.28** | **$** | **1,607,197.68** | **$** | **1,635,345.48** | **$** | **1,832,771.05** | **$** | **1,879,698.61** |

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**

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

**MEETING DATE**

April 20, 2026

**AGENDA ITEM TITLE**

Motion to receive and file Historic Preservation Commission minutes of November and December of 2025, and January and February of 2026.

**RECOMMENDED COUNCIL ACTION**

Approval

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

**ATTACHMENTS**

1. Historic Minutes 11-18-25
2. Historic Minutes 12-16-25

3. Historic Minutes 1-20-26
4. Historic Minutes 2-17-26

**WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES**
**REGULAR MEETING – November 18, 2025– 4:30 P.M.**
**The meeting was held in the Mollenhoff Room at City Hall**

Vice-Chairperson Hottle called the regular meeting of the City of Waterloo Historic Preservation Commission to order at 4:31 p.m.

Commission Members present were: Hector Salamanca Arroyo, Jared Hottle, Ed Ottesen, and Colleen Weliver.

Commission Members present electronically were: Nick Hedrick and Matthew Gilbert

Commission Member(s) absent were: Ivan Valtchev and Terry Stevens

Others present were: Joseph Geilman- Planning Staff, Ed Gallagher- Grout Museum, Donald Herod- applicant

***Approval of Agenda***

***Motion made by Salamanca Arroyo and seconded by Weliver to approve the agenda of the November 18, 2025 regular meeting.***

***Approval of Minutes***

***Motion made by Salamanca Arroyo and seconded by Ottesen approve the minutes of the October 21, 2025 regular meeting. Motion carried unanimously.***

***Oral Presentations***

No Report

***Hearings***

1. Request by Donald Herod for a Certificate of Appropriateness to add a ridge vent and re-shingle the garage with shingles similar to the house roof shingles, located at 111 Highland Blvd.

Donald Herod, 111 Highland Blvd, explained the request and what he wanted to do to fix the roof of the garage. Hottle questioned what the ridge vent looks like. An example photo was pulled up on the projector screen.

Herod questioned what the required timeframe was. Geilman explained that the Certificate of Appropriateness was good for a year before it expired if no work was done, and a building permit was typically good for 6 months according to his understanding.

Weliver noted that she drives by this house a lot and has never even seen this garage from the road.

***It was moved by Hedrick and seconded by Salamanca Arroyo to approve the request by Donald Herod for a Certificate of Appropriateness to add a ridge vent and re-shingle the***

***garage with shingles similar to the house roof shingles, located at 111 Highland Blvd. The motion passed unanimously.***

***Building/ Project Consultation***

No Consultations

***Reports***

1. **Main Street**

Ottesen noted that there was a design review for the American legion building, which was approved. They will be replacing the tiled roof with a composite that looks similar to the existing tiles. Outdoor seating for Broken Record was approved for the upcoming year. A UNI banner was also approved.

2. **Silos and Smokestacks**

No Report

3. **Grout Museum**

Gallagher noted that the Imaginarium is being torn down. Some of the exhibits will move to the main building, while others will be auctioned off. There is a focus on veterans this month. The museum had a program on Veterans Day, and that they showed the movie of the five Sullivans on the day their ship sank. There are some events coming up that can be found on the website.

Ottesen questioned if they had the architectural drawings of the Imaginarium to keep and archive. Gallagher stated that he was not sure but could check. He also noted that they were also victims of the copper theft that has been happening around town recently.

4. **Highland Neighborhood**

Hedrick and Weliver noted that there was a vote on the neighborhood-wide Christmas decorations, and Christmas Wreaths were put up in the neighborhood.

5. **Walnut Neighborhood**

It was noted that the church in the neighborhood has had its windows smashed.

***Discussion Items/Possible Action Items***

1. **Dunsmore House**

No discussion

2. **Collaborations**

No discussion

3. **City-Owned Properties**

No discussion

## 4. Goals and Action Plan

No discussion

***Discussion Items***

Hottle noted that he has been working with a group on the Battery building, and that they will be asking the city to make emergency repairs to it since the city owns it. Hottle noted that this could potentially be a good project to give support to, if the rest of the commission agrees as the commission has had discussions about the city taking a more active role in preserving historic building while they are trying to find buyers. Hedrick stated that he could draft a letter of support and send it around to the commission. Ottesen also stated that the Main Street design council may be able to write a letter as well.

Congratulations were given to Salamanca Arroyo for winning the election to become a City Council Member.

## Adjournment

***Motion made by Hedrick and seconded by Salamanca Arroyo to adjourn the meeting at 4:53 p.m. Motion carried unanimously.***

Respectfully submitted,



Joseph Geilman
Planner I

**WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES**
**REGULAR MEETING – December 16, 2025– 4:30 P.M.**
**The meeting was held in the Mollenhoff Room at City Hall**

Chairperson Hedrick called the regular meeting of the City of Waterloo Historic Preservation Commission to order at 4:31 p.m.

Commission Members present were: Jared Hottle, Ed Ottesen, and Nick Hedrick.

Commission Members present electronically were: Matthew Gilbert

Commission Member(s) absent were: Colleen Weliver, Ivan Valtchev and Terry Stevens

Others present were: Joseph Geilman- Planning Staff, and 2 members of the public

***Approval of Agenda***

***Motion made by Hottle and seconded by Ottesen to approve the agenda of the December 16, 2025 regular meeting.***

***Approval of Minutes***

***Motion made by Hottle and seconded by Ottesen to approve the minutes of the November 18, 2025 regular meeting. Motion carried unanimously.***

***Oral Presentations***

No Report

***Hearings***

1. Request by Elias Escobedo and Lisset Rodriques Escobedo for a Certificate of Appropriateness to replace wood shake siding with Cedar Valley Shingle Panels on the house at 123 Alta Vista Avenue.

Elias Escobedo, 123 Alta Vista Ave, explained that they are working with Pinecrest LLC to replace the siding on the house in certain locations. This is the same company that did the siding for two other houses in the neighborhood earlier this year. They are also very eager to start the work as quickly as possible.

Hottle questioned if the product was shingles or panels. The physical sample was passed around, and Escobedo explained that the shingles are placed on a panel at the factory, which makes installation easier and faster. The commissioners noted that this product had been approved before. Escobedo noted that they are going with unfinished shake panels so they can finish them in the spring. The commissioners had a discussion about how this is a good solution to fix the siding on the house. It was clarified that the side of the house with the plastic wrap showing would be getting the new siding, as well as the places where the shingles were in poor condition. It was noted that the lower back part of the house facing the alley would remain vinyl siding.

***It was moved by Ottesen and seconded by Hottle to approve the request by Elias Escobedo and***

***Lisset Rodriques Escobedo for a Certificate of Appropriateness to replace wood shake siding with Cedar Valley Shingle Panels on the house at 123 Alta Vista Avenue. The motion passed unanimously.***

***Building/ Project Consultation***

No Consultations

***Reports***

1. **Main Street**

Ottesen noted that there were 2 projects approved, one for an informational parking sign, and the other was for vinyl window signs. Other items went before the design review council, but were tabled. He also noted that Main Street did hire a new event coordinator that will be starting soon.

2. **Silos and Smokestacks**

No Report

3. **Grout Museum**

Hedrick noted that the Grout has an underwear exhibit currently.

4. **Highland Neighborhood**

Hedrick stated that they got a very expensive bid back to repaint the light posts. The neighborhood Christmas party was well attended.

5. **Walnut Neighborhood**

It was noted that the house on Almond Street just went on the market.

***Discussion Items/Possible Action Items***

1. **Dunsmore House**

No discussion

**2. Collaborations**

No discussion

**3. City-Owned Properties**

It was noted that the emergency repairs and the development agreement for the battery building was approved at the last council meeting.

**4. Goals and Action Plan**

No discussion

***Discussion Items***

Geilman noted that Hector Salamanca-Arroyo turned in his resignation letter the day before the meeting, so there are now 7 commission members.

**Adjournment**

***Motion made by Hottle and seconded by Ottesen to adjourn the meeting at 4:49 p.m. Motion carried unanimously.***

Respectfully submitted,



Joseph Geilman
Planner I

**WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES**
**REGULAR MEETING – January 20, 2026– 4:30 P.M.**
**The meeting was held in the First Floor Conference Room at City Hall**

Chairperson Hedrick called the regular meeting of the City of Waterloo Historic Preservation Commission to order at 4:35 p.m.

Commission Members present were: Jared Hottle, Ed Ottesen, Cole Weliver and Nick Hedrick.

Commission Members present electronically were:

Commission Member(s) absent were: Mathew Gilbert, Ivan Valtchev and Terry Stevens

Others present were: Joseph Geilman and Noel Anderson- Planning Staff, and 6 members of the public

***Approval of Agenda***

***Motion made by Hottle and seconded by Weliver to approve the agenda of the January 20, 2026 regular meeting.***

***Approval of Minutes***

***Motion made by Ottesen and seconded by Hottle to approve the minutes of the December 16, 2025 regular meeting. Motion carried unanimously.***

***Selection of Chair and Vicechair for 2026***

***It was moved by Hottle and seconded by Weliver to renominate Hedrick as Chair and Hottle as Vicechair. The motion passed unanimously.***

***Oral Presentations***

No Report

***Hearings***

1. Request by James and Barbara Reidy for a Certificate of Appropriateness to replace 2 windows on the first floor of the house at 262 Alta Vista Avenue.

James Reidy explained that they are requesting to replace 2 windows at the back of the house. All other windows on the house were redone decades ago. The new windows will match all the other windows on the house.

Hedrick questioned what the material of the new windows is. Reidy responded that they are vinyl, which is what the rest of the windows on the house are. It was discussed that these windows are on the west side of the house, where they cannot be seen from either street. It was also brought up that it is probably fine to approve these windows as the rest of the windows on the house are already vinyl.

***It was moved by Hottle and seconded by Weliver to approve the request by James and Barbara Reidy for a Certificate of Appropriateness to replace 2 windows on the first floor of the house at 262 Alta Vista Avenue. The motion passed unanimously.***

2. Request by Eric Grover for a Certificate of Economic Hardship for the demolition of a fire damaged "A" rated structure located at 1109 Logan Avenue.

Geilman noted that the applicant was not present, and that he hadn't been able to get in contact with him since he turned in the application.

***It was moved by Hottle and seconded by Ottesen to table the request by Eric Grover for a Certificate of Economic Hardship for the demolition of a fire damaged "A" rated structure located at 1109 Logan Avenue until the applicant would be at the meeting. The motion was approved unanimously.***

3. Request by Timothy Luce, on behalf of C&S Properties, L.C. for a Certificate of Economic Hardship to demolish the "A" rated house, and garage, at 911 South Street.

Timothy Luce explained the request. Mr. Cooley, owner of C&S Car Company has been receiving pressure for car companies to have different buildings for each company. The properties, after the structures are demolished, will be used for the car company. Luce also noted that the house hasn't been used for the appraisal business there previously for over 20 years.

Noel Anderson noted that there have been discussions with IDOT about vacating 7th Street. Luce noted that there are holes in the roof, and animals have been coming in and out. Hottle noted that it is unfortunate that the building was allowed to fall into this state, but that it was done by a private individual, so the city really couldn't do anything about it. Ottesen noted that it is a painful thing to have to demolish this building, but didn't place blame on the applicant as it was done before they acquired the property.

***It was moved by Hottle and seconded by Weliver to approve the request by Timothy Luce, on behalf of C&S Properties, L.C. for a Certificate of Economic Hardship to demolish the "A" rated house, and garage, at 911 South Street. The motion was approved unanimously.***

4. Request by 205 E. 4th LLC to locally designate 501 Sycamore Street.

Alexa McDowell explained the request to designate the Blacks building. She clarified that the request is to designate the whole building. McDowell explained some of the history of the building and changes made to it. McDowell stated that the local designation will make the entire project eligible for state historic tax credits. The commission agreed that they are all in support of this request.

***It was moved by Ottesen and seconded by Hottle to approve the request by 205 E. 4th LLC to locally designate 501 Sycamore Street. The motion was approved unanimously.***

5. Approval of 2026 Action Plan

Geilman questioned the commission if they wanted to keep the items related to school arts project, as nothing had happened with that for the past couple years. The commission agreed that

it should be removed from the action plan.

***It was moved by Hottle and seconded by Welliver to approve the 2026 Action Plan as amended. The motion passed unanimously.***

6. Approval of 2025 CLG Annual Report

Geilman questioned if Ottesen went to any trainings during 2025. Ottesen replied that he had been to a training and would send the details the next day to add it to the report.

***It was moved by Hottle and seconded by Ottesen to approve the 2025 CLG Annual Report with the addition of Ottesen's training. The motion passed unanimously.***

***Building/ Project Consultation***

No Consultations

***Reports***

1. **Main Street**

Ottesen noted that there were a couple of different sign approvals. Some locations are getting historic signage. The local cash mob event is on the 27th, and the soup-port local event is on February 7th. It was also noted that Main Street does want to combine for the tour and awards banquet again this year.

2. **Silos and Smokestacks**

It was noted that Candy Streed will be the new director of Silos and Smokestacks.

3. **Grout Museum**

Gallagher noted that the Grout museum still has the underwear exhibit. There will be movies at the end of February. More events can be found on the museum's webpage. Some of the exhibits from the Imaginarium have been sold, and there will be events on reimagining the Imaginarium.

4. **Highland Neighborhood**

Hedrick and Weliver noted that the neighborhood will be going out for a grant for the street lighting project. Hedrick also questioned staff why they have to maintain the streetlights and why the alleys are not plowed by the city. Geilman replied that he would look into it.

5. **Walnut Neighborhood**

No discussion

***Discussion Items/Possible Action Items***

1. **Dunsmore House**

No discussion

**2. Collaborations**

No discussion

**3. City-Owned Properties**

No discussion

**4. Goals and Action Plan**

No discussion

***Discussion Items***

No discussion

**Adjournment**

***Motion made by Ottesen and seconded by Hottle to adjourn the meeting at 5:19 p.m. Motion carried unanimously.***

Respectfully submitted,

Joseph Geilman
Planner I

**WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES**
**REGULAR MEETING – February 17, 2026– 4:30 P.M.**
**The meeting was held in the First Floor Conference Room at City Hall**

Chairperson Hedrick called the regular meeting of the City of Waterloo Historic Preservation Commission to order at 4:30 p.m.

Commission Members present were: Jared Hottle, Ed Ottesen, Cole Weliver, Ivan Valtchev and Alexander Hottle.

Commission Members present electronically were: Nick Hedrick

Commission Member(s) absent were: Terry Stevens

Others present were: Joseph Geilman- Planning Staff, Ed Gallagher- Grout Museum, and Hector Salamanca Arroyo- City Council Liaison

***Approval of Agenda***

***Motion made by J. Hottle and seconded by Ottesen to approve the agenda of the February 17, 2026 regular meeting.***

***Approval of Minutes***

***Motion made by J. Hottle and seconded by Weliver to approve the minutes of the January 20, 2026 regular meeting. Motion carried unanimously.***

***Oral Presentations***

No Report

***Hearings***

1. Endangered Properties List 2026

The commission discussed the Endangered Properties List from last year. The commission discussed the state of the projects happening with some of the buildings. The commission decided that 722 Water Street and the Blacks Building could be removed from the list, as their projects are far enough along that they don't need to be on the list. It was discussed that 415 Walnut Street should be added back onto the list as it is not in good shape and no one is sure what will happen with it.

***It was moved by J. Hottle and seconded by Ottesen to approve the following properties for the Endangered Properties List 2026: Courier Buildings at 503 Commercial St., Mt. Moriah Baptist Church at 633 Walnut St., 429 Clay Street, 212 Sycamore Street, 217-221 W 5th St, 626/628 Park Avenue, the YMCA Building at 10 W 4th St., Rath Administration Building at 1515 Sycamore St., the Dunsmore House at 902 Logan Avenue, and 415 Walnut Street. The motion passed unanimously.***

***Building/ Project Consultation***

No Consultations

***Reports***

1. **Main Street**

Ottesen noted that at the design review, there were some sign changes that were approved. Main Street's 30th anniversary is coming up. The cash mob is coming up on the 24th. Main Street is looking for Flower sponsorship along Main Street. A link to sponsor a flower box can be found on the website. Main Street is also working on their 2026 smart goals. They would like to work with the Historic Commission to develop a goal that relates to historic preservation. There is a Tour de Loo planning meeting will be on the 25th at noon at the Main Street Office.

2. **Silos and Smokestacks**

No discussion

3. **Grout Museum**

Gallagher noted that the Pearl Harbor program they had was well received. There is a DVD of the program for sale. On the 28th there will be a film festival emphasizing inclusiveness.

4. **Highland Neighborhood**

Hedrick and Weliver noted they are still working on street light repair and painting them. Some of the neighborhood had a meeting with the street department and were told that there was nothing the street department would do.

5. **Walnut Neighborhood**

Valtchev noted that park action team has found a location for the park and has raised some money already. He also noted that a grocery store is a need for this neighborhood.

***Discussion Items/Possible Action Items***

1. **2026 HPC Awards Banquet**

Geilman noted that he will be working with Agnes to get the nomination form live on the City website. He also noted that he will reach out to the Grout to get the banquet on their calendar.

2. **Dunsmore House**

No discussion

3. **Collaborations**

It was discussed whether someone should reach out to the library to see if they would like to do a seminar this year. Nothing was decided.

## 4. City-Owned Properties

No discussion

## 5. Goals and Action Plan

No discussion

***Discussion Items***

Commissioners introduced themselves as it was Alexander Hottle's first meeting as a commissioner on the Historic Preservation Commission.

**Adjournment**

***Motion made by Valtchev and seconded by Weliver to adjourn the meeting at 5:15 p.m. Motion carried unanimously.***

Respectfully submitted,



Joseph Geilman
Planner I

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**

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

**MEETING DATE**

April 20, 2026

**AGENDA ITEM TITLE**

Motion to receive and file Planning, Programming, and Zoning Commission minutes of November and December of 2025, and January and February of 2026.

**RECOMMENDED COUNCIL ACTION**

Approval

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

**ATTACHMENTS**

1. November 12, 2025
2. December 9, 2025

3. January 13, 2026
4. February 10, 2026

*MINUTES*
**CITY OF WATERLOO, IOWA**
**PLANNING, PROGRAMMING, AND ZONING COMMISSION**
**REGULAR MEETING - 4:00 P.M. NOVEMBER 12, 2025**

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Leistikow at 4:00 p.m. via Zoom and in person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Cody Leistikow, Kristen Schaeder, Phillip Shark, Jessica Rucker, Eric Poe, and Scott Voigt.

Members present electronically were: Eric Donat.

Members absent were: Janelle Ewing and Brandon Schoborg.

Others present were: Aric Schroeder, Adarsh Tummala, Joseph Geilman, and John Dornoff – Planning Department; Jamie Knutson – City Engineer; and 2 citizens.

Others present electronically: Rob Nichols – City Council Liaison.

I. Approval of the Agenda

***It was moved by Rucker and seconded by Poe to approve the agenda. Motion carried unanimously.***

II. Approval of the Minutes from the regular meeting on October 14, 2025.

***It was moved by Poe and seconded by Schaefer to approve the minutes of the October 14, 2025, meeting. Motion carried unanimously.***

III. Oral Presentations

There were no Oral Presentations.

IV. New Business

A. Hearings – Rezones/Site Plan Amendments

1. Request by the City of Waterloo to rezone approximately 0.33 acres from "C-1, C-Z" Conditional Zoning District to "R-2" One and Two Family Residence District located at 541 Albany Street.

***It was moved by Rucker and seconded by Shirk to receive and place on file the statement of verification at 4:02 p.m. Motion carried unanimously, and Leistikow declared the hearing open.***

Dornoff read the staff report recommending approval of the request.

There were no comments on this request.

***It was moved by Voigt, seconded by Shirk, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:06 p.m.***

***It was moved by Schaefer and seconded by Donat to recommend approval of a request by the City of Waterloo to rezone approximately 0.33 acres from "C-1, C-Z" Conditional Zoning District to "R-2" One and Two Family Residence District located at 541 Albany Street. Motion carried unanimously.***

2. Request by Luke and Megan Finley to rezone approximately 1.18 acres from "A-1" Agricultural District to "R-1" One and Two Family Residence District located east of 930 East Orange Road.

***It was moved by Shirk and seconded by Poe to receive and place on file the statement of verification at 4:07 p.m. Motion carried unanimously, and Leistikow declared the hearing open.***

Geilman read the staff report recommending approval of the request.

Leistikow asked what protections are in place to ensure that the house is not built in the floodable area which Geilman stated that when they apply for a building permit, one of the items looked at is if it is in the floodplain, but Geilman did not see any issues, as the floodplain only covers a very small portion of the property.

Luke Finley, 1140 300th Street, Ryan, Iowa, stated that he and his wife are looking to rezone this little over an acre to build a house and plan to be on the higher portion of the property, so the floodplain should not be an issue.

***It was moved by Rucker, seconded by Shirk, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:15 p.m.***

***It was moved by Poe and seconded by Shirk to recommend approval of a request Luke and Megan Finley to rezone approximately 1.18 acres from "A-1" Agricultural District to "R-1" One and Two Family Residence District located east of 930 East Orange Road. Motion carried unanimously.***

B. Vacates

1. Request by Advanced Heat Treat to vacate approximately 650 square feet of Sewer and Utility Easement in the "M-1" Light Industrial District located at 2839 Burton Avenue.

Tummala read the staff report recommending approval of the request with the following condition: that a new easement is dedicated where needed for the relocated utilities.

Schaefer stated she did not have a question but appreciated the update from staff.

Poe asked what would be the next steps if POS did not give written consent, to which Schroeder responded that if they could not work things out with the abutting property owner or MidAmerican, then the vacate could not proceed.

***It was moved by Rucker and seconded by Shirk to recommend approval of a request by Advanced Heat Treat to vacate approximately 650 square feet of Sewer and Utility Easement in the "M-1" Light Industrial District located at 2839 Burton Avenue. Motion carried unanimously.***

V. Discussion

The next meeting of the Planning, Programming, and Zoning Commission will be held on December 9, 2025.

VI. Adjournment

***It was moved by Shirk and seconded by Voigt to adjourn the meeting at 4:23 pm. Motion carried unanimously.***

Respectfully submitted,



John Dornoff,
Planner II

*MINUTES*
**CITY OF WATERLOO, IOWA**
**PLANNING, PROGRAMMING, AND ZONING COMMISSION**
**REGULAR MEETING - 4:00 P.M. DECEMBER 9, 2025**

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Leistikow at 4:00 p.m. via Zoom and in person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Cody Leistikow, Janelle Ewing, Brandon Schoborg, Kristen Schaeder, Phillip Shark, Jessica Rucker, Eric Poe, and Scott Voigt.

Members present electronically were: Eric Donat.

Members absent were: none.

Others present were: Aric Schroeder, Adarsh Tummala, Joseph Geilman, and John Dornoff – Planning Department; Jamie Knutson – City Engineer; Rob Nichols – City Council Liaison, and 4 citizens.

Others present electronically: Rob Nichols – City Council Liaison.

I. Approval of the Agenda

***It was moved by Rucker and seconded by Schoborg to approve the agenda. Motion carried unanimously.***

II. Approval of the Minutes from the regular meeting on November 12, 2025.

***It was moved by Schoborg and seconded by Shirk to approve the minutes of the November 12, 2025, meeting. Motion carried unanimously.***

III. Oral Presentations

There were no Oral Presentations.

IV. New Business

A. Hearings – Site Plan Amendments/Rezones

1. Request by RNK Properties, LLC for a Site Plan Amendment for a 12,000 square foot industrial building and a 12,000 square foot phase 2 addition located in the "M-2,P" Planned Industrial District located northeast of 4050 Leversee Road.

***It was moved by Ewing and seconded by Schoborg to receive and place on file the statement of verification at 4:01 p.m. Motion carried unanimously, and Leistikow declared the hearing open.***

Tummala read the staff report recommending approval of the request with the following conditions: 1) That the site plan is updated to change the gravel areas in the front yard to be landscaped and a dust free surface such as seal coat or treated with a oil emulsion; and 2) That the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc

Schroeder noted there was a change in the 1st condition after further review with the applicant of their needs, so long as it's a dust-free surface, and put some landscaping down, and that the site is in the middle of the industrial park so not a high-visibility spot.

Nick Brewer, 12643 W Avenue, Cedar Falls, representing the applicant, clarified that there is an intention to use a compacted or recycled asphalt and that area will not be used for parking but to unload equipment that would damage the concrete.

***It was moved by Ewing, seconded by Shirk, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:06 p.m.***

***It was moved by Schoborg and seconded by Poe to recommend approval of a request RNK Properties, LLC for a Site Plan Amendment for a 12,000 square foot industrial building and a 12,000 square foot phase 2 addition located in the "M-2,P" Planned Industrial District located northeast of 4050 Leversee Road with the following conditions: 1) that the site plan is updated to show the gravel areas in the front yard to be landscaped and dust free surface such as seal coat or treated with an oil emulsion; 2) That the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc. Motion carried unanimously.***

2. Request by the City of Waterloo to rezone approximately 4.86 acres from "R-3" Multiple Residence District to "R-1,R-P" Planned Residence District located at 310 Upland Drive.

***It was moved by Rucker and seconded by Donat to receive and place on file the statement of verification at 4:13 p.m. Motion carried unanimously, and Leistikow declared the hearing open.***

Dornoff read the staff report recommending tabling of the request, as staff have received a request to keep a portion of the property R-3 for expansion of the memory care home at the north end of Fairway Lane, and staff is looking to get more public input from the neighbors and the general public.

Shirk asked for clarification that these are just preliminary designs to get a developer, noting that Option 1 may cost more and may not provide enough benefit to justify the cost, and if the city is responsible for fixing up Fairway Lane, which is a private road, when this area is developed.

Knutson stated that the two options that the Commission received today were just looked at this morning, and the hope is to get the property owners along Fairway Lane to allow the road to become public, and noted that staff have received many calls over the years about the condition of the street. Knutson noted that they have come up with a dozen different options, but these are the two that have been settled on to have the public give their thoughts on them but these two allow for the most lots to meet the zoning requirements.

Shirk asked about the easement on the east side of the property, to which Knutson stated that it was a 60-foot access easement to allow for access to the nursing home and the street.

Schroeder noted that this is dependent on the property owners along Fairway Lane wanting the city to turn the street into a public street.

Shirk asked at what point the city requires the owners of a private road to fix it, to which Knutson responded that the city does not require a private street to be maintained just like a driveway, and Schroeder adds with a private road the road is used for various public services such as emergency access, mail, garbage and if it degrades to the point that those entities will no longer consider it a viable road then they will lose those basic services.

Leistikow asked if a cul-de-sac was considered, to which Shirk noted that they are very inefficient, and Schroeder responded that a cul-de-sac would be an option, but also noted that they are very inefficient, especially in this odd triangle area, but it would be more likely that the city would do a loop street.

Leistikow questioned the lots along US Highway 63 and whether a sound wall would be needed, to which Knutson responded that the Iowa Department of Transportation installs soundwalls if homes are there when a highway is constructed, but since the highway is already there, they will not, and soundwalls are expensive to build and maintain and since the highway is there anyone purchasing the homes would know of its presence.

Keith Smith, 2130 Casper, stated that his property does extend to Fairway Lane and his questions have been answered, and also stated that he and his wife would be more than willing to donate the land to the city if the street is redeveloped into a public street. Smith further stated that he talked to his neighbors and considers Birdie Cottage to be good neighbors and would like to see the corner stay zoned "R-3" so that they could expand, to which Leistikow responded that the information is valuable.

Schroeder noted that the staff have had conversations with Birdie Cottage and discussed what the next steps will be and what some of the options could be for the area.

***It was moved by Shirk, seconded by Poe, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:29 p.m.***

***It was moved by Poe and seconded by Rucker to table the request by the City of Waterloo to rezone approximately 4.86 acres from "R-3" Multiple Residence District to "R-1,R-P" Planned Residence District located at 310 Upland Drive. Motion carried unanimously.***

V. Discussion

The next meeting of the Planning, Programming, and Zoning Commission will be held on January 13, 2026

VI. Election of Chairperson and Vice-Chairperson for the period ending December 31, 2026

***It was moved by Shirk and seconded by Rucker to nominate Cody Leistikow as Chairperson. Motion carried unanimously.***

***It was moved by Donat and seconded by Leistikow to nominate Eric Donat as Vice-Chairperson. Motion carried unanimously.***

VII. Adjournment

***It was moved by Ewing and seconded by Shirk to adjourn the meeting at 4:34 pm. Motion carried unanimously.***

Respectfully submitted,

John Dornoff,
Planner II

*MINUTES*
**CITY OF WATERLOO, IOWA**
**PLANNING, PROGRAMMING, AND ZONING COMMISSION**
**REGULAR MEETING - 4:00 P.M. JANUARY 13, 2026**

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Leistikow at 4:00 p.m. via Zoom and in person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Cody Leistikow, Janelle Ewing, Brandon Schoborg, Kristen Schaeder, Phillip Shirk, Jessica Rucker, Eric Poe, and Eric Donat.

Members absent were: Scott Voigt.

Others present were: Adarsh Tummala, Joseph Geilman, and John Dornoff – Planning Department; Jamie Knutson – City Engineer; and 2 citizens.

I. Approval of the Agenda

***It was moved by Donat and seconded by Shirk to approve the amended agenda, changing the square footage of item C-3 to 74,404. Motion carried unanimously.***

II. Approval of the Minutes from the regular meeting on December 9, 2025.

***It was moved by Schoborg and seconded by Rucker to approve the minutes of the December 9, 2025, meeting. Motion carried unanimously.***

III. Oral Presentations

There were no Oral Presentations.

IV. New Business

A. Hearings – Site Plan Amendments/Rezones

1. Request by Zydeco Investments LLC for a Site Plan Amendment to allow for up to 200,000 square feet of phase 2 and phase 3 expansions in the "M-2,P" Planned Industrial District located at 4050 Leversee Road.

***It was moved by Donat and seconded by Ewing to receive and place on file the statement of verification at 4:01 p.m. Motion carried unanimously, and Leistikow declared the hearing open.***

Tummala read the staff report recommending approval of the request with the following conditions: 1) a drainage easement being required to be dedicated at the time of development and shown in the site plan; and 2) that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc.

Nick Tyler, Saint Martin Land Company aka Zydeco Investments, LLC, stated that the complex was originally built in 2021 and now ready to nearly double it.

***It was moved by Schoborg, seconded by Shirk, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:10 p.m.***

***It was moved by Schoborg and seconded by Donat to recommend approval of a request by Zydeco Investments LLC for a Site Plan Amendment to allow for up to 200,000 square feet of phase 2 and phase 3 expansions in the "M-2,P" Planned Industrial District located at 4050 Leversee Road with the following conditions: 1) a drainage easement being required to be dedicated at the time of development and shown the site plan; and 2) that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc. Motion carried unanimously.***

B. Special Permits

1. Request by Matt Bohlen on behalf of PCI for a Special Permit to allow for a rubble fill site in the "M-2" Heavy Industrial District located East of 3328-3488 Wagner Road.

Dornoff read the staff report recommending approval of the request with the following condition: that there be no fill added to the floodway.

Schoborg asked what the rubble fill site looks like once it is filled in, to which Dornoff responded that they will top it off with soil, and it will be even with the surrounding land.

Leistikow asked if there would be any asbestos in the material, to which Dornoff responded that it would need to be mitigated beforehand.

***It was moved by Schoborg and seconded by Shirk to recommend approval of a request by Matt Bohlen on behalf of PCI for a Special Permit to allow for a rubble fill site in the "M-2" Heavy Industrial District located East of 3328-3488 Wagner Road. Motion carried unanimously.***

C. Hearings – Rezones

1. Request by C&S Properties to rezone approximately 0.49 acres from "R-4" Multiple Residence District to "C-2" Commercial District located at 911 South Street and 519 West 7th Street.

***It was moved by Donat and seconded by Ewing to receive and place on file the statement of verification at 4:01 p.m. Motion carried unanimously, and Leistikow declared the hearing open.***

Geilman read the staff report recommending approval of the request with the following conditions: that all vehicular use areas be properly hard-surfaced before used to park vehicles.

***It was moved by Schoborg, seconded by Shirk, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:10 p.m.***

***It was moved by Schoborg and seconded by Donat to recommend approval of a request by Zydeco Investments LLC for a Site Plan Amendment to allow for up to 200,000 square feet of phase 2 and phase 3 expansions in the "M-2,P" Planned Industrial District located at 4050 Leversee Road with the following conditions: 1) a drainage easement being required to be dedicated at the time of development and shown the site plan; and 2) that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc. Motion carried unanimously.***

2. Request by the City of Waterloo to rezone approximately 1.25 acres from "M-1" Light Industrial District to "B-P" Business Park District located south of US Highway 218 and east of Black Hawk Creek, at the easterly dead end of Falls Avenue.

***It was moved by Donat and seconded by Ewing to receive and place on file the statement of verification at 4:01 p.m. Motion carried unanimously, and Leistikow declared the hearing open.***

Dornoff read the staff report recommending approval of the request.

***It was moved by Schoborg, seconded by Shirk, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:10 p.m.***

***It was moved by Schoborg and seconded by Donat to recommend approval of a request by Zydeco Investments LLC for a Site Plan Amendment to allow for up to 200,000 square feet of phase 2 and phase 3 expansions in the "M-2,P" Planned Industrial District located at 4050 Leversee Road with the following conditions: 1) a drainage easement being required to be dedicated at the time of development and shown the site plan; and 2) that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc. Motion carried unanimously.***

D. Plats

1. Request by the City of Waterloo for the final plat of University Plat No. 1, a 2-lot commercial subdivision in the "B-P" Business Park District located north of University Avenue and east of Black Hawk Creek.

Dornoff read the staff report recommending approval of the request.

***It was moved by Schoborg and seconded by Shirk to recommend approval of a request by Matt Bohlen on behalf of PCI for a Special Permit to allow for a rubble fill site in the "M-2" Heavy Industrial District located East of 3328-3488 Wagner Road. Motion carried unanimously.***

2. Request by the City of Waterloo for the final plat of University Plat No. 2, a 3-lot commercial subdivision in the "C-2" Commercial District located west of 3345 University Avenue and 950 Sheerer Avenue.

Tummala read the staff report recommending approval of the request.

***It was moved by Schoborg and seconded by Shirk to recommend approval of a request by Matt Bohlen on behalf of PCI for a Special Permit to allow for a rubble fill site in the "M-2" Heavy Industrial District located East of 3328-3488 Wagner Road. Motion carried unanimously.***

E. Historic Nominations

1. Request by 205 E 4th, LLC to designate 501 Sycamore Street (The Blacks Building) as a Locally Designated Historic Landmark.

Geilman read the staff report recommending approval of the request.

***It was moved by Schoborg and seconded by Shirk to recommend approval of a request by Matt Bohlen on behalf of PCI for a Special Permit to allow for a rubble fill site in the "M-2" Heavy Industrial District located East of 3328-3488 Wagner Road. Motion carried unanimously.***

V. Discussion

The next meeting of the Planning, Programming, and Zoning Commission will be held on February 10, 2026

VI. Adjournment

***It was moved by Schoborg and seconded by Rucker to adjourn the meeting at 4:22 pm. Motion carried unanimously.***

Respectfully submitted,

John Dornoff,
Planner II

*MINUTES*
**CITY OF WATERLOO, IOWA**
**PLANNING, PROGRAMMING, AND ZONING COMMISSION**
**REGULAR MEETING - 4:00 P.M. FEBRUARY 10, 2026**

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Leistikow at 4:00 p.m. via Zoom and in person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Cody Leistikow, Janelle Ewing, Brandon Schoborg, Kristen Schaefer, Jessica Rucker, and Eric Donat.

Members absent were: Scott Voigt, Eric Poe, and Phillip Shirk.

Others present were: Noel Anderson – Community Planning and Development Director; Adarsh Tummala, Joseph Geilman, and John Dornoff – Planning Department; Jamie Knutson – City Engineer; Hector A. Salamanca Arroyo – City Council Liaison, and 2 citizens.

Others present electronically: 1 citizen.

I. Approval of the Agenda

***It was moved by Donat and seconded by Schoborg to approve the agenda. Motion carried unanimously.***

II. Approval of the Minutes from the regular meeting on January 13, 2026.

***It was moved by Rucker and seconded by Donat to approve the minutes of the January 13, 2026, meeting. Motion carried unanimously.***

III. Oral Presentations

There were no Oral Presentations.

IV. New Business

A. Hearings – Rezones

1. Request by C&S Properties to rezone approximately 0.49 acres from "R-4" Multiple Residence District to "C-2" Commercial District located at 911 South Street and 519 West 7th Street.

***It was moved by Schoborg and seconded by Ewing to receive and place on file the statement of verification at 4:02 p.m. Motion carried unanimously, and Leistikow declared the hearing open.***

Geilman read the staff report recommending approval of the request with the following conditions: 1) that all vehicular use areas be properly hard-surfaced before used to park vehicles; 2) that no adult uses or alcoholic establishments be located in the rezone area; and 3) that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, drainage, etc.

Donat asked if the colors on the map represent the zoning districts, to which Anderson responded that they do represent the different zoning districts on the Zoning Map, and there is another map that represents the future land use map, which is only a guide.

Ewing stated she will need to abstain from voting due to being involved in the acquisition of the houses and their demolition.

Wendy Rector, 917 South Street, which is next door to the proposed rezone, asked if they were just going to put cars on the lot, to which Anderson responded that they have not indicated what the lots will be used for, but any changes would need to come to staff for approval. Rector further stated that she has concerns about how the lots will be lit, that they might put gas pumps on the site, and if they are going to put cars all the way to the fence.

Anderson asked where the gas pumps are located, to which Rector answered that they are on the property they just constructed across South Street.

Rector stated that they have tried to purchase the alley behind their houses, but they were denied by the City Council, and their cars have been sideswiped by C&S cars.

Leistikow asked when it comes to the lights and the screen, will the third condition of meeting all applicable city codes cover that to which Anderson responded that it would, that the parking lot needs to end five feet from the property line, that there needs to be vegetation or a fence between the properties, and the lights cannot shine on the neighboring properties and if the commission sees fit they could put a condition in that they cannot put in gas pumps.

Leistikow stated that this would be a prime opportunity for the speaker to try to vacate the alley since they don't like dead-end alleys.

Schoborg asked if this would need to come back through the Commission if they plan to develop the lot, to which Andeson responded that the "C-2" does not require it to come back before the Commission.

***It was moved by Schoborg, seconded by Schaefer, to close the public hearing. Motion carried 5-0-1 (Ewing abstained). The hearing was closed at 4:21 p.m.***

***It was moved by Schoborg and seconded by Schaefer to recommend approval of the request by C&S Properties to rezone approximately 0.49 acres from "R-4" Multiple Residence District to "C-2" Commercial District located at 911 South Street and 519 West 7th Street, with the following conditions: that all vehicular use areas be properly hard-surfaced before used to park vehicles 2) that no adult uses or alcoholic establishments be located in the rezone area; and 3) that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, drainage, etc. Motion carried 5-0-1 (Ewing abstained).***

2. Request by the City of Waterloo to rezone approximately 1.25 acres from "M-1" Light Industrial District to "B-P" Business Park District located south of US Highway 218 and east of Black Hawk Creek, at the easterly dead end of Falls Avenue.

***It was moved by Schoborg and seconded by Rucker to receive and place on file the statement of verification at 4:22 p.m. Motion carried unanimously, and Leistikow declared the hearing open.***

Dornoff read the staff report recommending approval of the request.

There were no comments on this request.

***It was moved by Schoborg, seconded by Rucker, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:25 p.m.***

***It was moved by Donat and seconded by Rucker to recommend approval of a request by the City of Waterloo to rezone approximately 1.25 acres from "M-1" Light Industrial District to "B-P" Business Park District located south of US Highway 218 and east of Black Hawk Creek, at the easterly dead end of Falls Avenue. Motion carried unanimously.***

B. Plats

1. Request by the City of Waterloo for the final plat of University Plat No. 1, a 2-lot commercial subdivision in the "B-P" Business Park District located north of University Avenue and east of Black Hawk Creek.

Dornoff read the staff report recommending approval of the request.

Schoborg asked when the property was rezoned to "B-P" Business Park District to which Dornoff responded that it was rezoned in 2021.

Leistikow noted that the Falls Avenue bridge over Black Hawk Creek will be taken out, to which Anderson responded correct but when University Avenue was reconstructed, this area was raised, and direct access from University Avenue was provided.

Donat asked who would have needed access from Falls Avenue, to which Anderson explained that when University Avenue was under the jurisdiction of the Iowa Department of Transportation, they would not allow access to this site from University Avenue; therefore, the only access was from Falls Avenue.

***It was moved by Ewing and seconded by Donat to recommend approval of a request by the City of Waterloo for the final plat of University Plat No. 1, a 2-lot commercial subdivision in the "B-P" Business Park District located north of University Avenue and east of Black Hawk Creek. Motion carried unanimously.***

2. Request by the City of Waterloo for the final plat of University Plat No. 2, a 3-lot commercial and residential subdivision in the "C-2" Commercial District located west of 3345 University Avenue and 950 Sheerer Avenue.

Tummala read the staff report recommending approval of the request.

Leistikow asked why the fire department noted about sprinklers, to which Anderson responded that the frontage road is not a standard width; therefore, as the area develops, staff will need to work with the fire department on access, possibly adding additional right-of-way.

Ewing asked what jump starts requests such as this, is it a company looking to develop or the City trying to get a jump start to which Anderson responded that it is a little bit of both and the City is trying to identify property what can be developed and Ewing responded that as a citizen of Waterloo when you saw the improvements to University Avenue that we are leaving the bad times of the 1980s and 1990s and trying to enter a period of prosperity.

Anderson also noted that there was very little pedestrian access but the reconstruction did greatly increase the pedestrian access to the area.

***It was moved by Schoborg and seconded by Schaefer to recommend approval of a request by the City of Waterloo for the final plat of University Plat No. 2, a 3-lot commercial and residential subdivision in the "C-2" Commercial District located west of 3345 University Avenue and 950 Sheerer Avenue. Motion carried unanimously.***

C. Historic Nominations

1. Request by 205 E 4th, LLC to designate 501 Sycamore Street (The Blacks Building) as a Locally Designated Historic Landmark.

Geilman read the staff report recommending approval of the request.

Ewing asked if there are any negative effects of being designated historical, to which Anderson responded that they will have to go through more design review, but they could also make changes if they are not using tax credits.

Alexa McDowell, Historic Consultant for the applicant, was available to answer questions.

Schoborg asked if a portion of the building is already declared historical, to which McDowell went over the request and how the National Register looks at buildings and by having the entire building being designated tax credits apply for the entire project.

***It was moved by Rucker and seconded by Donat to recommend approval of a request by 205 E 4th, LLC to designate 501 Sycamore Street (The Blacks Building) as a Locally Designated Historic Landmark. Motion carried unanimously.***

V. Discussion

The next meeting of the Planning, Programming, and Zoning Commission will be held on March 10, 2026.

Leistikow asked if it would be possible to get a rough number on how the department is doing, to which Anderson noted that the city is on its way to having the 2nd best year for permits after having a record year in the 2025 fiscal year.

VI. Adjournment

***It was moved by Schoborg and seconded by Ewing to adjourn the meeting at 4:48 pm. Motion carried unanimously.***

Respectfully submitted,

John Dornoff,
Planner II

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

| NAME AND DEPARTMENT | MEETING DATE |
| --- | --- |
| Noel Anderson, Community Planning and Development Director<br>Planning & Zoning Department | April 20, 2026 |

## AGENDA ITEM TITLE

Motion to receive and file Board of Adjustment minutes for November of 2025, and January and February of 2026.

## RECOMMENDED COUNCIL ACTION

Approval

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. November 25, 2025
2. January 27, 2025

3. February 24, 2025

**CITY OF WATERLOO, IOWA**
**BOARD OF ADJUSTMENT MINUTES**
**REGULAR MEETING - 4:00 P.M., NOVEMBER 25, 2025**

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Chairperson Thornsberry at 4:00 p.m., both in person and via Zoom, in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Craig Holdiman, Jeri Thornsberry, and John Beckman.

Members absent were: Ras Smith and Tom Powers.

Others present were Dave Boesen – City Council Ward 2; Aric Schroeder, Adarsh Tummala, Joseph Geilman, and John Dornoff from the Planning Department, and 4 citizens.

Others present electronically were: None.

I. Approval of the Agenda

***It was moved by Holdiman and seconded by Beckman to approve the agenda. Motion carried unanimously.***

II. Approval of the Minutes from the regular meeting on October 28, 2025.

***It was moved by Beckman, seconded by Holdiman, to approve the minutes of the October 28, 2025, Board of Adjustment meeting. Motion carried unanimously.***

III. Decision Items

1. Request by Kevin Rose for a variance to the accessory structure square footage limit to allow for 1,308 square feet of accessory structure, 108 square feet more than the 1,200 square feet allowed, to allow for the construction of a 480 square foot addition to an existing accessory structure in the "R-2" One and Two Family Residence District located at 300 Blowers Avenue.

Geilman read the staff report recommending approval of the request with the following condition: That a restrictive covenant be signed and recorded.

Thornsberry asked when the restrictive covenant would be signed, to which Dornoff responded that the building permit would not be issued until it was.

Beckman asked about the number of trailers allowed on the property, to which Geilman answered that 4 trailers are for personal use and that, under the previous variance approved, 2 business trailers are allowed.

Beckman asked whether the shed on the site is included, to which Geilman stated he believed the shed was coming down but referred the matter to the applicant for more information.

Kevin Rose, 300 Blowers, stated that he will be removing the one trailer but wanted the shed to stay.

Michelle Rose, 300 Blowers, stated that they plan to remove the trailer and the fence to the shed, but the plan is to keep the shed if possible.

Holdiman asked if the shed was on a permanent foundation, to which Kevin Rose responded that no, it is on skids.

Beckman asked if the shed was factored in, to which Geilman stated no. Therefore, if it is decided to allow them to keep it, the total square footage over the 1,200 limit would have to be calculated. Keven Rose noted that the shed is 200 square feet.

Holidman asked if it is on skids; does it still have to count toward the accessory structure square footage? To which Geilman responded Yes, it still counts.

Thorsnberry asked the applicants if they are planning to put the new garage where the trailer currently is to which Michelle Rose stated that they are planning to expand the existing garage.

Thornsberry noted that adding the shed would make it 1,508 square feet of accessory structures, 308 feet more than the 1,200 feet allowed.

***It was moved by Holdiman, seconded by Beckman to approve, per staff recommendation, the request by Kevin Rose for a variance to the accessory structure square footage limit to allow for 1,508 square feet of accessory structure, 308 square feet more than the 1,200 square feet allowed, to allow for the construction of a 480 square foot addition to an existing accessory structure in the "R-2" One and Two Family Residence District located at 300 Blowers Avenue with the following condition: That a restrictive covenant be signed and recorded before the building permit is issued. Motion carried unanimously.***

2. Request by E & A Properties, LLC for a variance to the front yard setback requirement to allow for a setback of 10.00 feet, 0.95 feet less than the 10.95 feet previously approved, in order to construct a 9,975 square foot building in the "M-1" Light Industrial District located adjacent to 1825 Jefferson Street.

Dornoff read the staff report recommending approval of the request.

Beckman asked if this was fixing a clerical error, to which Dornoff responded Yes.

Nick Brewer, 12643 W Avenue, Cedar Falls, representing the applicant, stated he was not able to be at the last meeting and apologized for the mistake.

***It was moved by Beckman, seconded by Holdiman, to approve, per staff recommendation, the request by E & A Properties, LLC for a variance to the front yard setback requirement to allow for a setback of 10.00 feet, 0.95 feet less than the 10.95 feet previously approved, in order to construct a 9,975 square foot building in the "M-1" Light Industrial District located adjacent to 1825 Jefferson Street. Motion carried unanimously.***

3. Request by John & Laurie Lyden for a 1-year temporary variance to allow an accessory structure on a lot with no primary structure to allow for the existing home to be demolished and a new home constructed by November 30, 2026, in the "R-2" One and Two Family Residence District located at 801 Gilbert Street.

Tummala read the staff report recommending approval of the request, with the following condition: that a home be built and the existing garage be repaired by November 30, 2026, or the garage be demolished.

Thornsberr questioned whether any of the calls opposing the request were from contractors, to which Tummala stated no; they were residents.

Beckman noted on page 25 of the packet that a picture makes the garage look better than it actually does, and stated he agrees with the neighbors about the garage's poor condition.

Holdiman stated that the roof to the right of the garage door was sagging. Beckman responded that, if he were the owner, and there were a termite infestation, it would be gone.

Laurie Lyden, 3181 170th Street, Dysart, stated that there is no active termite infestation and that they have contacted a termite inspector, who will treat it, and if it is treated and the treatment is kept going, it can be controlled. Lyden further stated that the damage to the garage is on the south side and there is heaved-up land that is causing the problem, but she plans to jack up the garage, take care of the studs, which are causing the roof to sag, and she believes the building can be salvaged.

Holdiman asked if she intended to put siding on the garage to match the new home, to which Lyden responded yes and to install a new garage door.

Beckman asked if this was a rental property and if it would occupy the same footprint, to which Lyden responded that the home would be for her son, so yes, he will be renting it. Lyden further stated that she originally intended to build a duplex, but does not want to use the existing foundation.

Beckman asked if the applicant would go back to a duplex, would they be required to build two garages to which Dornoff responded that they either can have two garages or one garage that is big enough to meet the minimum requirements, and Schroeder went over the size requirements.

***It was moved by Holdiman, seconded by Beckman to approve, per staff recommendation, the request by John & Laurie Lyden for a 1-year temporary variance to allow an accessory structure on a lot with no primary structure to allow for the existing home to be demolished and a new home constructed by November 30, 2026, in the "R-2" One and Two Family Residence District located at 801 Gilbert Street with the following condition: that a home is built and the existing garage is repaired by November 30, 2026, or the garage is demolished. Motion passed unanimously.***

IV. Discussion

Beckman, at the previous meeting, asked Schroeder to go over if variances and special permits expire, to which Schroeder explained they do not, and went over the regulations in Iowa City and Ames, which are the only cities in Iowa that have special permits or variances that expire. Schroeder also went over what would need to be taken into consideration legally if the City of Waterloo were to change the Zoning Ordinance to allow for variances and/or special permits to expire.

Dornoff noted that the Islamic Center at 2110 Sager has been properly hard-surfaced surfaced and the container on Thornsdale is in the hands of Code Enforcement, and at this time, all temporary variances are now up to date, and there are four coming up in 2026, but they all come up between September and November.

V. Election of the Chairperson and Vice-Chairperson for the period ending December 31, 2026

***It was moved by Beckman, seconded by Holdiman, to nominate Jeri Thornsberry to serve as Chairperson for the period ending December 31st, 2026. Motion carried unanimously.***

***It was moved by Holdiman, seconded by Thornsberry, to nominate John Beckman to serve as Vice-Chairperson for the period ending December 31st, 2026. Motion carried unanimously.***

VI. Adjournment

***It was moved by Beckman, seconded by Holdiman, to adjourn the meeting at 5:04 p.m. Motion carried unanimously.***

Respectfully submitted,



John Dornoff,
Planner II

**CITY OF WATERLOO, IOWA**
**BOARD OF ADJUSTMENT MINUTES**
**REGULAR MEETING - 4:00 P.M., JANUARY 27, 2026**

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Chairperson Thornsberry at 4:00 p.m., both in person and via Zoom, in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Craig Holdiman, Jeri Thornsberry, Ras Smith, Tom Powers, and John Beckman.

Members absent were: None.

Others present were Adarsh Tummala, Joseph Geilman, and John Dornoff from the Planning Department, and 4 citizens.

I. Approval of the Agenda

***It was moved by Powers and seconded by Holdiman to approve the agenda. Motion carried unanimously.***

II. Approval of the Minutes from the regular meeting on November 25, 2025.

***It was moved by Beckman, seconded by Smith, to approve the minutes of the November 25, 2025, Board of Adjustment meeting. Motion carried unanimously.***

III. Decision Items

1. Request by Valley Rentals LLC for a variance to the accessory structure requirements to allow for a 30’ X 22’ 660 SF accessory structure in the required front yard in the “C-2” Commercial District located at 4002 – 4008 University Avenue.

Geilman read the staff report recommending approval of the request.

Tyler Michaelsen, 4709 Prairie Dock Road, Cedar Falls, was available to answer questions.

Beckman asked if this property is owned by someone out of state, to which Michaelsen answered no, his wife and he own it.

Beckman also asked if the trash dumpsters would be moved and how close they will be to the new accessory structure, and if staff have concerns about the location of the dumpters to which Michaelsen stated no, they would remain in the same area, although they may be moved a few feet and Dornoff responed that staff have no concerns with the location.

Beckman noted that the only access to the buildings is by the parking lot of the former Hy-Vee, to which Michaelsen answered that they have an easement to both University Avenue and Progress Avenue.

***It was moved by Beckman, seconded by Powers to approve, per staff recommendation, the request by Valley Rentals LLC for a variance to the accessory structure requirements to allow for a 30’ X 22’ 660 SF accessory structure in the required front yard in the “C-2” Commercial District located at 4002 – 4008 University Avenue. Motion carried unanimously.***

1. Request by Matt Bohlen on behalf of PCI for a Special Permit to allow for a rubble fill site in the "M-2" Heavy Industrial District located East of 3328-3488 Wagner Road.

Dornoff read the staff report recommending approval of the request with the following condition: that there be no fill added to the floodway.

Smith asked about concerns about the Floodplain and the Floodway, to which Dornoff responded that they cannot have fill or piles of material in the Floodway, and their engineer has been discussing a Letter of Map Revision to determine how much of the property is in the Floodway, as they feel the map is drawn wrong.

Thornsberry asked for clarification of items on the provided maps, to which Dornoff explained the floodway boundary and the property line.

Dan Arends, VJ Engineering, was available to answer questions.

Thornsberry asked how the water is going to flow, to which Arends responded that the entire area is sand and the water will seep into the ground.

Beckman asked if the water would affect any of the businesses on Wagner Road to which Arends stated it should not affect them.

Matt Bohlen, PCI, was available to answer questions.

Beckman asked where the fill would come from, to which Bohlen stated it would come from various demolition projects, including the Crossroads Mall.

Smith asked what specifically is in clean rubble, to which Bohlen explained.

***It was moved by Smith, seconded by Powers, to approve, per staff recommendation, the request by Matt Bohlen on behalf of PCI for a Special Permit to allow for a rubble fill site in the "M-2" Heavy Industrial District located East of 3328-3488 Wagner Road with the following condition: that there be no fill added to the floodway. Motion carried unanimously.***

IV. Adjournment

***It was moved by Beckman, seconded by Smith, to adjourn the meeting at 4:19 p.m. Motion carried unanimously.***

Respectfully submitted,

John Dornoff,
Planner II

**CITY OF WATERLOO, IOWA**
**BOARD OF ADJUSTMENT MINUTES**
**REGULAR MEETING - 4:00 P.M., FEBRUARY 24, 2026**

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Chairperson Thornsberry at 4:00 p.m., in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Jeri Thornsberry, Ras Smith, Tom Powers, and John Beckman.

Members absent were: Craig Holidman.

Others present were Aric Schroeder, Adarsh Tummala, Joseph Geilman, and John Dornoff from the Planning Department, and 6 citizens.

I. Approval of the Agenda

***It was moved by Beckman and seconded by Powers to approve the agenda. Motion carried unanimously.***

II. Approval of the Minutes from the regular meeting on January 27, 2026.

***It was moved by Powers, seconded by Beckman, to approve the minutes of the January 27, 2026, Board of Adjustment meeting. Motion carried unanimously.***

III. Decision Items

1. Request by Iowa Heartland Habitat for Humanity for a variance to the parking requirements to allow for 4 spaces, 4 less than the 8 required, to allow for a training facility in a former single-family home in the "R-4" Multiple Residence District located at 1325 West 4th Street.

Geilman read the staff report recommending approval of the request with the following condition: that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc.

Beckman asked if there is additional parking on Vermont Street, to which Dornoff responded yes.

Andy Conger, Iowa Heartland Habitat for Humanity, clarified that there is parking on the far side of Vermont that should be plenty for the building's needs.

Beckman asked about parking cars in the driveway and whether the number of people who attend the proposed trainings is limited, to which Conger responded that it might be possible to park one car in the driveway, and the plan is to limit the training sessions to 8 people.

Powers stated he believes this project is a value add when it comes to helping people not only with the purchase of their home but also with their long-term financial future.

Beckman asked if day-to-day operations would be done at the property, to which Conger answered no.

***It was moved by Powers, seconded by Beckman to approve, per staff recommendation, the request by Iowa Heartland Habitat for Humanity for a variance to the parking requirements to allow for 4 spaces, 4 less than the 8 required, to allow for a training facility in a former single-family home in the "R-4" Multiple Residence District located at 1325 West 4th Street with the following condition: that the***

***final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc. Motion carried unanimously.***

2. Request by CR Signs & Lighting on behalf of Iowa Capital Partners, LLC for a variance to allow for 260 square feet of wall signs, 196 square feet more than the 64 square feet allowed and to allow for signage on 3 walls, one more than the two walls allowed in the "R-4, R-P" Planned Residence District located at 707 Tower Park Drive.

Tummala read the staff report recommending approval of the request with the following condition: that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc.

Beckman asked for clarification about the site, as it was developed as a business park, but it will not have residential, to which Dornoff pointed out that a large portion of the property is zoned "R-4, R-P" which does allow residential, and Schreoder responded that the area does allow for residential but also allows for professional office. Schroeder further stated that when the entire area was rezoned, there was controversy over the rezoning of the area, and a compromise was reached with the opposing neighbors that a good portion be "R-4,R-P" although some entry points are zoned "C-P" Planned Commercial, and only the most southern area zoned "B-P" Business Park District and although the "R-4,R-P" does allow for residential the focus was on professional office and did not expect a lot of residential but the development appeared to fit in to the area.

Beckman asked for clarification on the residential that it would not include ranch-style homes, to which Schroeder responded that staff does not see any low-density residential in the area or even other high-density residential.

Smith noted that in the staff report, it was stated that it was similar and compatible with other requests in the area, and asked if there were other variances to which Schroeder stated that most of the development in the area has not needed variances.

Aaron Vosmek of CR Signs stated that the sign allowance in the area is very restrictive and that the complex in question is a sizable building, with two of the signs designed for visibility from the highway.

Beckman asked if it is for visibility from San Marnan Drive or US Highway 20 to which Vosmek stated US Highway 20 and noted that the building will have three wings on it, so it is a very large building and could be needed for emergency response, to which Powers stated it would not be needed for emergency response.

Smith asked what is going to be done about some of the restrictions on signage in cases like this to which Schroeder states that this site is very unique, but staff has discussed with the Board about possible changes in the "R-4" District and Smith responded that he would like to see the changes.

***It was moved by Beckman, seconded by Powers, to approve, per staff recommendation, the request by CR Signs & Lighting on behalf of Iowa Capital Partners, LLC for a variance to allow for 260 square feet of wall signs, 196 square feet more than the 64 square feet allowed and to allow for signage on 3 walls, one more than the two walls allowed in the "R-4, R-P" Planned Residence District located at 707 Tower Park Drive with the following condition: that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc. Motion carried unanimously.***

3. Request by James & April Reed for a 3-year temporary variance to the requirement for a residence to have an accessory structure located in the "R-4" Multiple Residence District located at 1003 West 4th Street.

Geilman read the staff report recommending approval of the request with the following condition: That the monument sign be removed within 6 months.

Beckman asked what the square footage of the building to which Geilman responded 1556 square feet.

James Reed, 1223 Cedar Street, Cedar Falls, was available to answer questions.

Beckman asked if the applicant was the property owner and questioned his statement about financing and if he is planning to turn this into a single-family residence, to which Reed responded that he purchased the building outright without a mortgage due to the higher cost on building, which is considered commercial, and plans to pay for the improvements himself, and stated that it will be his wife, 4 children and him living at the property once it is completed.

Beckman asked what other plans are there for the property, and if any work has been done to the interior of the property to which Reed discussed some of the changes that they plan to make to the property and that he is currently working with the Building Department to meet their requirements to make it a residential property.

Beckman noted that there is a lot of work to do on the property, but does the applicant need three years on the variance to which Reed responded that he would like 3 years to ensure the finances and that he can convert the building into a quality forever home for this family.

Thornsberry asked if a project timeline had been created, since she would like to rationalize the three years, and is there an issue with the monument sign being removed to which Reed went over the project timeline and asked if that was just removing the sign facings, and if the sign frame could remain as an address marker and be repurposed to which Schroeder went over what the Ordinance states about signage but there is no size restrictions on address marker but is concerned about the character of the sign.

Smith stated that he feels the three-year timeline is actually ambitious but likes what the applicant plans to do.

Powers stated he supports what the applicant is trying to do.

Beckman responded that he wants to see this project through and doesn't want this to come to a halt and the Board having to deal with a whole mess, and asked if the intent is to bring this to a completion, to which Reed responded yes and went over how he sold acreage with a workshop and would like the garage back.

***It was moved by Smith, seconded by Powers to approve, per staff recommendation, the request by James & April Reed for a 3-year temporary variance to the requirement for a residence to have an accessory structure located in the "R-4" Multiple Residence District located at 1003 West 4th Street. Motion carried unanimously.***

4. Request by Matt Bohlen on behalf of PCI for a Special Permit to allow for a rubble fill site in the "M-2" Heavy Industrial District located East of 3328-3488 Wagner Road.

Dornoff read the staff report recommending denial of the request.

Beckman asked how this came to the Board, to which Dornoff responded from Code Enforcement.

Smith asked if there had been any prior variances for this property, to which Dornoff responded none that he could find.

Mike Reedy, 403 Bishop Avenue, was available to answer questions as the applicant.

Powers asked if the property is completely rented, to which Reedy responded yes, and that the storage containers are used by the residents to store bicycles and other belongings. Reedy further stated that the place may look a little rough right now, but he takes care of his properties and wants them to look nice.

Smith stated that he feels staff was talking about the condition storage containers not the rest of the property but questioned the fact that there is vehicles parked in front of the containers and asked about the accessory structure being safer than the containers to which Reedy responded that they do park there but they can be accessed and Code Enforcement told them they had to park on the gravel not on the grass and the house has access to the garage and the three apartments have access to the storage containers.

Schroeder noted that if the variance is approved, there is an issue that the containers have advertising on them, so there should be a condition that the advertising be removed since it would be illegal off-premises advertising.

Smith asked about the feedback received, to which Tummula responded that he received one call in opposition because it would create a burrowing condition for rodents, to which Reedy responded that he has an exterminator come out regularly to keep rodents out.

Beckman noted that the Board had recently had a business remove a storage container and the intent is to clean up the city and remove these type of containers and replace them with proper structures to which Reedy responded asking how long that container was there as these have been there for several years and this only came up after being turned in to Code Enforcement but has driven through the area and noted there is other residences with containers on the property to which Beckman responded one at a time.

Smith stated that the lack of previous enforcement does not make it right, and would like to see more regular enforcement of these kinds of issues, and believes that the applicant can get more value if they provide a proper storage place for the residents.

***It was moved by Beckman, seconded by Smith, to deny, per staff recommendation, the request by MPR Rentals LLC for a variance to the accessory structure requirement that prohibits storage containers in the "M-1" Light Industrial District when the principal use is a dwelling, to allow for 3 shipping containers located at 184-190 West 18th Street. Motion carried unanimously.***

IV. Discussion

The next meeting of the Board of Adjustment will be on March 24, 2026.

Dornoff noted that there is several Ordinances that will be on the next Planning, Programming and Zoning Commission agenda for their March 10, 2026, meeting, including those that will largely eliminate Hobby Farms with Schroeder going into more detail.

V. Adjournment

***It was moved by Beckman, seconded by Smith, to adjourn the meeting at 5:10 p.m. Motion carried unanimously.***

Respectfully submitted,



John Dornoff,
Planner II

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**

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

**MEETING DATE**

April 20, 2026

**AGENDA ITEM TITLE**

Motion to receive and file Complete Streets Committee minutes of January 2026.

**RECOMMENDED COUNCIL ACTION**

Approval

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

**ATTACHMENTS**

1. Minutes Complete Streets 01-27-26

**Minutes of The**
**City of Waterloo Complete Streets Advisory Committee Meeting**
**January 27, 2026**

The Meeting of the City of Waterloo Complete Streets Advisory Committee was called to order at 1:30 pm on January 27, 2026, by Chairperson Young in the 1st Floor Conference Room at Waterloo City Hall.

Roll Call: Members present: Aric Schroeder, Oghogho Oriakhi, Jessica Rucker, J.B. Bolger, David Sturch, Oumie Ceesay, Dwight Diercks, Kevin Demler, Kathryn Gilbery, Curtis Young, and John Dornoff.

Members absent were: Felicia Cass.

Other attendees: Nick Fratzke – INRCOG; Tina Shellhorn and Safiah Elahi – Traffic Department.

***It was moved by Bolger and seconded by Gilbery to approve the minutes of the October 28, 2025, meeting. Motion carried unanimously.***

**Agenda Items**:

- **Update on Sidewalk Infill Projects.**
    - Projects from last year have been let out to bid.
    - Shaulis Road trail fixes were started, but had to stop due to snow.
    - Infill will start when the weather turns cooperative.
    - Sergeant Road trail fixes will be let in May.
    - If there are any trail recommendations, send them to Ceesay.
- **Grants**
    - Cedar Valley Trails Partnership
        - Applications by the end of February
        - Grants up to $5000.
    - AARP Livable Communities Grants
        - The grant application does not appear to be difficult.
        - There have been a lot of grant awards in the state.
        - March 4th is the deadline.
        - Can go to accessibility projects.
        - Any city department could run with the grant.
        - If a city department is going to apply it would need council approval.
        - If it is a non-profit applying for the grant for a project involving the city may still need council approval.
        - Grant does not require a match.
        - Grant focuses on helping those over 50.
        - Could it be used to finish the Edison Park trail, but that is already funded.
        - Question was asked if there are high-visibility crosswalks, to which traffic states no.
        - Another project could be for MET signage.
- **Cedar Valley Nature Trail Guide**
    - INRCOG is working on an updated map.
    - The new map will be easier to read.
    - Print map will be out next week.
    - People seem to like to have the printed map.

- **Letters to Crossroads area developer**

    - Young has been in contact with the developer.
    - Need to have internal sidewalks.
    - Discussions of the issue with Crossroads Boulevard putting in sidewalks.
    - Projects in the area will need a Site Plan Amendment.
    - With the amount of housing and businesses in the area, there should be internal sidewalks and bike lanes.

***It was moved by Diercks and seconded by Gilbery to authorize Young to write a letter to the developer of the Crossroads Mall redevelopment emphasizing the need for bicycle/pedestrian facilities connecting the La Porte Road trail, shopping to the west and north, future development to the south, and housing across San Marnan Drive. Motion carried unanimously.***

- **Bike Lanes in downtown**

    - Elahi stated there is too much activity in the area to reduce the auto lanes on Jefferson and Commercial, and there is a multi-purpose trail one block away.
    - Young noted that there is going to be more housing and bikes in the area.
    - Safety needs to be looked at for both cyclists and drivers.
    - It was noted that Knutson stated that a downtown bike plan is needed which would require a consultant.
    - INRCOG noted there could be grant opportunities to pay for a consultant to do a bike plan.

- **Upcoming Planning Commission Agenda Review**

    - Schroeder went over the February 10th Planning, Programming, and Zoning Commission agenda.

- **Acknowledgement of Completion of Service of Committee Member Ray Feuss.**

    - Discussions have started with Mayor Boesen on a replacement.
    - Should times be changed to get more participation from someone from the Council?

**Discussion Items**:

Railings are up on the Park Avenue bridge and will be finished on the 11th Street bridge in the spring.

**Adjournment**

***Young adjourned the meeting at 2:58 p.m.***

Respectfully submitted,



John Dornoff
Planner II

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**
City Clerk Department

**MEETING DATE**
April 20, 2026

**AGENDA ITEM TITLE**

**Liquor Licenses**
Cadillac XBC, 650 LaPorte Road, Class C w/Sunday Sales (Renewal) 03/27/2027.
Hampton Inn, 2034 La Porte Road, Class C w/Sunday Sales (Renewal) 01/31/2027.
Hometown Foods, 1010 E. Mitchell Avenue, Class E w/Sunday Sales (Renewal) 04/30/2027.
La Michoacana, Inc., 1221 Franklin Street, Class C w/Sunday Sales (New) 04/26/2027.
Michoacana Meat Market, 1215 Franklin Street, Class C w/Sunday Sales (Renewal) 04/27/2027.
Sunnyside Country Club, 1600 Olympic Drive, Class F (Ownership Updates) 04/13/2027.
The Other Place, 360 E. Ridgeway Avenue, Class C w/Sunday Sales (Renewal) 01/25/2027.
UNI Mart, 1615 Bishop Avenue, Class E  w/Sunday Sales (Renewal) 02/28/2027.

**RECOMMENDED COUNCIL ACTION**

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

## ATTACHMENTS

None

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**
City Clerk Department

**MEETING DATE**
April 20, 2026

**AGENDA ITEM TITLE**

**Cigarette/Tobacco/Nicotine/Vapor Permits**
Dollar General #10073, 3815 University Avenue (Retail Tobacco).
Dollar General #21528, 428 E. 1st Street (Retail Tobacco).
Dollar General #4698, 2935 Logan Avenue (Retail Tobacco).
Dollar General #7136, 66 E. Tower Park Drive (Retail Tobacco).
Dollar General #7162, 820 W. 5th Street (Retail Tobacco).
Kwik Star #229, 1717 E. San Marnan (Retail Tobacco).
Kwik Star #569, 875 Fisher Drive (Retail Tobacco).
R Smoke Plus Waterloo, 3620 Kimball Avenue (Retail Tobacco).
Tobacco & Vape, 3821 University Avenue (Retail Tobacco).

**RECOMMENDED COUNCIL ACTION**

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

## LEGAL DESCRIPTION

## ATTACHMENTS

None

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**
City Clerk Department

**MEETING DATE**
April 20, 2026

**AGENDA ITEM TITLE**
Bonds.

**RECOMMENDED COUNCIL ACTION**

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

**ATTACHMENTS**
1. ROW BONDS 4.6.2026

RIGHT OF WAY CONSTRUCTION BONDS
COUNCIL APPROVAL
APRIL 6, 2026

| | | |
|---|---|---|
| IA 537881 | Alfred Schott | La Porte City, IA |
| 107082632 | Arvig Enterprises, Inc. | Perham, MN |
| 7900452203 | Bowers Masonry, Inc. | Waterloo, IA |
| 7900428147 | Brock Even Construction, LLC | Jesup, IA |
| 7900452204 | Christone, Inc. | Waterloo, IA |
| RSS0076801 | Frickson Brothers Excavating | Evansdale, IA |
| 95 BA G306 0 | Iowa Flatworks | Cedar Falls, IA |
| 2646999 | Kite Construction LTD | Jesup, IA |
| IA 580340 | Larson Construction Co. Inc. | Independence, IA |
| IA 509356 | Lehman Trucking & Excavating | Waterloo, IA |
| 7900452208 | Matthias Landscape Company, Inc. | Waterloo, IA |
| 95 CLT812 4 | Michael Steen | Waterloo, IA |
| 95 BA K037 4 | Nino F Costarella dba Chrisensen Building & Remodeling & Repair | Cedar Falls, IA |
| TE9079 | Peterson Contractors, Inc. | Reinbeck, IA |
| 7900378903 | Philippson Concrete Construction, Inc. | Manchester, IA |
| 95 CL U164 9 | Rogelio Torres | Waterloo, IA |
| 95 CC 8149 2 | Steve Miller Construction LLC | Cedar Falls, IA |
| 95 02 3294 8 | Sweerin Brothers Masonry | Waterloo, IA |
| W150424546 | Team Services Inc. | Des Moines, IA |
| 100421228 | The Municipal Communications Utilities of the City of Cedar Falls, Iov | Cedar Falls, IA |

# RIGHT OF WAY CONSTRUCTION BOND

No. IA 537881

Applicant's Telephone Number: 319 230 1615

**KNOW ALL MEN BY THESE PRESENTS:**

That (I), (We), ALFRED SCHOTT,

of 8816 CAMANCHE TRAIL (Street), LAPORTE CITY (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden ALFRED SCHOTT of LAPORTE CITY, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 13th day of January, 2026.

ALFRED SCHOTT
PRINCIPAL

By: _____

Printed Name: Alfred Schott

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

MERCHANTS BONDING COMPANY INCORPORATED (MUTUAL) -o- 1933

Merchants Bonding Company (Mutual)
SURETY

By: _____
Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

LP 0467 IA (4/23)

# MERCHANTS BONDING COMPANY

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor

*President*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of January 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

*Secretary*

POA 0018 (5/25)

TRAVELERS

Travelers Casualty and Surety Company of America
Hartford, CT 06183

**CONTINUATION CERTIFICATE**
**FIDELITY OR SURETY BONDS/POLICIES**

License No. _____

In consideration of **$100.00** dollars renewal premium, the term of Bond/Policy No. **107082632** in the amount of **$20,000.00**, issued on behalf of **ARVIG ENTERPRISES, INC.**, whose address is **150 SECOND STREET SW, PERHAM, MN 56573**, in favor of **City of Waterloo, Engineering Department**, whose address is **715 Mulberry St., WATERLOO, IA 50703**, in connection with **City of Waterloo - Right of Way Bond** is hereby extended to **April 30, 2027**, subject to all covenants and conditions of said bond/policy.

This certificate is designed to extend only the term of the bond/policy. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond/policy together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond/policy had originally been written to expire on the date to which it is now being extended.

Signed, sealed and dated **January 20, 2026**

SEAL

**Travelers Casualty and Surety Company of America**

By: _____

Bryce Grissom, Senior Vice President

F-58-M (2/95)

# RIGHT OF WAY CONSTRUCTION BOND

No. 7900452203

Applicant's Telephone Number: 319 233-0168

**KNOW ALL MEN BY THESE PRESENTS:**

That (I), (We), Bowers Masonry, Inc.,

of 112 Sidehill Dr. (Street), Waterloo (City), IA (State),

as Principal, and Nationwide Mutual Insurance Company of

1100 Locust Street, Department 2006, Des Moines, IA 50391,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Bowers Masonry, Inc. of 112 Sidehill Dr., Waterloo, IA 50701 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 1st, 2026, through April 30, 2027.

Witness our hands this 30th day of January, 2026.

Bowers Masonry, Inc.
PRINCIPAL
By: Michael M Bowers
Printed Name: Michael M Bowers

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Nationwide Mutual Insurance Company
SURETY
By: Elizabeth Moore
Attorney-in-fact Elizabeth Moore

SEAL

Updated 2-28-2023

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

Bond Number: 7900452203

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Elizabeth Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

Twenty Thousand and No/100 Dollars ($20,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of January, 2026.

Assistant Secretary

BDJ 1(10-25)00

# RIGHT OF WAY CONSTRUCTION BOND

No. 7900428147

Applicant's Telephone Number: 319 231 5253

**KNOW ALL MEN BY THESE PRESENTS:**

That (I), (We), Brock Even Construction LLC,

of 13012 Fox Rd (Street), Jesup (City), IA (State),

as Principal, and Nationwide Mutual Insurance Company of

1100 Locust Street, Department 2006, Des Moines, IA 50391,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Brock Even Construction LLC of 13012 Fox Rd , Jesup, IA 50648 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 1st, 2026, through April 30, 2027.

Witness our hands this 30th day of January, 2026.

Brock Even Construction LLC
PRINCIPAL

By: _____

Printed Name: Brock Even

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Nationwide Mutual Insurance Company
SURETY

By: Elizabeth Moore
Attorney-in-fact Elizabeth Moore

SEAL

Updated 2-28-2023

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

Bond Number: 7900428147

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Elizabeth Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (Ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

Twenty Thousand and No/100 Dollars ($20,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of January, 2026.

Assistant Secretary

BDJ 1(10-25)00

# RIGHT OF WAY CONSTRUCTION BOND

No. 7900452204

Applicant's Telephone Number: 3192360300

**KNOW ALL MEN BY THESE PRESENTS:**

That (I), (We), Christone, Inc.,

of 3450 Wagner Rd (Street), Waterloo (City), IA (State),

as Principal, and Nationwide Mutual Insurance Company of

1100 Locust Street, Department 2006, Des Moines, IA 50391,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Christone, Inc. of 3450 Wagner Rd , Waterloo, IA 50703 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 1st, 2026, through April 30, 2027.

Witness our hands this 30th day of January, 2026.

Christone, Inc.
PRINCIPAL

By: Tony Huff

Printed Name: Tony Huff

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Nationwide Mutual Insurance Company
SURETY

By: Elizabeth Moore

Attorney-in-fact Elizabeth Moore

SEAL

Updated 2-28-2023

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

Bond Number: 7900452204

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Elizabeth Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

Twenty Thousand and No/100 Dollars ($20,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of January, 2026.

Assistant Secretary

BDJ 1(10-25)00

# RIGHT OF WAY CONSTRUCTION BOND

No. RSS0076801

Applicant's Telephone Number: 319 235 0080

**KNOW ALL MEN BY THESE PRESENTS:**

That (I), (We), Frickson Brothers Excavating,

of 737 Colleen Ave, 6 (Street), Evansdale (City), Iowa (State),

as Principal, and Old Republic Surety Company of

18500 W Corporate Dr, Ste 170, Brookfield, WI 53045,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Frickson Brothers Excavating of 737 Colleen Ave, 6, Evansdale, IA 50707 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 1, 20 26, through April 30, 20 27.

Witness our hands this 29th day of January, 20 26.

Frickson Brothers Excavating
PRINCIPAL

By: Robert D Frickson

Printed Name: Frickson Brothers Excavating

Old Republic Surety Company
SURETY

By: _____
Attorney-in-fact

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Updated 2-28-2023

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Anne Solomko of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows: Effective Date: 05/01/

Bond Number: RSS0076801 Bond Amount: Twenty Thousand Dollars $ 20,000.00

Principal Name: Frickson Brothers Excavating

Obligee Name: City of Waterloo - Engineering Dept, Iowa

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29th day of January, 2026.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of January, 2026, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My Commission Expires: 09/28/2026

**(Expiration of notary's commission does not invalidate this instrument)**

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0400394

Signed and sealed at the City of Brookfield, WI this 29th day of January, 2026.

Assistant Secretary

ORSC 22262 (3-06)

BANKIOWA INSURANCE AGENCY

# RIGHT OF WAY CONSTRUCTION BOND

NO. **95 BA G306 0**

Applicant's Telephone Number: **319-404-2070**

**KNOW ALL MEN BY THESE PRESENTS:**

That (I) (We), **IOWA FLATWORKS**,

of **PO BOX 333 CEDAR FALLS IA**,
Street City State

as Principal, and **STATE FARM FIRE AND CASUALTY COMPANY** of

**ONE STATE FARM PLAZA, BLOOMINGTON, IL 61710**,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden **IOWA FLATWORKS** of **PO BOX 333 CEDAR FALLS IA** will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), for a violation of said Ordinances occurring during the life of this bond; and if (he),(she),(they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is **MAY 1, 2026** through **APRIL 30, 2027**.

Witness our hands this **4TH** day of **MARCH, 2026**.

Iowa Flatworks.
PRINCIPAL

By: Jon Vogt / Iowa Flatworks

Printed Name: **BRAD JACOBSON**

State Farm Fire and Casualty Company
SURETY

By: _____
Attorney-in-Fact

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

STATE FARM FIRE AND CASUALTY COMPANY · CORPORATE SEAL · BLOOMINGTON, ILLINOIS

Updated 1-24-00

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

SFB-400015IA.1

StateFarm®

State Farm Fire and Casualty Company

# Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Brad Jacobson

of Cedar Falls, Iowa its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

| | |
|---|---|
| $ 5,000 – License, Permit or Indemnity — Financial Guarantee | $ 50,000 – Notary Public |
| $ 50,000 – License & Permit — Code Compliance | $100,000 – Administrator, Executor, Personal Representative, or Trustee |
| $ 50,000 – Defective Title — Certificate of Title Surety Bond | $ 50,000 – Guardian, Conservator, or Curator |
| $ 25,000 – Public Official | |

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 1st day of January, 2024, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the seal of the Company may be affixed by facsimile on any power of attorney granted, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile shall be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 1st day of January, 2024.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2028, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 1st day of January, 2024, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
KAREN WEBER
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires JULY 24, 2026

Karen Weber
Notary Public
My commission expires July 24, 2026

***CERTIFICATE***

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 6th day of March, 2026.

Brian A. Crook
Brian A. Crook - Assistant Secretary Treasurer

If you have a questions concerning the validity of this Power of Attorney, call 309-766-2090.



1002460

124061.21 12-24-2025

# RIGHT OF WAY CONSTRUCTION BOND

No. 2646999

Applicant's Telephone Number: 319 827 2191

**KNOW ALL MEN BY THESE PRESENTS:**

That (I), (We), Kite Construction LTD,

of 1311 12th St (Street), Jesup, IA 50648-1065 (City, State),

as Principal, and West Bend Insurance Company of

1900 S 18th Ave, West Bend, WI 53095-8796,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Kite Construction LTD of 1311 12th St, Jesup, IA 50648-1065 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 20 26, through April 30, 20 27.

Witness our hands this 5th day of March, 20 26.

Kite Construction LTD
PRINCIPAL

By: _____

Printed Name: Rick Kite

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

West Bend Insurance Company
SURETY

By: _____
Attorney-in-fact

Updated 2-28-2023

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

WEST BEND®

**Bond No.** 2646999

# POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Jason Enders

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Twenty Thousand Dollars and Zero Cents 20,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
**Christopher C. Zwygart**
**Secretary**

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
**Robert J. Jacques**
**President**

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly swom, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli Benedum
**Lead Corporate Attorney**
**Notary Public, Washington Co., WI**
**My Commission is Permanent**

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 5th day of March, 2026.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
**Christopher C. Zwygart**
**Secretary**

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit https://www.thesilverlining.com/annual-meeting for details regarding the annual membership meeting and your voting rights.

# RIGHT OF WAY CONSTRUCTION BOND

No. IA 580340

Applicant's Telephone Number: 319 234 7061

**KNOW ALL MEN BY THESE PRESENTS:**

That (I), (We), LARSON CONSTRUCTION CO INC,

of P O BOX 112 (Street), INDEPENDENCE (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden LARSON CONSTRUCTION CO INC of INDEPENDENCE, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 23rd day of December, 2025.

LARSON CONSTRUCTION CO INC
PRINCIPAL

By: _____

Printed Name: DUSTY LARSON

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Merchants Bonding Company (Mutual)
SURETY

By: _____
Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of December , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor

*President*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of December 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of December , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

*Secretary*

POA 0018 (5/25)

# RIGHT OF WAY CONSTRUCTION BOND

No. IA 509356

Applicant's Telephone Number: 3197355163

**KNOW ALL MEN BY THESE PRESENTS:**

That (I), (We), LEHMAN TRUCKING & EXCAVATING,

of _____, WATERLOO, Iowa,
Street City State

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden LEHMAN TRUCKING & EXCAVATING of WATERLOO, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 21st day of January, 2026.

LEHMAN TRUCKING & EXCAVATING
PRINCIPAL

By: _____

Printed Name: Jacob Lehman

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Merchants Bonding Company (Mutual)
SURETY

By: _____
Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

LP 0467 IA (4/23)

MERCHANTS BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor

*President*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

*Secretary*

POA 0018 (5/25)

# RIGHT OF WAY CONSTRUCTION BOND

No. 7900452208

Applicant's Telephone Number: 319 226 6000

**KNOW ALL MEN BY THESE PRESENTS:**

That (I), (We), Matthias Landscape Company, Inc.,

of 3170 Wagner Rd. (Street), Waterloo (City), IA (State),

as Principal, and Nationwide Mutual Insurance Company of

1100 Locust Street, Department 2006, Des Moines, IA 50391,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Matthias Landscape Company, Inc. of 3170 Wagner Rd., Waterloo, IA 50703 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 1st, 2026, through April 30, 2027.

Witness our hands this 30th day of January, 2026.

Matthias Landscape Company, Inc.
PRINCIPAL

By: [signature]

Printed Name: Doug Matthias

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Nationwide Mutual Insurance Company
SURETY

By: Elizabeth Moore
Attorney-in-fact Elizabeth Moore

SEAL

Updated 2-28-2023

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

Bond Number: 7900452208

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Elizabeth Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

Twenty Thousand and No/100 Dollars ($20,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Kam
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of January, 2026.

Assistant Secretary

BDJ 1(10-25)00

# RIGHT OF WAY CONSTRUCTION BOND

NO. **95 CL T812 4**

Applicant's Telephone Number: 319 300 5197

**KNOW ALL MEN BY THESE PRESENTS:**

That (I) (We), **MICHAEL STEEN**,

of **1512 ROBIN RD WATERLOO IA**,
Street City State

as Principal, and **STATE FARM FIRE AND CASUALTY COMPANY** of

**ONE STATE FARM PLAZA, BLOOMINGTON, IL 61710**,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden **MICHAEL STEEN** of
**1512 ROBIN RD WATERLOO IA** will faithfully perform any and all duties
and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), for a violation of said Ordinances occurring during the life of this bond; and if (he),(she),(they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is **MAY 1, 2026** through **APRIL 30, 2027**.

Witness our hands this **4TH** day of **MARCH, 2026**.

PRINCIPAL

By: Michael Steen

Printed Name: **BRAD JACOBSON**

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

STATE FARM FIRE AND CASUALTY COMPANY CORPORATE SEAL BLOOMINGTON, ILLINOIS

State Farm Fire and Casualty Company
SURETY

By: _____
Attorney-in-Fact

Updated 1-24-00

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

SFB-400015IA.1

State Farm®

State Farm Fire and Casualty Company

# Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Brad Jacobson

of Cedar Falls, IA its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

| | |
|---|---|
| $ 5,000 – License, Permit or Indemnity — Financial Guarantee | $ 50,000 – Notary Public |
| $ 50,000 – License & Permit — Code Compliance | $100,000 – Administrator, Executor, Personal Representative, or Trustee |
| $ 50,000 – Defective Title — Certificate of Title Surety Bond | $ 50,000 – Guardian, Conservator, or Curator |
| $ 25,000 – Public Official | |

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 1st day of January, 2024, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the seal of the Company may be affixed by facsimile on any power of attorney granted, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile shall be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 1st day of January, 2024.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2028, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton

John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 1st day of January, 2024, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
KAREN WEBER
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires JULY 24, 2026

Karen Weber

Notary Public
My commission expires July 24, 2026

***CERTIFICATE***

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 5th day of March, 2026.

Brian A. Crook

Brian A. Crook - Assistant Secretary Treasurer

If you have a questions concerning the validity of this Power of Attorney, call 309-766-2090.



1002460

124061.21 12-24-2025

# RIGHT OF WAY CONSTRUCTION BOND

NO. 95 BA K037 4

Applicant's Telephone Number: 319-830-9289

**KNOW ALL MEN BY THESE PRESENTS:**

That (I) (We), NINO F COSTARELLA DBA CHRISTENSEN BUILDING & REMODELING & REPAIR,

of 401 HERITAGE RD CEDAR FALLS IA,
Street City State

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of

ONE STATE FARM PLAZA, BLOOMINGTON, IL 61710,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden NINO F COSTARELLA DBA CHRISTENSEN BUILDING & REMODELING & REPAIR of
401 HERITAGE RD CEDAR FALLS IA will faithfully perform any and all duties
and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), for a violation of said Ordinances occurring during the life of this bond; and if (he),(she),(they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is MAY 1, 2026 through APRIL 30, 2027.

Witness our hands this 2ND day of FEBRUARY, 2026.

Nino Costarella
DBA Christensen Building + Remodeling + Repair
PRINCIPAL

By: _____

Printed Name: BRAD MCCUNNIFF

State Farm Fire and Casualty Company
SURETY

By: _____
Attorney-in-Fact

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

STATE FARM FIRE AND CASUALTY COMPANY CORPORATE SEAL BLOOMINGTON, ILLINOIS

Updated 1-24-00

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

SFB-400015IA.1

State Farm®

State Farm Fire and Casualty Company

# Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Brad McCunniff of Cedar Falls, Iowa its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

- $ 5,000 – License, Permit or Indemnity — Financial Guarantee
- $ 50,000 – License & Permit — Code Compliance
- $ 50,000 – Defective Title — Certificate of Title Surety Bond
- $ 25,000 – Public Official
- $ 50,000 – Notary Public
- $100,000 – Administrator, Executor, Personal Representative, or Trustee
- $ 50,000 – Guardian, Conservator, or Curator

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 1st day of January, 2024, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the seal of the Company may be affixed by facsimile on any power of attorney granted, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile shall be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 1st day of January, 2024.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2028, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 1st day of January, 2024, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
KAREN WEBER
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires JULY 24, 2026

Karen Weber
Notary Public
My commission expires July 24, 2026

***CERTIFICATE***

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 18 day of March, 2026.

Brian A. Crook
Brian A. Crook - Assistant Secretary Treasurer

If you have a questions concerning the validity of this Power of Attorney, call 309-766-2090.



1002460

124061.21 12-24-2025

TRAVELERS

Travelers Casualty and Surety Company of America
Hartford, CT 06183

**CONTINUATION CERTIFICATE**
**FIDELITY OR SURETY BONDS/POLICIES**

License No. _____

In consideration of **$100.00** dollars renewal premium, the term of Bond/Policy No. **TE9079** in the amount of **$20,000.00**, issued on behalf of **PETERSON CONTRACTORS, INC.**, whose address is **104 BLACKHAWK, BOX A, REINBECK, IA 50669**, in favor of **City of Waterloo, Engineering Department**, whose address is **715 Mulberry St., WATERLOO, IA 50703**, in connection with **City of Waterloo - Right of Way Bond** is hereby extended to **April 30, 2027**, subject to all covenants and conditions of said bond/policy.

This certificate is designed to extend only the term of the bond/policy. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond/policy together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond/policy had originally been written to expire on the date to which it is now being extended.

Signed, sealed and dated **March 02, 2026**

**Travelers Casualty and Surety Company of America**

By: Anne Crowner Attorney-in-Fact

F-59-M (8/06)

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **WAUKEE**, **Iowa**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **March**, **2026**.

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

# RIGHT OF WAY CONSTRUCTION BOND

No. 7900378903

Applicant's Telephone Number: 563-927-9654

**KNOW ALL MEN BY THESE PRESENTS:**

That (I), (We), Philippson Concrete Construction, Inc.,

of 152 West Union Street (Street), Manchester (City), IA (State),

as Principal, and Nationwide Mutual Insurance Company of

1100 Locust Street, Department 2006, Des Moines, IA 50391,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Philippson Concrete Construction, Inc. of 152 West Union Street , Manchester, IA 52057 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 1st, 2026, through April 30, 2027.

Witness our hands this 30th day of January, 2026.

Philippson Concrete Construction, Inc.
PRINCIPAL

By: Jane Philippson

Printed Name: Jane Philippson

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Nationwide Mutual Insurance Company
SURETY

By: Elizabeth Moore
Attorney-in-fact Elizabeth Moore

SEAL

Updated 2-28-2023

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

Bond Number: 7900378903

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Elizabeth Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

Twenty Thousand and No/100 Dollars ($20,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of January, 2026.

Assistant Secretary

BDJ 1(10-25)00

# RIGHT OF WAY CONSTRUCTION BOND

NO. **95 CL U164 9**

Applicant's Telephone Number: 319-240-1089

**KNOW ALL MEN BY THESE PRESENTS:**

That (I) (We), **ROGELIO TORRES**,

of **1401 COMMERCIAL ST WATERLOO IA 50702**,
Street City State

as Principal, and **STATE FARM FIRE AND CASUALTY COMPANY** of

**ONE STATE FARM PLAZA, BLOOMINGTON, IL 61710**,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden **ROGELIO TORRES** of
**1401 COMMERCIAL ST WATERLOO IA 50702** will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), for a violation of said Ordinances occurring during the life of this bond; and if (he),(she),(they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is **MAY 1, 2026** through **APRIL 30, 2027**.

Witness our hands this **30TH** day of **MARCH, 2026**.

Rogelio Torres
PRINCIPAL

By: R. Torres

Printed Name: **JUSTIN BUCK**

State Farm Fire and Casualty Company
SURETY

By: Justin Buck
Attorney-in-Fact

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

STATE FARM FIRE AND CASUALTY COMPANY CORPORATE SEAL BLOOMINGTON, ILLINOIS

Updated 1-24-00

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

SFB-400015IA.1

State Farm Fire and Casualty Company

# Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Justin Buck

of Cedar Falls, Iowa its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

| | |
|---|---|
| $ 5,000 – License, Permit or Indemnity — Financial Guarantee | $ 50,000 – Notary Public |
| $ 50,000 – License & Permit — Code Compliance | $100,000 – Administrator, Executor, Personal Representative, or Trustee |
| $ 50,000 – Defective Title — Certificate of Title Surety Bond | $ 50,000 – Guardian, Conservator, or Curator |
| $ 25,000 – Public Official | |

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 1st day of January, 2024, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the seal of the Company may be affixed by facsimile on any power of attorney granted, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile shall be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 1st day of January, 2024.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2028, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 1st day of January, 2024, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
KAREN WEBER
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires JULY 24, 2026

Karen Weber
Notary Public
My commission expires July 24, 2026

***CERTIFICATE***

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 3rd day of April, 2026.

Brian A. Crook
Brian A. Crook - Assistant Secretary Treasurer

If you have a questions concerning the validity of this Power of Attorney, call 309-766-2090.



1002460 124061.21 12-24-2025

# RIGHT OF WAY CONSTRUCTION BOND

NO. 95 CC 8149 2

Applicant's Telephone Number: 319-231-5412

**KNOW ALL MEN BY THESE PRESENTS:**

That (I) (We), **STEVE MILLER CONSTRUCTION LLC**,

of **1115 W 4TH ST CEDAR FALLS IA** ,
Street City State

as Principal, and **STATE FARM FIRE AND CASUALTY COMPANY** of

**ONE STATE FARM PLAZA, BLOOMINGTON, IL 61710**,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden **STEVE MILLER CONSTRUCTION LLC** of **1115 W 4TH ST CEDAR FALLS IA** will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), for a violation of said Ordinances occurring during the life of this bond; and if (he),(she),(they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is **MAY 1, 2026** through **APRIL 30, 2027**.

Witness our hands this **2ND** day of **FEBRUARY, 2026**.

Steve Miller Construction LLC
PRINCIPAL

By: Steve Miller

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

STATE FARM FIRE AND CASUALTY COMPANY BLOOMINGTON, ILLINOIS CORPORATE SEAL

Printed Name: **BRAD MCCUNNIFF**

State Farm Fire and Casualty Company
SURETY

By: Brad McCunniff
Attorney-in-Fact

Updated 1-24-00

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

SFB-400015IA.1


**StateFarm**
**Brad McCunniff Agency**
**1708 State St.**
**Cedar Falls, IA 50613**
319-266-7533

State Farm®

State Farm Fire and Casualty Company

# Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Brad McCunniff of Cedar Falls, Iowa its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

| | |
|---|---|
| $ 5,000 – License, Permit or Indemnity — Financial Guarantee | $ 50,000 – Notary Public |
| $ 50,000 – License & Permit — Code Compliance | $100,000 – Administrator, Executor, Personal Representative, or Trustee |
| $ 50,000 – Defective Title — Certificate of Title Surety Bond | $ 50,000 – Guardian, Conservator, or Curator |
| $ 25,000 – Public Official | |

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 1st day of January, 2024, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the seal of the Company may be affixed by facsimile on any power of attorney granted, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile shall be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 1st day of January, 2024.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2028, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 1st day of January, 2024, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
KAREN WEBER
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires JULY 24, 2026

Karen Weber
Notary Public
My commission expires July 24, 2026

***CERTIFICATE***

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 24 day of March, 2026.

Brian A. Crook
Brian A. Crook - Assistant Secretary Treasurer

If you have a questions concerning the validity of this Power of Attorney, call 309-766-2090.



1002460

124061.21 12-24-2025

# RIGHT OF WAY CONSTRUCTION BOND

NO. 95 02 3294 8

Applicant's Telephone Number: 319- 269-4001

**KNOW ALL MEN BY THESE PRESENTS:**

That (I) (We), **SWEERIN BROTHERS MASONRY**,

of **202 BLOWERS AVE, WATERLOO IA 50703**,
Street City State

as Principal, and **STATE FARM FIRE AND CASUALTY COMPANY** of

**ONE STATE FARM PLAZA, BLOOMINGTON, IL 61710**,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, If the above bounden **SWEERIN BROTHERS MASONRY** of **202 BLOWERS AVE, WATERLOO IA 50703** will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), for a violation of said Ordinances occurring during the life of this bond; and if (he),(she),(they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is **MAY 1, 2026** through **APRIL 30, 2027**.

Witness our hands this **3RD** day of **FEBRUARY, 2026**.

Al Sweerin

PRINCIPAL

By: Al Sweerin

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Printed Name: **KIM FILTER**

State Farm Fire and Casualty Company
SURETY

By: Kim Filter
Attorney-in-Fact

Updated 1-24-00

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

SFB-400015IA.1

# Power of Attorney

STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Staci Ballenger, Hailee Campbell, Pamela Chancellor, Brian A Crook, Sarah Deleon, Tina Easley, Kim Filter, Mark Fink, Aubrey Foxx, Dustin Fulks,Jay W. Hendren, LeAnn Henry, John R. Horton, Jeanette Hughes, Jerry Jacek, Lori McDowell, Taylor Manus, Jill Miller-Roberts, Cheriese Mickelson, Susan Mohr, Melissa L. Morris, Brianna Novacek, Whitney Risley, Suzanne M. Robertson, Brittney Royal, Mario Silva, Heidi Simmons, Michael S Timlin, Perry Tracy, Kathy J. Walker, Karen Weber, Dawn Welles Boyd, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 1st day of January, 2024, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 1st day of January, 2024.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2028, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: _____
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 1st day of January, 2024, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
KAREN WEBER
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires JULY 24, 2026

Karen Weber
Notary Public
My commission expires July 24, 2026

CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 3RD day of FEBRUARY, 2026

Brian A. Crook – Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call (309) 766-2090.
FB6-9045.R
(04-01-2024)

Printed in U.S.A.

# RIGHT OF WAY CONSTRUCTION BOND

No. W150424546

Applicant's Telephone Number: 515 282-8818

**KNOW ALL MEN BY THESE PRESENTS:**

That (I), (We), Team Services Inc,

of 717 SE 6th St (Street), Des Moines (City), Iowa (State),

as Principal, and Old Republic Surety Company of

18500 W Corporate Dr, Ste 170, Brookfield, WI 53045,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Team Services Inc of 717 SE 6th St, Des Moines, IA 50309-5200 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is May 1, 20 26, through April 30, 20 27.

Witness our hands this 29th day of January, 20 26.

Team Services Inc
PRINCIPAL

By: _____

Printed Name: Team Services Inc

Old Republic Surety Company
SURETY

By: _____
Attorney-in-fact

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Updated 2-28-2023

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

# OLD REPUBLIC SURETY COMPANY

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Anne Solomko of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows:

Effective Date: 05/01/

Bond Number: W150424546 Bond Amount: Twenty Thousand Dollars $ 20,000.00

Principal Name: Team Services Inc

Obligee Name: City of Waterloo - Engineering Dept, Iowa

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29th day of January, 2026.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of January, 2026, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My Commission Expires: 09/28/2026

**(Expiration of notary's commission does not invalidate this instrument)**

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0401442

Signed and sealed at the City of Brookfield, WI this 29th day of January, 2026.

Assistant Secretary

ORSC 22262 (3-06)

THE DANA COMPANY

# RIGHT OF WAY CONSTRUCTION BOND

No. 100421228

Applicant's Telephone Number: (319) 268-5204

**KNOW ALL MEN BY THESE PRESENTS:**

That (I), (We), The Municipal Communications Utilities of the City of Cedar Falls, Iowa,

of 1 Utility Pkwy (Street), Cedar Falls (City), Iowa (State),

as Principal, and Merchants Bonding Company (Mutual) of

P.O. Box 14498, Des Moines, IA 50306-3498,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden The Municipal Communications Utilities of the City of Cedar Falls, Iowa of Cedar Falls, IA will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2026, through April 30, 2027.

Witness our hands this 3rd day of February, 2026.

The Municipal Communications Utilities of the City of Cedar Falls, Iowa
PRINCIPAL

By: Susan Abernathy

Printed Name: Susan Abernathy

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Merchants Bonding Company (Mutual) General Manager
SURETY

By: James A. Holter

Attorney-in-fact
James A. Holter, Attorney-in-Fact

Updated 2-28-2023

**PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.**

LP 0467 IA (4/23)

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) - INCORPORATED - 1933
MERCHANTS NATIONAL BONDING, INC. - INCORPORATED - 2003
MERCHANTS NATIONAL INDEMNITY COMPANY - CALIFORNIA

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor

*President*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of February , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) - INCORPORATED - 1933
MERCHANTS NATIONAL BONDING, INC. - INCORPORATED - 2003
MERCHANTS NATIONAL INDEMNITY COMPANY - CALIFORNIA

*Secretary*

POA 0018 (5/25)

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

FYE 2027 Budget Hearing.

## RECOMMENDED COUNCIL ACTION

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. Published Budget FY27
2. FY27 Fact Sheet
3. FY27 vs FY26 - Differences in Personnel and Other Expenses

**FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027**
**ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES**
**The City of : WATERLOO County Name: BLACK HAWK COUNTY**
**Adopted On: (entered upon adoption) Resolution: (entered upon adoption)**

**The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.**

**Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.**

| | | With Gas & Electric | | Without Gas & Electric | |
|---|---|---|---|---|---|
| Regular | 2a | 2,389,430,307 | 2b | 2,305,788,395 | **City Number: 07-054** |
| DEBT SERVICE | 3a | 3,111,862,658 | 3b | 3,028,220,746 | **Last Official Census: 67,314** |
| Ag Land | 4a | 15,557,379 | | | |

**Consolidated General Fund Levy Calculation**

| | CGFL Rate | CGFL Dollars | Non-TIF Taxable w/ G&E | Taxable Growth % |
|---|---|---|---|---|
| **FY 2026 Budget Data** | 8.91000 | 21,047,385 | 2,362,220,554 | 1.15 |
| | **Limitation Percentage** | | | |
| | 0 | | | |
| | **CGFL Max Rate** | **CGFL Max Dollars** | **Revenue Growth %** | |
| **Max Allowed CGFL for FY 2027** | 8.91000 | 21,289,824 | 1.15 | |

**TAXES LEVIED**

| Code Sec. | Dollar Limit | Purpose | ENTER FIRE DISTRICT RATE BELOW | | | (A) Request with Utility Replacement | (B) Property Taxes Levied | | (C) Rate |
|---|---|---|---|---|---|---|---|---|---|
| 384.1 | 8.91000 | Consolidated General Fund | | | 5 | 21,289,824 | 20,544,575 | 43 | 8.91000 |
| | | **Non-Voted Other Permissible Levies** | | | | | | | |
| 384.12(1) | 0.95000 | Opr & Maint publicly owned Transit | | | 7 | 1,566,725 | 1,511,882 | 45 | 0.65569 |
| 384.12(2) | 0.27000 | Aviation Authority (under sec.330A.15) | | | 11 | | 0 | 49 | 0.00000 |
| 384.12(3) | Amt Nec | Liability, property & self insurance costs | | | 14 | 2,933,754 | 2,831,047 | 52 | 1.22780 |
| 384.12(5) | Amt Nec | Support of a Local Emerg.Mgmt.Comm. | | | 462 | 97,321 | 93,915 | 465 | 0.04073 |
| | | **Voted Other Permissible Levies** | | | | | | | |
| 28E.22 | 1.50000 | Unified Law Enforcement | | | 24 | | 0 | 62 | 0.00000 |
| | | **Total General Fund Regular Levies (5 thru 24)** | | | 25 | 25,887,624 | 24,981,419 | | |
| 384.1 | 3.00375 | Ag Land | | | 26 | 46,731 | 46,731 | 63 | 3.00375 |
| | | **Total General Fund Tax Levies (25 + 26)** | | | 27 | 25,934,355 | 25,028,150 | | **Do Not Add** |
| | | **Special Revenue Levies** | | | | | | | |
| 384.6 | Amt Nec | Police & Fire Retirement | | | 29 | 5,289,919 | 5,104,739 | | 2.21388 |
| | Amt Nec | FICA & IPERS (if general fund at levy limit) | | | 30 | 2,711,167 | 2,616,263 | | 1.13465 |
| Rules | Amt Nec | Other Employee Benefits | | | 31 | 9,166,248 | 8,845,373 | | 3.83616 |
| | | **Subtotal Employee Benefit Levy (29,30,31)** | | | 32 | 17,167,334 | 16,566,375 | 65 | 7.18469 |
| | | | **Valuation** | | | | | | |
| 386 | **As Req** | **With Gas & Elec** | | **Without Gas & Elec** | | | | | |
| | SSMID 1 (A) | 0 | (B) | 0 | 34 | | 0 | 66 | 0.00000 |
| | SSMID 2 (A) | 0 | (B) | 0 | 35 | | 0 | 67 | 0.00000 |
| | SSMID 3 (A) | 0 | (B) | 0 | 36 | | 0 | 68 | 0.00000 |
| | SSMID 4 (A) | 0 | (B) | 0 | 37 | | 0 | 69 | 0.00000 |
| | SSMID 5 (A) | 0 | (B) | 0 | 555 | | 0 | 565 | 0.00000 |
| | SSMID 6 (A) | 0 | (B) | 0 | 556 | | 0 | 566 | 0.00000 |
| | SSMID 7 (A) | 0 | (B) | 0 | 1177 | | 0 | 1179 | 0.00000 |
| | SSMID 8 (A) | 0 | (B) | 0 | 1185 | | 0 | 1187 | 0.00000 |
| | | **Total Special Revenue Levies** | | | 39 | 17,167,334 | 16,566,375 | | |
| 384.4 | Amt Nec | **Debt Service Levy 76.10(6)** | | | 40 | 11,740,090 | 11,424,538 | 70 | 3.77269 |
| 384.7 | 0.67500 | **Capital Projects (Capital Improv. Reserve)** | | | 41 | | 0 | 71 | 0.00000 |
| | | **Total Property Taxes (27+39+40+41)** | | | 42 | 54,841,779 | 53,019,063 | 72 | 21.79160 |

**COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:**
**Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.**

( City Representative ) ( Date ) ( County Auditor ) ( Date )

**CITY NAME: WATERLOO**

**NOTICE OF PUBLIC HEARING - CITY OF WATERLOO - PROPOSED PROPERTY TAX LEVY**
**Fiscal Year July 1, 2026 - June 30, 2027**

**CITY #: 07-054**

**The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:**

**Meeting Date: 3/30/2026 Meeting Time: 05:30 PM Meeting Location: City Hall - Council Chambers 715 Mulberry St Waterloo, IA 50703**

**At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.**

City Website (if available)
https://www.cityofwaterlooiowa.com/

City Telephone Number
(319) 291-4323

| Iowa Department of Management | Current Year Certified Property Tax 2025 - 2026 | Budget Year Effective Property Tax 2026 - 2027 | Budget Year Proposed Property Tax 2026 - 2027 |
|---|---|---|---|
| Taxable Valuations for Non-Debt Service | 2,285,535,170 | 2,305,788,395 | 2,305,788,395 |
| Consolidated General Fund | 20,364,118 | 20,364,118 | 20,544,575 |
| Operation & Maintenance of Public Transit | 1,457,554 | 1,457,554 | 1,511,882 |
| Aviation Authority | 0 | 0 | 0 |
| Liability, Property & Self Insurance | 2,592,048 | 2,592,048 | 2,831,047 |
| Support of Local Emergency Mgmt. Comm. | 90,256 | 90,256 | 93,915 |
| Unified Law Enforcement | 0 | 0 | 0 |
| Police & Fire Retirement | 5,082,642 | 5,082,642 | 5,104,739 |
| FICA & IPERS (If at General Fund Limit) | 2,547,915 | 2,547,915 | 2,616,263 |
| Other Employee Benefits | 10,080,833 | 10,080,833 | 8,845,373 |
| Capital Projects (Capital Improv. Reserve) | 0 | 0 | 0 |
| Taxable Value for Debt Service | 2,920,181,790 | 3,028,220,746 | 3,028,220,746 |
| Debt Service | 9,697,719 | 9,697,719 | 11,424,538 |
| CITY REGULAR TOTAL PROPERTY TAX | 51,913,085 | 51,913,085 | 52,972,332 |
| CITY REGULAR TAX RATE | 21.79160 | 21.51088 | 21.79160 |
| Taxable Value for City Ag Land | 15,492,445 | 15,557,379 | 15,557,379 |
| Ag Land | 46,535 | 46,535 | 46,731 |
| CITY AG LAND TAX RATE | 3.00372 | 2.99119 | 3.00375 |
| **Tax Rate Comparison-Current VS. Proposed** | | | |
| Residential property with an Actual/Assessed Valuation of $100,000/$110,000 | **Current Year Certified 2025/2026** | **Budget Year Proposed 2026/2027** | **Percent Change** |
| City Regular Residential | 1,034 | 1,068 | 3.29 |
| Commercial property with an Actual/Assessed Valuation of $300,000/$330,000 | **Current Year Certified 2025/2026** | **Budget Year Proposed 2026/2027** | **Percent Change** |
| City Regular Commercial | 4,492 | 4,986 | 11.00 |

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and commercial properties have the same rollback percentage through $150,000 of actual/assessed valuation.

**Reasons for tax increase if proposed exceeds the current:**

Increased personnel costs, Increases in Commodities/Contractual costs, including ambulance service fees, workers compensation insurance, liability insurance, and MET. Less Increases in revenue, including interest, ambulance revenue, grant funds, etc.

**FUND BALANCE**

**City Name: WATERLOO**
**Fiscal Year July 1, 2026 - June 30, 2027**

| | | GENERAL | SPECIAL REVENUES | TIF SPECIAL REVENUES | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | TOTAL GOVERNMENT | PROPRIETARY | GRAND TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| **Annual Report FY 2025** | | | | | | | | | | |
| Beginning Fund Balance July 1 | 1 | 63,069,970 | 41,293,429 | 1,942,815 | 839,470 | 25,772,654 | 0 | 132,918,338 | 32,000,473 | 164,918,811 |
| Actual Revenues Except Beg Balance | 2 | 82,316,464 | 86,817,398 | 22,433,322 | 16,355,899 | 54,020,169 | 0 | 261,943,252 | 41,398,339 | 303,341,591 |
| Actual Expenditures Except End Balance | 3 | 94,076,456 | 87,147,555 | 20,372,692 | 16,287,376 | 54,800,311 | 0 | 272,684,390 | 34,556,153 | 307,240,543 |
| Ending Fund Balance June 30 | 4 | 51,309,978 | 40,963,272 | 4,003,445 | 907,993 | 24,992,512 | 0 | 122,177,200 | 38,842,659 | 161,019,859 |
| **Re-Estimated FY 2026** | | | | | | | | | | |
| Beginning Fund Balance | 5 | 51,309,978 | 40,963,272 | 4,003,445 | 907,993 | 24,992,512 | 0 | 122,177,200 | 38,842,659 | 161,019,859 |
| Re-Est Revenues | 6 | 76,710,824 | 76,325,111 | 24,156,521 | 19,225,669 | 66,592,175 | 0 | 263,010,300 | 34,980,416 | 297,990,716 |
| Re-Est Expenditures | 7 | 84,099,779 | 86,380,108 | 22,913,274 | 19,066,712 | 58,842,175 | 0 | 271,302,048 | 37,051,429 | 308,353,477 |
| Ending Fund Balance | 8 | 43,921,023 | 30,908,275 | 5,246,692 | 1,066,950 | 32,742,512 | 0 | 113,885,452 | 36,771,646 | 150,657,098 |
| **Budget FY 2027** | | | | | | | | | | |
| Beginning Fund Balance | 9 | 43,921,023 | 30,908,275 | 5,246,692 | 1,066,950 | 32,742,512 | 0 | 113,885,452 | 36,771,646 | 150,657,098 |
| Revenues | 10 | 78,277,942 | 86,719,564 | 26,320,411 | 40,504,252 | 20,842,175 | 0 | 252,664,344 | 39,480,416 | 292,144,760 |
| Expenditures | 11 | 82,408,364 | 98,523,165 | 26,270,411 | 39,833,346 | 44,475,883 | 0 | 291,511,169 | 47,182,219 | 338,693,388 |
| Ending Fund Balance | 12 | 39,790,601 | 19,104,674 | 5,296,692 | 1,737,856 | 9,108,804 | 0 | 75,038,627 | 29,069,843 | 104,108,470 |

**LOCAL EMC SUPPORT**

**City Name: WATERLOO**
**Fiscal Year July 1, 2026 - June 30, 2027**

**As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 6 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.**

| | Request with Utility Replacement | Property Taxes Levied |
|---|---|---|
| Portion of General Fund Levy Used for Emerg. Mgmt. Comm. | | 0 |
| Support of a Local Emerg.Mgmt.Comm. | 97,321 | 93,915 |
| TOTAL FOR FY 2027 | 97,321 | 93,915 |

**RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1**

**City Name: WATERLOO**
**Fiscal Year July 1, 2025 - June 30, 2026**

| GOVERNMENT ACTIVITIES CONT. | | GENERAL | SPECIAL REVENUE | TIF SPECIAL REVENUES | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | PROPRIETARY | RE-ESTIMATED 2026 | ACTUAL 2025 |
|---|---|---|---|---|---|---|---|---|---|---|
| **PUBLIC SAFETY** | | | | | | | | | | |
| Police Department/Crime Prevention | 1 | 20,757,430 | 2,902,016 | | | | | | 23,659,446 | 23,140,097 |
| Jail | 2 | | | | | | | | 0 | 0 |
| Emergency Management | 3 | 93,284 | | | | | | | 93,284 | 89,944 |
| Flood Control | 4 | | | | | | | | 0 | 0 |
| Fire Department | 5 | 12,653,109 | 1,892,928 | | | | | | 14,546,037 | 14,782,094 |
| Ambulance | 6 | 4,435,480 | 489,380 | | | | | | 4,924,860 | 4,490,205 |
| Building Inspections | 7 | 1,609,061 | | | | | | | 1,609,061 | 1,545,080 |
| Miscellaneous Protective Services | 8 | | | | | | | | 0 | 0 |
| Animal Control | 9 | | | | | | | | 0 | 0 |
| Other Public Safety | 10 | | | | | | | | 0 | 0 |
| TOTAL (lines 1 - 10) | 11 | 39,548,364 | 5,284,324 | | | | 0 | | 44,832,688 | 44,047,420 |
| **PUBLIC WORKS** | | | | | | | | | | |
| Roads, Bridges, & Sidewalks | 12 | 275,000 | 27,269,866 | | | | | | 27,544,866 | 19,728,688 |
| Parking - Meter and Off-Street | 13 | 471,750 | | | | | | | 471,750 | 411,860 |
| Street Lighting | 14 | | 515,000 | | | | | | 515,000 | 518,699 |
| Traffic Control and Safety | 15 | | 2,134,795 | | | | | | 2,134,795 | 2,069,151 |
| Snow Removal | 16 | | 1,859,792 | | | | | | 1,859,792 | 1,394,530 |
| Highway Engineering | 17 | | | | | | | | 0 | 0 |
| Street Cleaning | 18 | | | | | | | | 0 | 0 |
| Airport (if not Enterprise) | 19 | 1,457,391 | 2,530,400 | | | | | | 3,987,791 | 6,736,979 |
| Garbage (if not Enterprise) | 20 | | | | | | | | 0 | 0 |
| Other Public Works | 21 | 5,055,383 | | | | | | | 5,055,383 | 4,873,258 |
| TOTAL (lines 12 - 21) | 22 | 7,259,524 | 34,309,853 | | | | 0 | | 41,569,377 | 35,733,165 |
| **HEALTH & SOCIAL SERVICES** | | | | | | | | | | |
| Welfare Assistance | 23 | | | | | | | | 0 | 0 |
| City Hospital | 24 | | | | | | | | 0 | 0 |
| Payments to Private Hospitals | 25 | | | | | | | | 0 | 0 |
| Health Regulation and Inspection | 26 | | | | | | | | 0 | 0 |
| Water, Air, and Mosquito Control | 27 | | | | | | | | 0 | 0 |
| Community Mental Health | 28 | | | | | | | | 0 | 0 |
| Other Health and Social Services | 29 | 407,651 | | | | | | | 407,651 | 360,995 |
| TOTAL (lines 23 - 29) | 30 | 407,651 | 0 | | | | 0 | | 407,651 | 360,995 |
| **CULTURE & RECREATION** | | | | | | | | | | |
| Library Services | 31 | 3,048,784 | | | | | | | 3,048,784 | 3,054,955 |
| Museum, Band and Theater | 32 | 2,232,496 | | | | | | | 2,232,496 | 1,522,538 |
| Parks | 33 | 3,621,462 | | | | | | | 3,621,462 | 3,499,604 |
| Recreation | 34 | 3,858,056 | | | | | | | 3,858,056 | 3,613,254 |
| Cemetery | 35 | 70,000 | | | | | | | 70,000 | 70,000 |
| Community Center, Zoo, & Marina | 36 | 992,066 | | | | | | | 992,066 | 1,078,556 |
| Other Culture and Recreation | 37 | | | | | | | | 0 | 0 |
| TOTAL (lines 31 - 37) | 38 | 13,822,864 | 0 | | | | 0 | | 13,822,864 | 12,838,907 |

**RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2**

**City Name: WATERLOO**
**Fiscal Year July 1, 2025 - June 30, 2026**

| GOVERNMENT ACTIVITIES CONT. | | GENERAL | SPECIAL REVENUE | TIF SPECIAL REVENUES | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | PROPRIETARY | RE-ESTIMATED 2026 | ACTUAL 2025 |
|---|---|---|---|---|---|---|---|---|---|---|
| **COMMUNITY & ECONOMIC DEVELOPMENT** | | | | | | | | | | |
| Community Beautification | 39 | | | | | | | | 0 | 0 |
| Economic Development | 40 | 1,296,372 | | | | | | | 1,296,372 | 1,822,388 |
| Housing and Urban Renewal | 41 | 59,440 | 17,024,061 | | | | | | 17,083,501 | 10,120,676 |
| Planning & Zoning | 42 | 702,526 | | | | | | | 702,526 | 671,766 |
| Other Com & Econ Development | 43 | 2,337,896 | | | | | | | 2,337,896 | 3,321,014 |
| TIF Rebates | 44 | | | 3,826,902 | | | | | 3,826,902 | 4,595,161 |
| TOTAL (lines 39 - 44) | 45 | 4,396,234 | 17,024,061 | 3,826,902 | | | 0 | | 25,247,197 | 20,531,005 |
| **GENERAL GOVERNMENT** | | | | | | | | | | |
| Mayor, Council, & City Manager | 46 | 1,422,250 | | | | | | | 1,422,250 | 1,210,314 |
| Clerk, Treasurer, & Finance Adm. | 47 | 1,774,694 | | | | | | | 1,774,694 | 1,479,212 |
| Elections | 48 | 65,000 | | | | | | | 65,000 | 0 |
| Legal Services & City Attorney | 49 | 359,451 | | | | | | | 359,451 | 292,239 |
| City Hall & General Buildings | 50 | 777,206 | | | | | | | 777,206 | 828,559 |
| Tort Liability | 51 | 3,289,226 | | | | | | | 3,289,226 | 3,044,359 |
| Other General Government | 52 | 5,677,315 | 17,472 | | | | | | 5,694,787 | 5,905,518 |
| TOTAL (lines 46 - 52) | 53 | 13,365,142 | 17,472 | 0 | | | 0 | | 13,382,614 | 12,760,201 |
| **DEBT SERVICE** | 54 | | | | 19,066,712 | | | | 19,066,712 | 17,017,015 |
| Gov Capital Projects | 55 | | 14,540,000 | | | 46,342,175 | | | 60,882,175 | 66,663,527 |
| TIF Capital Projects | 56 | | | | | 12,500,000 | | | 12,500,000 | 16,133,873 |
| TOTAL CAPITAL PROJECTS | 57 | 0 | 14,540,000 | 0 | | 58,842,175 | 0 | | 73,382,175 | 82,797,400 |
| **TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)** | 58 | 78,799,779 | 71,175,710 | 3,826,902 | 19,066,712 | 58,842,175 | 0 | | 231,711,278 | 226,086,108 |
| **BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF** | | | | | | | | | | |
| Water Utility | 59 | | | | | | | | 0 | 0 |
| Sewer Utility | 60 | | | | | | | 11,065,862 | 11,065,862 | 9,565,429 |
| Electric Utility | 61 | | | | | | | | 0 | 0 |
| Gas Utility | 62 | | | | | | | | 0 | 0 |
| Airport | 63 | | | | | | | | 0 | 0 |
| Landfill/Garbage | 64 | | | | | | | 7,518,913 | 7,518,913 | 6,052,484 |
| Transit | 65 | | | | | | | | 0 | 0 |
| Cable TV, Internet & Telephone | 66 | | | | | | | | 0 | 450 |
| Housing Authority | 67 | | | | | | | | 0 | 0 |
| Storm Water Utility | 68 | | | | | | | 1,850,578 | 1,850,578 | 1,616,890 |
| Other Business Type (city hosp., ISF, parking, etc.) | 69 | | | | | | | | 0 | 0 |
| Enterprise DEBT SERVICE | 70 | | | | | | | 3,600,000 | 3,600,000 | 3,425,667 |
| Enterprise CAPITAL PROJECTS | 71 | | | | | | | 10,900,000 | 10,900,000 | 11,532,988 |
| Enterprise TIF CAPITAL PROJECTS | 72 | | | | | | | | 0 | 0 |
| TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72) | 73 | | | | | | | 34,935,353 | 34,935,353 | 32,193,908 |
| **TOTAL ALL EXPENDITURES (lines 58+73)** | 74 | 78,799,779 | 71,175,710 | 3,826,902 | 19,066,712 | 58,842,175 | 0 | 34,935,353 | 266,646,631 | 258,280,016 |
| Regular Transfers Out | 75 | 5,300,000 | 15,204,398 | | | | | 2,116,076 | 22,620,474 | 34,342,635 |
| Internal TIF Loan Transfers Out | 76 | | | 19,086,372 | | | | | 19,086,372 | 14,617,892 |
| Total ALL Transfers Out | 77 | 5,300,000 | 15,204,398 | 19,086,372 | 0 | 0 | 0 | 2,116,076 | 41,706,846 | 48,960,527 |
| **Total Expenditures and Other Fin Uses (lines 74+77)** | 78 | 84,099,779 | 86,380,108 | 22,913,274 | 19,066,712 | 58,842,175 | 0 | 37,051,429 | 308,353,477 | 307,240,543 |
| **Ending Fund Balance June 30** | 79 | 43,921,023 | 30,908,275 | 5,246,692 | 1,066,950 | 32,742,512 | 0 | 36,771,646 | 150,657,098 | 161,019,859 |



Local Government Property Valuation System

**RE-ESTIMATED REVENUES DETAIL**

**City Name: WATERLOO**
**Fiscal Year July 1, 2025 - June 30, 2026**

| REVENUES & OTHER FINANCING SOURCES | | GENERAL | SPECIAL REVENUE | TIF SPECIAL REVENUES | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | PROPRIETARY | RE-ESTIMATED 2026 | ACTUAL 2025 |
|---|---|---|---|---|---|---|---|---|---|---|
| Taxes Levied on Property | 1 | 24,550,511 | 17,711,390 | | 9,697,719 | | | | 51,959,620 | 51,025,152 |
| Less: Uncollected Property Taxes - Levy Year | 2 | | | | | | | | 0 | 0 |
| Net Current Property Taxes (line 1 minus line 2) | 3 | 24,550,511 | 17,711,390 | | 9,697,719 | 0 | | | 51,959,620 | 51,025,152 |
| Delinquent Property Taxes | 4 | | | | | | | | 0 | -10,786 |
| TIF Revenues | 5 | | | 23,902,048 | | | | | 23,902,048 | 22,145,278 |
| Other City Taxes: | | | | | | | | | | |
| Utility Tax Replacement Excise Taxes | 6 | 822,177 | 594,257 | | 254,661 | | | | 1,671,095 | 1,710,210 |
| Utility franchise tax (Iowa Code Chapter 364.2) | 7 | 5,060,000 | | | | | | | 5,060,000 | 4,872,114 |
| Parimutuel wager tax | 8 | | | | | | | | 0 | 0 |
| Gaming wager tax | 9 | 1,275,000 | | | | | | | 1,275,000 | 1,295,195 |
| Mobile Home Taxes | 10 | 33,700 | | | 10,000 | | | | 43,700 | 80,098 |
| Hotel/Motel Taxes | 11 | 1,600,000 | | | | | | | 1,600,000 | 1,649,907 |
| Other **Local Option Taxes** | 12 | | 12,000,000 | | | | | | 12,000,000 | 13,426,925 |
| Subtotal - Other City Taxes (lines 6 thru 12) | 13 | 8,790,877 | 12,594,257 | | 264,661 | 0 | | | 21,649,795 | 23,034,449 |
| Licenses & Permits | 14 | 1,484,520 | 17,500 | | | | | 12500 | 1,514,520 | 2,063,357 |
| Use of Money & Property | 15 | 1,715,500 | 659,180 | 100,000 | 25,000 | | | 215,000 | 2,714,680 | 7,777,893 |
| Intergovernmental: | | | | | | | | | | |
| Federal Grants & Reimbursements | 16 | 436,872 | 27,003,256 | | | | | | 27,440,128 | 18,942,542 |
| Road Use Taxes | 17 | | 9,500,000 | | | | | | 9,500,000 | 9,557,471 |
| Other State Grants & Reimbursements | 18 | 1,107,843 | 2,337,878 | 154,473 | 346,605 | | | 1,400,000 | 5,346,799 | 8,905,985 |
| Local Grants & Reimbursements | 19 | 608,505 | 1,000,000 | | | 45,792,175 | | 336,570 | 47,737,250 | 3,242,825 |
| Subtotal - Intergovernmental (lines 16 thru 19) | 20 | 2,153,220 | 39,841,134 | 154,473 | 346,605 | 45,792,175 | | 1,736,570 | 90,024,177 | 40,648,823 |
| Charges for Fees & Service: | | | | | | | | | | |
| Water Utility | 21 | | | | | | | | 0 | 0 |
| Sewer Utility | 22 | | | | | | | 16,805,000 | 16,805,000 | 17,207,951 |
| Electric Utility | 23 | | | | | | | | 0 | 0 |
| Gas Utility | 24 | | | | | | | | 0 | 0 |
| Parking | 25 | 397,750 | | | | | | | 397,750 | 338,530 |
| Airport | 26 | 305,000 | 120,000 | | | | | | 425,000 | 375,020 |
| Landfill/Garbage | 27 | | | | | | | 5,846,346 | 5,846,346 | 5,866,462 |
| Hospital | 28 | | | | | | | | 0 | 0 |
| Transit | 29 | | | | | | | | 0 | 0 |
| Cable TV, Internet & Telephone | 30 | | | | | | | | 0 | 0 |
| Housing Authority | 31 | | | | | | | | 0 | 0 |
| Storm Water Utility | 32 | | | | | | | 3,350,000 | 3,350,000 | 3,452,047 |
| Other Fees & Charges for Service | 33 | 13,174,511 | 279,400 | | | | | | 13,453,911 | 14,690,221 |
| **Subtotal - Charges for Service (lines 21 thru 33)** | 34 | 13,877,261 | 399,400 | | 0 | 0 | 0 | 26,001,346 | 40,278,007 | 41,930,231 |
| Special Assessments | 35 | 245,000 | | | | | | 10,000 | 255,000 | 368,587 |
| Miscellaneous | 36 | 8,493,773 | 102,250 | | | 2,300,000 | | | 10,896,023 | 14,226,369 |
| Other Financing Sources:<br>Regular Operating Transfers In | 37 | 15,058,790 | 5,000,000 | | 2,561,684 | | | | 22,620,474 | 34,342,635 |
| Internal TIF Loan Transfers In | 38 | 256,372 | | | 6,330,000 | 12,500,000 | | | 19,086,372 | 14,617,892 |
| Subtotal ALL Operating Transfers In | 39 | 15,315,162 | 5,000,000 | 0 | 8,891,684 | 12,500,000 | 0 | 0 | 41,706,846 | 48,960,527 |
| Proceeds of Debt (Excluding TIF Internal Borrowing) | 40 | | | | | 6,000,000 | | 7,000,000 | 13,000,000 | 50,913,729 |
| Proceeds of Capital Asset Sales | 41 | 85,000 | | | | | | 5,000 | 90,000 | 257,982 |
| **Subtotal-Other Financing Sources (lines 36 thru 38)** | 42 | 15,400,162 | 5,000,000 | 0 | 8,891,684 | 18,500,000 | 0 | 7,005,000 | 54,796,846 | 100,132,238 |
| **Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)** | 43 | 76,710,824 | 76,325,111 | 24,156,521 | 19,225,669 | 66,592,175 | 0 | 34,980,416 | 297,990,716 | 303,341,591 |
| Beginning Fund Balance July 1 | 44 | 51,309,978 | 40,963,272 | 4,003,445 | 907,993 | 24,992,512 | 0 | 38,842,659 | 161,019,859 | 164,918,811 |
| **TOTAL REVENUES & BEGIN BALANCE (lines 41+42)** | 45 | 128,020,802 | 117,288,383 | 28,159,966 | 20,133,662 | 91,584,687 | 0 | 73,823,075 | 459,010,575 | 468,260,402 |

**EXPENDITURES SCHEDULE PAGE 1**

**City Name: WATERLOO**
**Fiscal Year July 1, 2026 - June 30, 2027**

| GOVERNMENT ACTIVITIES | | GENERAL | SPECIAL REVENUES | TIF SPECIAL REVENUES | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | PROPRIETARY | BUDGET 2027 | RE-ESTIMATED 2026 | ACTUAL 2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **PUBLIC SAFETY** | | | | | | | | | | | |
| Police Department/Crime Prevention | 1 | 21,778,149 | 2,929,352 | | | | | | 24,707,501 | 23,659,446 | 23,140,097 |
| Jail | 2 | | | | | | | | 0 | 0 | 0 |
| Emergency Management | 3 | 97,321 | | | | | | | 97,321 | 93,284 | 89,944 |
| Flood Control | 4 | | | | | | | | 0 | 0 | 0 |
| Fire Department | 5 | 13,560,334 | 1,910,567 | | | | | | 15,470,901 | 14,546,037 | 14,782,094 |
| Ambulance | 6 | 4,097,204 | 450,000 | | | | | | 4,547,204 | 4,924,860 | 4,490,205 |
| Building Inspections | 7 | 1,649,867 | | | | | | | 1,649,867 | 1,609,061 | 1,545,080 |
| Miscellaneous Protective Services | 8 | | | | | | | | 0 | 0 | 0 |
| Animal Control | 9 | | | | | | | | 0 | 0 | 0 |
| Other Public Safety | 10 | | | | | | | | 0 | 0 | 0 |
| TOTAL (lines 1 - 10) | 11 | 41,182,875 | 5,289,919 | | | | 0 | | 46,472,794 | 44,832,688 | 44,047,420 |
| **PUBLIC WORKS** | | | | | | | | | | | |
| Roads, Bridges, & Sidewalks | 12 | 275,000 | 27,527,356 | | | | | | 27,802,356 | 27,544,866 | 19,728,688 |
| Parking - Meter and Off-Street | 13 | 400,000 | | | | | | | 400,000 | 471,750 | 411,860 |
| Street Lighting | 14 | | 515,000 | | | | | | 515,000 | 515,000 | 518,699 |
| Traffic Control and Safety | 15 | | 2,031,691 | | | | | | 2,031,691 | 2,134,795 | 2,069,151 |
| Snow Removal | 16 | | 1,672,760 | | | | | | 1,672,760 | 1,859,792 | 1,394,530 |
| Highway Engineering | 17 | | | | | | | | 0 | 0 | 0 |
| Street Cleaning | 18 | | | | | | | | 0 | 0 | 0 |
| Airport | 19 | 1,491,265 | 4,943,000 | | | | | | 6,434,265 | 3,987,791 | 6,736,979 |
| Garbage (if not Enterprise) | 20 | | | | | | | | 0 | 0 | 0 |
| Other Public Works | 21 | 5,145,681 | | | | | | | 5,145,681 | 5,055,383 | 4,873,258 |
| TOTAL (lines 12 - 21) | 22 | 7,311,946 | 36,689,807 | | | | 0 | | 44,001,753 | 41,569,377 | 35,733,165 |
| **HEALTH & SOCIAL SERVICES** | | | | | | | | | | | |
| Welfare Assistance | 23 | | | | | | | | 0 | 0 | 0 |
| City Hospital | 24 | | | | | | | | 0 | 0 | 0 |
| Payments to Private Hospitals | 25 | | | | | | | | 0 | 0 | 0 |
| Health Regulation and Inspection | 26 | | | | | | | | 0 | 0 | 0 |
| Water, Air, and Mosquito Control | 27 | | | | | | | | 0 | 0 | 0 |
| Community Mental Health | 28 | | | | | | | | 0 | 0 | 0 |
| Other Health and Social Services | 29 | 426,544 | | | | | | | 426,544 | 407,651 | 360,995 |
| TOTAL (lines 23 - 29) | 30 | 426,544 | 0 | | | | 0 | | 426,544 | 407,651 | 360,995 |
| **CULTURE & RECREATION** | | | | | | | | | | | |
| Library Services | 31 | 3,186,456 | | | | | | | 3,186,456 | 3,048,784 | 3,054,955 |
| Museum, Band and Theater | 32 | 2,284,391 | | | | | | | 2,284,391 | 2,232,496 | 1,522,538 |
| Parks | 33 | 3,694,534 | | | | | | | 3,694,534 | 3,621,462 | 3,499,604 |
| Recreation | 34 | 3,873,708 | | | | | | | 3,873,708 | 3,858,056 | 3,613,254 |
| Cemetery | 35 | 70,000 | | | | | | | 70,000 | 70,000 | 70,000 |
| Community Center, Zoo, & Marina | 36 | 1,012,642 | | | | | | | 1,012,642 | 992,066 | 1,078,556 |
| Other Culture and Recreation | 37 | | | | | | | | 0 | 0 | 0 |
| TOTAL (lines 31 - 37) | 38 | 14,121,731 | 0 | | | | 0 | | 14,121,731 | 13,822,864 | 12,838,907 |



Local Government Property Valuation System

**EXPENDITURES SCHEDULE PAGE 2**

**City Name: WATERLOO**
**Fiscal Year July 1, 2026 - June 30, 2027**

| GOVERNMENT ACTIVITIES | | GENERAL | SPECIAL REVENUES | TIF SPECIAL REVENUES | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | PROPRIETARY | BUDGET 2027 | RE-ESTIMATED 2026 | ACTUAL 2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **COMMUNITY & ECONOMIC DEVELOPMENT** | | | | | | | | | | | |
| Community Beautification | 39 | | | | | | | | 0 | 0 | 0 |
| Economic Development | 40 | 1,345,842 | | | | | | | 1,345,842 | 1,296,372 | 1,822,388 |
| Housing and Urban Renewal | 41 | 50,000 | 16,293,553 | | | | | | 16,343,553 | 17,083,501 | 10,120,676 |
| Planning & Zoning | 42 | 668,717 | | | | | | | 668,717 | 702,526 | 671,766 |
| Other Com & Econ Development | 43 | 2,318,923 | | | | | | | 2,318,923 | 2,337,896 | 3,321,014 |
| TIF Rebates | 44 | | | 7,466,810 | | | | | 7,466,810 | 3,826,902 | 4,595,161 |
| TOTAL (lines 39 - 44) | 45 | 4,383,482 | 16,293,553 | 7,466,810 | | | 0 | | 28,143,845 | 25,247,197 | 20,531,005 |
| **GENERAL GOVERNMENT** | | | | | | | | | | | |
| Mayor, Council, & City Manager | 46 | 1,430,465 | | | | | | | 1,430,465 | 1,422,250 | 1,210,314 |
| Clerk, Treasurer, & Finance Adm. | 47 | 1,885,521 | | | | | | | 1,885,521 | 1,774,694 | 1,479,212 |
| Elections | 48 | 65,000 | | | | | | | 65,000 | 65,000 | 0 |
| Legal Services & City Attorney | 49 | 368,042 | | | | | | | 368,042 | 359,451 | 292,239 |
| City Hall & General Buildings | 50 | 787,134 | | | | | | | 787,134 | 777,206 | 828,559 |
| Tort Liability | 51 | 3,453,687 | | | | | | | 3,453,687 | 3,289,226 | 3,044,359 |
| Other General Government | 52 | 5,691,937 | 17,472 | | | | | | 5,709,409 | 5,694,787 | 5,905,518 |
| TOTAL (lines 46 - 52) | 53 | 13,681,786 | 17,472 | 0 | | | 0 | | 13,699,258 | 13,382,614 | 12,760,201 |
| **DEBT SERVICE** | 54 | | | | 39,833,346 | | | | 39,833,346 | 19,066,712 | 17,017,015 |
| Gov Capital Projects | 55 | | 24,570,000 | | | 31,975,883 | | | 56,545,883 | 60,882,175 | 66,663,527 |
| TIF Capital Projects | 56 | | | | | 12,500,000 | | | 12,500,000 | 12,500,000 | 16,133,873 |
| TOTAL CAPITAL PROJECTS | 57 | 0 | 24,570,000 | 0 | | 44,475,883 | 0 | | 69,045,883 | 73,382,175 | 82,797,400 |
| **TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)** | 58 | 81,108,364 | 82,860,751 | 7,466,810 | 39,833,346 | 44,475,883 | 0 | | 255,745,154 | 231,711,278 | 226,086,108 |
| **BUSINESS TYPE ACTIVITIES** | | | | | | | | | | | |
| **Proprietary: Enterprise & Budgeted ISF** | | | | | | | | | | | |
| Water Utility | 59 | | | | | | | | 0 | 0 | 0 |
| Sewer Utility | 60 | | | | | | | 11,996,613 | 11,996,613 | 11,065,862 | 9,565,429 |
| Electric Utility | 61 | | | | | | | | 0 | 0 | 0 |
| Gas Utility | 62 | | | | | | | | 0 | 0 | 0 |
| Airport | 63 | | | | | | | | 0 | 0 | 0 |
| Landfill/Garbage | 64 | | | | | | | 7,665,923 | 7,665,923 | 7,518,913 | 6,052,484 |
| Transit | 65 | | | | | | | | 0 | 0 | 0 |
| Cable TV, Internet & Telephone | 66 | | | | | | | | 0 | 0 | 450 |
| Housing Authority | 67 | | | | | | | | 0 | 0 | 0 |
| Storm Water Utility | 68 | | | | | | | 1,806,380 | 1,806,380 | 1,850,578 | 1,616,890 |
| Other Business Type (city hosp., ISF, parking, etc.) | 69 | | | | | | | | 0 | 0 | 0 |
| Enterprise DEBT SERVICE | 70 | | | | | | | 3,600,000 | 3,600,000 | 3,600,000 | 3,425,667 |
| Enterprise CAPITAL PROJECTS | 71 | | | | | | | 20,000,000 | 20,000,000 | 10,900,000 | 11,532,988 |
| Enterprise TIF CAPITAL PROJECTS | 72 | | | | | | | | 0 | 0 | 0 |
| **TOTAL Business Type Expenditures (lines 59 - 72)** | 73 | | | | | | | 45,068,916 | 45,068,916 | 34,935,353 | 32,193,908 |
| **TOTAL ALL EXPENDITURES (lines 58 + 73)** | 74 | 81,108,364 | 82,860,751 | 7,466,810 | 39,833,346 | 44,475,883 | 0 | 45,068,916 | 300,814,070 | 266,646,631 | 258,280,016 |
| Regular Transfers Out | 75 | 1,300,000 | 15,662,414 | | | | | 2,113,303 | 19,075,717 | 22,620,474 | 34,342,635 |
| Internal TIF Loan / Repayment Transfers Out | 76 | | | 18,803,601 | | | | | 18,803,601 | 19,086,372 | 14,617,892 |
| **Total ALL Transfers Out** | 77 | 1,300,000 | 15,662,414 | 18,803,601 | 0 | 0 | 0 | 2,113,303 | 37,879,318 | 41,706,846 | 48,960,527 |
| **Total Expenditures & Fund Transfers Out (lines 74+77)** | 78 | 82,408,364 | 98,523,165 | 26,270,411 | 39,833,346 | 44,475,883 | 0 | 47,182,219 | 338,693,388 | 308,353,477 | 307,240,543 |
| **Ending Fund Balance June 30** | 79 | 39,790,601 | 19,104,674 | 5,296,692 | 1,737,856 | 9,108,804 | 0 | 29,069,843 | 104,108,470 | 150,657,098 | 161,019,859 |



Local Government Property Valuation System

**REVENUES DETAIL**

**City Name: WATERLOO**
**Fiscal Year July 1, 2026 - June 30, 2027**

| | | GENERAL | SPECIAL REVENUES | TIF SPECIAL REVENUES | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | PROPRIETARY | BUDGET 2027 | RE-ESTIMATED 2026 | ACTUAL 2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **REVENUES & OTHER FINANCING SOURCES** | | | | | | | | | | | |
| Taxes Levied on Property | 1 | 25,028,150 | 16,566,375 | | 11,424,538 | 0 | | | 53,019,063 | 51,959,620 | 51,025,152 |
| Less: Uncollected Property Taxes - Levy Year | 2 | | | | | | | | 0 | 0 | 0 |
| Net Current Property Taxes (line 1 minus line 2) | 3 | 25,028,150 | 16,566,375 | | 11,424,538 | 0 | | | 53,019,063 | 51,959,620 | 51,025,152 |
| Delinquent Property Taxes | 4 | | | | | | | | 0 | 0 | -10,786 |
| TIF Revenues | 5 | | | 26,170,411 | | | | | 26,170,411 | 23,902,048 | 22,145,278 |
| Other City Taxes: | | | | | | | | | | | |
| Utility Tax Replacement Excise Taxes | 6 | 906,205 | 600,959 | | 315,552 | 0 | | | 1,822,716 | 1,671,095 | 1,710,210 |
| Utility franchise tax (Iowa Code Chapter 364.2) | 7 | 4,960,000 | | | | | | | 4,960,000 | 5,060,000 | 4,872,114 |
| Parimutuel wager tax | 8 | | | | | | | | 0 | 0 | 0 |
| Gaming wager tax | 9 | 1,225,000 | | | | | | | 1,225,000 | 1,275,000 | 1,295,195 |
| Mobile Home Taxes | 10 | 33,700 | | | 10,000 | | | | 43,700 | 43,700 | 80,098 |
| Hotel/Motel Taxes | 11 | 1,600,000 | | | | | | | 1,600,000 | 1,600,000 | 1,649,907 |
| Other Local Option Taxes | 12 | | 12,000,000 | | | | | | 12,000,000 | 12,000,000 | 13,426,925 |
| Subtotal - Other City Taxes (lines 6 thru 12) | 13 | 8,724,905 | 12,600,959 | | 325,552 | 0 | | | 21,651,416 | 21,649,795 | 23,034,449 |
| Licenses & Permits | 14 | 1,735,000 | 17,500 | | | | | 12500 | 1,765,000 | 1,514,520 | 2,063,357 |
| Use of Money & Property | 15 | 1,721,500 | 659,000 | 100,000 | 10,000 | | | 215,000 | 2,705,500 | 2,714,680 | 7,777,893 |
| Intergovernmental: | | | | | | | | | | | |
| Federal Grants & Reimbursements | 16 | 474,613 | 35,585,755 | | | | | | 36,060,368 | 27,440,128 | 18,942,542 |
| Road Use Taxes | 17 | | 9,500,000 | | | | | | 9,500,000 | 9,500,000 | 9,557,471 |
| Other State Grants & Reimbursements | 18 | 1,100,000 | 9,156,150 | 50,000 | 175,000 | | | 400,000 | 10,881,150 | 5,346,799 | 8,905,985 |
| Local Grants & Reimbursements | 19 | 665,690 | 1,000,000 | | | 42,175 | | 336,570 | 2,044,435 | 47,737,250 | 3,242,825 |
| Subtotal - Intergovernmental (lines 16 thru 19) | 20 | 2,240,303 | 55,241,905 | 50,000 | 175,000 | 42,175 | | 736,570 | 58,485,953 | 90,024,177 | 40,648,823 |
| Charges for Fees & Service: | | | | | | | | | | | |
| Water Utility | 21 | | | | | | | | 0 | 0 | 0 |
| Sewer Utility | 22 | | | | | | | 17,305,000 | 17,305,000 | 16,805,000 | 17,207,951 |
| Electric Utility | 23 | | | | | | | | 0 | 0 | 0 |
| Gas Utility | 24 | | | | | | | | 0 | 0 | 0 |
| Parking | 25 | 400,000 | | | | | | | 400,000 | 397,750 | 338,530 |
| Airport | 26 | 361,500 | 305,000 | | | | | | 666,500 | 425,000 | 375,020 |
| Landfill/Garbage | 27 | | | | | | | 5,846,346 | 5,846,346 | 5,846,346 | 5,866,462 |
| Hospital | 28 | | | | | | | | 0 | 0 | 0 |
| Transit | 29 | | | | | | | | 0 | 0 | 0 |
| Cable TV, Internet & Telephone | 30 | | | | | | | | 0 | 0 | 0 |
| Housing Authority | 31 | | | | | | | | 0 | 0 | 0 |
| Storm Water Utility | 32 | | | | | | | 3,350,000 | 3,350,000 | 3,350,000 | 3,452,047 |
| Other Fees & Charges for Service | 33 | 13,396,030 | 226,575 | | | | | | 13,622,605 | 13,453,911 | 14,690,221 |
| Subtotal - Charges for Service (lines 21 thru 33) | 34 | 14,157,530 | 531,575 | | 0 | 0 | 0 | 26,501,346 | 41,190,451 | 40,278,007 | 41,930,231 |
| Special Assessments | 35 | 300,000 | | | | | | 10,000 | 310,000 | 255,000 | 368,587 |
| Miscellaneous | 36 | 8,475,398 | 102,250 | | | 2,300,000 | | | 10,877,648 | 10,896,023 | 14,226,369 |
| Other Financing Sources: | | | | | | | | | | | |
| Regular Operating Transfers In | 37 | 15,504,314 | 1,000,000 | | 2,571,403 | | | | 19,075,717 | 22,620,474 | 34,342,635 |
| Internal TIF Loan Transfers In | 38 | 305,842 | | | 5,997,759 | 12,500,000 | | | 18,803,601 | 19,086,372 | 14,617,892 |
| **Subtotal ALL Operating Transfers In** | 39 | 15,810,156 | 1,000,000 | 0 | 8,569,162 | 12,500,000 | 0 | 0 | 37,879,318 | 41,706,846 | 48,960,527 |
| Proceeds of Debt (Excluding TIF Internal Borrowing) | 40 | | | | 20,000,000 | 6,000,000 | | 12,000,000 | 38,000,000 | 13,000,000 | 50,913,729 |
| Proceeds of Capital Asset Sales | 41 | 85,000 | | | | | | 5,000 | 90,000 | 90,000 | 257,982 |
| **Subtotal-Other Financing Sources (lines 38 thru 40)** | 42 | 15,895,156 | 1,000,000 | 0 | 28,569,162 | 18,500,000 | 0 | 12,005,000 | 75,969,318 | 54,796,846 | 100,132,238 |
| **Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)** | 43 | 78,277,942 | 86,719,564 | 26,320,411 | 40,504,252 | 20,842,175 | 0 | 39,480,416 | 292,144,760 | 297,990,716 | 303,341,591 |
| Beginning Fund Balance July 1 | 44 | 43,921,023 | 30,908,275 | 5,246,692 | 1,066,950 | 32,742,512 | 0 | 36,771,646 | 150,657,098 | 161,019,859 | 164,918,811 |
| **TOTAL REVENUES & BEGIN BALANCE (lines 42+43)** | 45 | 122,198,965 | 117,627,839 | 31,567,103 | 41,571,202 | 53,584,687 | 0 | 76,252,062 | 442,801,858 | 459,010,575 | 468,260,402 |

**ADOPTED BUDGET SUMMARY**

**City Name: WATERLOO**
**Fiscal Year July 1, 2026 - June 30, 2027**

| | | GENERAL | SPECIAL REVENUES | TIF SPECIAL REVENUES | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | PROPRIETARY | BUDGET 2027 | RE-ESTIMATED 2026 | ACTUAL 2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Revenues & Other Financing Sources** | | | | | | | | | | | |
| Taxes Levied on Property | 1 | 25,028,150 | 16,566,375 | | 11,424,538 | 0 | | | 53,019,063 | 51,959,620 | 51,025,152 |
| Less: Uncollected Property Taxes-Levy Year | 2 | 0 | 0 | | 0 | 0 | | | 0 | 0 | 0 |
| Net Current Property Taxes | 3 | 25,028,150 | 16,566,375 | | 11,424,538 | 0 | | | 53,019,063 | 51,959,620 | 51,025,152 |
| Delinquent Property Taxes | 4 | 0 | 0 | | 0 | 0 | | | 0 | 0 | -10,786 |
| TIF Revenues | 5 | | | 26,170,411 | | | | | 26,170,411 | 23,902,048 | 22,145,278 |
| Other City Taxes | 6 | 8,724,905 | 12,600,959 | | 325,552 | 0 | | | 21,651,416 | 21,649,795 | 23,034,449 |
| Licenses & Permits | 7 | 1,735,000 | 17,500 | | | | | 12,500 | 1,765,000 | 1,514,520 | 2,063,357 |
| Use of Money and Property | 8 | 1,721,500 | 659,000 | 100,000 | 10,000 | 0 | 0 | 215,000 | 2,705,500 | 2,714,680 | 7,777,893 |
| Intergovernmental | 9 | 2,240,303 | 55,241,905 | 50,000 | 175,000 | 42,175 | | 736,570 | 58,485,953 | 90,024,177 | 40,648,823 |
| Charges for Fees & Service | 10 | 14,157,530 | 531,575 | | 0 | 0 | 0 | 26,501,346 | 41,190,451 | 40,278,007 | 41,930,231 |
| Special Assessments | 11 | 300,000 | 0 | | 0 | 0 | | 10,000 | 310,000 | 255,000 | 368,587 |
| Miscellaneous | 12 | 8,475,398 | 102,250 | | 0 | 2,300,000 | 0 | 0 | 10,877,648 | 10,896,023 | 14,226,369 |
| Sub-Total Revenues | 13 | 62,382,786 | 85,719,564 | 26,320,411 | 11,935,090 | 2,342,175 | 0 | 27,475,416 | 216,175,442 | 243,193,870 | 203,209,353 |
| **Other Financing Sources:** | | | | | | | | | | | |
| **Total Transfers In** | 14 | 15,810,156 | 1,000,000 | 0 | 8,569,162 | 12,500,000 | 0 | 0 | 37,879,318 | 41,706,846 | 48,960,527 |
| Proceeds of Debt | 15 | 0 | 0 | 0 | 20,000,000 | 6,000,000 | | 12,000,000 | 38,000,000 | 13,000,000 | 50,913,729 |
| Proceeds of Capital Asset Sales | 16 | 85,000 | 0 | 0 | 0 | 0 | 0 | 5,000 | 90,000 | 90,000 | 257,982 |
| **Total Revenues and Other Sources** | 17 | 78,277,942 | 86,719,564 | 26,320,411 | 40,504,252 | 20,842,175 | 0 | 39,480,416 | 292,144,760 | 297,990,716 | 303,341,591 |
| **Expenditures & Other Financing Uses** | | | | | | | | | | | |
| Public Safety | 18 | 41,182,875 | 5,289,919 | 0 | | | 0 | | 46,472,794 | 44,832,688 | 44,047,420 |
| Public Works | 19 | 7,311,946 | 36,689,807 | 0 | | | 0 | | 44,001,753 | 41,569,377 | 35,733,165 |
| Health and Social Services | 20 | 426,544 | 0 | 0 | | | 0 | | 426,544 | 407,651 | 360,995 |
| Culture and Recreation | 21 | 14,121,731 | 0 | 0 | | | 0 | | 14,121,731 | 13,822,864 | 12,838,907 |
| Community and Economic Development | 22 | 4,383,482 | 16,293,553 | 7,466,810 | | | 0 | | 28,143,845 | 25,247,197 | 20,531,005 |
| General Government | 23 | 13,681,786 | 17,472 | 0 | | | 0 | | 13,699,258 | 13,382,614 | 12,760,201 |
| Debt Service | 24 | 0 | 0 | 0 | 39,833,346 | | 0 | | 39,833,346 | 19,066,712 | 17,017,015 |
| Capital Projects | 25 | 0 | 24,570,000 | 0 | | 44,475,883 | 0 | | 69,045,883 | 73,382,175 | 82,797,400 |
| **Total Government Activities Expenditures** | 26 | 81,108,364 | 82,860,751 | 7,466,810 | 39,833,346 | 44,475,883 | 0 | | 255,745,154 | 231,711,278 | 226,086,108 |
| Business Type Proprietray: Enterprise & ISF | 27 | | | | | | | 45,068,916 | 45,068,916 | 34,935,353 | 32,193,908 |
| **Total Gov & Bus Type Expenditures** | 28 | 81,108,364 | 82,860,751 | 7,466,810 | 39,833,346 | 44,475,883 | 0 | 45,068,916 | 300,814,070 | 266,646,631 | 258,280,016 |
| **Total Transfers Out** | 29 | 1,300,000 | 15,662,414 | 18,803,601 | 0 | 0 | 0 | 2,113,303 | 37,879,318 | 41,706,846 | 48,960,527 |
| Total ALL Expenditures/Fund Transfers Out | 30 | 82,408,364 | 98,523,165 | 26,270,411 | 39,833,346 | 44,475,883 | 0 | 47,182,219 | 338,693,388 | 308,353,477 | 307,240,543 |
| Excess Revenues & Other Sources Over | 31 | | | | | | | | | | |
| (Under) Expenditures/Transfers Out | 32 | -4,130,422 | -11,803,601 | 50,000 | 670,906 | -23,633,708 | 0 | -7,701,803 | -46,548,628 | -10,362,761 | -3,898,952 |
| **Beginning Fund Balance July 1** | 33 | 43,921,023 | 30,908,275 | 5,246,692 | 1,066,950 | 32,742,512 | 0 | 36,771,646 | 150,657,098 | 161,019,859 | 164,918,811 |
| **Ending Fund Balance June 30** | 34 | 39,790,601 | 19,104,674 | 5,296,692 | 1,737,856 | 9,108,804 | 0 | 29,069,843 | 104,108,470 | 150,657,098 | 161,019,859 |

**LONG TERM DEBT SCHEDULE - LT DEBT1**

**GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS**

| Debt Name | | Amount of Issue | Type of Debt Obligation | Debt Resolution Number | Principal Due FY | Interest Due FY | Total Obligation Due FY | Bond Reg./ Paying Agent Fees Due FY | Reductions due to Refinancing or Prepayment of Certified Debt | Paid from Funds OTHER THAN Current Year Debt Service Taxes | Amount Paid Current Year Debt Service Levy |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Corporate Purpose - 2014A | 1 | 10,065,000 | GO | 2014-352 | 495,000 | 46,556 | 541,556 | | | | 541,556 |
| Corporate Purpose - 2014B Taxable | 2 | 4,970,000 | GO | 2014-352 | 430,000 | 52,295 | 482,295 | | | | 482,295 |
| Corporate Purpose - 2015A w/ Sewer Portion | 3 | 12,455,000 | GO | 2015-365 | 890,000 | 122,281 | 1,012,281 | | | 489,006 | 523,275 |
| Corporate Purpose - 2015B Taxable | 4 | 1,545,000 | GO | 2015-365 | 115,000 | 17,608 | 132,608 | | | | 132,608 |
| Corporate Purpose - 2016A | 5 | 8,605,000 | GO | 2016-367 | 430,000 | 46,700 | 476,700 | | | | 476,700 |
| Corporate Purpose - 2016B Taxable | 6 | 1,810,000 | GO | 2016-367 | 130,000 | 20,153 | 150,153 | | | | 150,153 |
| Corporate Purpose - 2016C Taxable Urban Renewal | 7 | 9,250,000 | GO | 2015-700 | 450,000 | 162,035 | 612,035 | | | | 612,035 |
| Corporate Purpose - 2017A | 8 | 9,245,000 | GO | 2017-182 | 405,000 | 78,450 | 483,450 | | | 83,350 | 400,100 |
| Corporate Purpose - 2017B Taxable | 9 | 3,600,000 | GO | 2017-182 | 245,000 | 50,443 | 295,443 | | | | 295,443 |
| Corporate Purpose - 2017C Taxable | 10 | 8,100,000 | GO | 2017-182 | 425,000 | 152,010 | 577,010 | | | 152,010 | 425,000 |
| Corporate Purpose - 2018A | 11 | 10,505,000 | GO | 2018-111 | 850,000 | 97,350 | 947,350 | | | | 947,350 |
| Corporate Purpose - 2018B Taxable | 12 | 1,070,000 | GO | 2018-111 | 120,000 | 8,515 | 128,515 | | | | 128,515 |
| Corporate Purpose - 2019A | 13 | 6,790,000 | GO | 2019-383 | 445,000 | 69,750 | 514,750 | | | | 514,750 |
| Corporate Purpose - 2019B Taxable | 14 | 3,210,000 | GO | 2019-384 | 345,000 | 30,355 | 375,355 | | | | 375,355 |
| Corporate Purpose - 2020A | 15 | 7,025,000 | GO | 2020-446 | 570,000 | 91,500 | 661,500 | | | | 661,500 |
| Corporate Purpose - 2020B Taxable & Refunding | 16 | 8,235,000 | GO | 2020-448 | 995,000 | 58,928 | 1,053,928 | | | 243,240 | 810,688 |
| Corporate Purpose - 2021A | 17 | 14,370,000 | GO | 2021-407 | 1,540,000 | 152,600 | 1,692,600 | | | 102,000 | 1,590,600 |
| Corporate Purpose - 2021B Taxable | 18 | 8,610,000 | GO | 2021-408 | 840,000 | 76,235 | 916,235 | | | 338,650 | 577,585 |
| Corporate Purpose - 2022A Taxable | 19 | 14,075,000 | GO | 2021-621 | 175,000 | 226,088 | 401,088 | | | | 401,088 |
| Corporate Purpose - 2022B | 20 | 5,685,000 | GO | 2022-340 | 345,000 | 159,505 | 504,505 | | | | 504,505 |
| Corporate Purpose - 2022C Taxable | 21 | 4,315,000 | GO | 2022-341 | 260,000 | 148,885 | 408,885 | | | | 408,885 |
| Corporate Purpose - 2023A | 22 | 6,000,000 | GO | 2023-168/295 | 315,000 | 200,800 | 515,800 | | | | 515,800 |
| Corporate Purpose - 2024B | 23 | 5,280,000 | GO | 2024-123 | 365,000 | 203,400 | 568,400 | | | | 568,400 |
| Corporate Purpose - 2024C Taxable | 24 | 720,000 | GO | 2024-123 | 115,000 | 25,760 | 140,760 | | | | 140,760 |
| Corporate Purpose - 2024D | 25 | 20,000,000 | GO | 2024-161 | 20,000,000 | 900,000 | 20,900,000 | | 20,000,000 | | 900,000 |
| Corporate Purpose - 2024E - Sewer Revenue | 26 | 5,500,000 | NON-GO | 2024-456 | 299,000 | 187,407 | 486,407 | | | 486,407 | 0 |
| Corporate Purpose - 2025A | 27 | 3,560,000 | GO | 2025-013 | 140,000 | 142,400 | 282,400 | | | | 282,400 |
| Corporate Purpose - 2025B Taxable | 28 | 28,590,000 | GO | 2025-014 | 1,395,000 | 1,393,539 | 2,788,539 | | | | 2,788,539 |
| Corporate Purpose - 2025C | 29 | 5,315,000 | GO | 2025-167 | 380,000 | 202,800 | 582,800 | | | | 582,800 |
| Corporate Purpose - 2025D Taxable | 30 | 685,000 | GO | 2025-167 | 105,000 | 28,405 | 133,405 | | | | 133,405 |
| TOTALS | | | | | 33,614,000 | 5,152,753 | 38,766,753 | 0 | 20,000,000 | 1,894,663 | 16,872,090 |

**LONG TERM DEBT SCHEDULE - LT DEBT2**

**GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS**

| Debt Name | | Amount of Issue | Type of Debt Obligation | Debt Resolution Number | Principal Due FY | Interest Due FY | Total Obligation Due FY | Bond Reg./ Paying Agent Fees Due FY | Reductions due to Refinancing or Prepayment of Certified Debt | Paid from Funds OTHER THAN Current Year Debt Service Taxes | Amount Paid Current Year Debt Service Levy |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Planned Issues - CIP | 31 | 6,000,000 | GO | 2026-XXX | 375,000 | 248,000 | 623,000 | | | | 623,000 |
| TIF Transfer | 32 | | GO | various | | | 0 | | | 5,990,000 | -5,990,000 |
| IDR Transfer | 33 | | GO | 2017-182 | | | 0 | | | 185,000 | -185,000 |
| Mobile Home Taxes | 34 | | GO | various | | | 0 | | | 10,000 | -10,000 |
| Interest Revenue | 35 | | GO | various | | | 0 | | | 25,000 | -25,000 |
| Bond Registration, Debt Service Expense | 36 | | GO | various | | | 0 | 20,000 | | | 20,000 |
| BPTC Reimb | 37 | | GO | various | | | 0 | | | 125,000 | -125,000 |
| Rollback Replacement | 38 | | GO | various | | | 0 | | | 50,000 | -50,000 |
| Hotel Motel Taxes | 39 | | GO | 2021-407 | | | 0 | | | 300,000 | -300,000 |
| Planned Issues - SWBP | 40 | 5,000,000 | GO | 2026-XXX | | 248,000 | 248,000 | | | | 248,000 |
| Planned Issues - Sewer Fiber | 41 | 3,500,000 | NON-GO | 2026-XXX | 160,000 | 183,750 | 343,750 | | | 343,750 | 0 |
| Planned Issues - City Hall | 42 | 9,000,000 | GO | 2026-XXX | 290,000 | 372,000 | 662,000 | | | | 662,000 |
| | 43 | | - | | | | 0 | | | | 0 |
| | 44 | | - | | | | 0 | | | | 0 |
| | 45 | | - | | | | 0 | | | | 0 |
| | 46 | | - | | | | 0 | | | | 0 |
| | 47 | | - | | | | 0 | | | | 0 |
| | 48 | | - | | | | 0 | | | | 0 |
| | 49 | | - | | | | 0 | | | | 0 |
| | 50 | | - | | | | 0 | | | | 0 |
| | 51 | | - | | | | 0 | | | | 0 |
| | 52 | | - | | | | 0 | | | | 0 |
| | 53 | | - | | | | 0 | | | | 0 |
| | 54 | | - | | | | 0 | | | | 0 |
| | 55 | | - | | | | 0 | | | | 0 |
| | 56 | | - | | | | 0 | | | | 0 |
| | 57 | | - | | | | 0 | | | | 0 |
| | 58 | | - | | | | 0 | | | | 0 |
| | 59 | | - | | | | 0 | | | | 0 |
| | 60 | | - | | | | 0 | | | | 0 |
| TOTALS | | | | | 34,439,000 | 6,204,503 | 40,643,503 | 20,000 | 20,000,000 | 8,923,413 | 11,740,090 |

**LONG TERM DEBT SCHEDULE - LT DEBT3**

**GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS**

| Debt Name | | Amount of Issue | Type of Debt Obligation | Debt Resolution Number | Principal Due FY | Interest Due FY | Total Obligation Due FY | Bond Reg./ Paying Agent Fees Due FY | Reductions due to Refinancing or Prepayment of Certified Debt | Paid from Funds OTHER THAN Current Year Debt Service Taxes | Amount Paid Current Year Debt Service Levy |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 61 | | - | | | | 0 | | | | 0 |
| | 62 | | - | | | | 0 | | | | 0 |
| | 63 | | - | | | | 0 | | | | 0 |
| | 64 | | - | | | | 0 | | | | 0 |
| | 65 | | - | | | | 0 | | | | 0 |
| | 66 | | - | | | | 0 | | | | 0 |
| | 67 | | - | | | | 0 | | | | 0 |
| | 68 | | - | | | | 0 | | | | 0 |
| | 69 | | - | | | | 0 | | | | 0 |
| | 70 | | - | | | | 0 | | | | 0 |
| | 71 | | - | | | | 0 | | | | 0 |
| | 72 | | - | | | | 0 | | | | 0 |
| | 73 | | - | | | | 0 | | | | 0 |
| | 74 | | - | | | | 0 | | | | 0 |
| | 75 | | - | | | | 0 | | | | 0 |
| | 76 | | - | | | | 0 | | | | 0 |
| | 77 | | - | | | | 0 | | | | 0 |
| | 78 | | - | | | | 0 | | | | 0 |
| | 79 | | - | | | | 0 | | | | 0 |
| | 80 | | - | | | | 0 | | | | 0 |
| | 81 | | - | | | | 0 | | | | 0 |
| | 82 | | - | | | | 0 | | | | 0 |
| | 83 | | - | | | | 0 | | | | 0 |
| | 84 | | - | | | | 0 | | | | 0 |
| | 85 | | - | | | | 0 | | | | 0 |
| | 86 | | - | | | | 0 | | | | 0 |
| | 87 | | - | | | | 0 | | | | 0 |
| | 88 | | - | | | | 0 | | | | 0 |
| | 89 | | - | | | | 0 | | | | 0 |
| | 90 | | - | | | | 0 | | | | 0 |
| TOTALS | | | | | 34,439,000 | 6,204,503 | 40,643,503 | 20,000 | 20,000,000 | 8,923,413 | 11,740,090 |

**LONG TERM DEBT SCHEDULE - LT DEBT4**

**GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS**

| Debt Name | | Amount of Issue | Type of Debt Obligation | Debt Resolution Number | Principal Due FY | Interest Due FY | Total Obligation Due FY | Bond Reg./ Paying Agent Fees Due FY | Reductions due to Refinancing or Prepayment of Certified Debt | Paid from Funds OTHER THAN Current Year Debt Service Taxes | Amount Paid Current Year Debt Service Levy |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 91 | | - | | | | 0 | | | | 0 |
| | 92 | | - | | | | 0 | | | | 0 |
| | 93 | | - | | | | 0 | | | | 0 |
| | 94 | | - | | | | 0 | | | | 0 |
| | 95 | | - | | | | 0 | | | | 0 |
| | 96 | | - | | | | 0 | | | | 0 |
| | 97 | | - | | | | 0 | | | | 0 |
| | 98 | | - | | | | 0 | | | | 0 |
| | 99 | | - | | | | 0 | | | | 0 |
| | 100 | | - | | | | 0 | | | | 0 |
| | 101 | | - | | | | 0 | | | | 0 |
| | 102 | | - | | | | 0 | | | | 0 |
| | 103 | | - | | | | 0 | | | | 0 |
| | 104 | | - | | | | 0 | | | | 0 |
| | 105 | | - | | | | 0 | | | | 0 |
| | 106 | | - | | | | 0 | | | | 0 |
| | 107 | | - | | | | 0 | | | | 0 |
| | 108 | | - | | | | 0 | | | | 0 |
| | 109 | | - | | | | 0 | | | | 0 |
| | 110 | | - | | | | 0 | | | | 0 |
| | 111 | | - | | | | 0 | | | | 0 |
| | 112 | | - | | | | 0 | | | | 0 |
| | 113 | | - | | | | 0 | | | | 0 |
| | 114 | | - | | | | 0 | | | | 0 |
| | 115 | | - | | | | 0 | | | | 0 |
| | 116 | | - | | | | 0 | | | | 0 |
| | 117 | | - | | | | 0 | | | | 0 |
| | 118 | | - | | | | 0 | | | | 0 |
| | 119 | | - | | | | 0 | | | | 0 |
| | 120 | | - | | | | 0 | | | | 0 |
| TOTALS | | | | | 34,439,000 | 6,204,503 | 40,643,503 | 20,000 | 20,000,000 | 8,923,413 | 11,740,090 |

**LONG TERM DEBT SCHEDULE - LT DEBT5**

**GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS**

| Debt Name | | Amount of Issue | Type of Debt Obligation | Debt Resolution Number | Principal Due FY | Interest Due FY | Total Obligation Due FY | Bond Reg./ Paying Agent Fees Due FY | Reductions due to Refinancing or Prepayment of Certified Debt | Paid from Funds OTHER THAN Current Year Debt Service Taxes | Amount Paid Current Year Debt Service Levy |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 121 | | - | | | | 0 | | | | 0 |
| | 122 | | - | | | | 0 | | | | 0 |
| | 123 | | - | | | | 0 | | | | 0 |
| | 124 | | - | | | | 0 | | | | 0 |
| | 125 | | - | | | | 0 | | | | 0 |
| | 126 | | - | | | | 0 | | | | 0 |
| | 127 | | - | | | | 0 | | | | 0 |
| | 128 | | - | | | | 0 | | | | 0 |
| | 129 | | - | | | | 0 | | | | 0 |
| | 130 | | - | | | | 0 | | | | 0 |
| | 131 | | - | | | | 0 | | | | 0 |
| | 132 | | - | | | | 0 | | | | 0 |
| | 133 | | - | | | | 0 | | | | 0 |
| | 134 | | - | | | | 0 | | | | 0 |
| | 135 | | - | | | | 0 | | | | 0 |
| | 136 | | - | | | | 0 | | | | 0 |
| | 137 | | - | | | | 0 | | | | 0 |
| | 138 | | - | | | | 0 | | | | 0 |
| | 139 | | - | | | | 0 | | | | 0 |
| | 140 | | - | | | | 0 | | | | 0 |
| | 141 | | - | | | | 0 | | | | 0 |
| | 142 | | - | | | | 0 | | | | 0 |
| | 143 | | - | | | | 0 | | | | 0 |
| | 144 | | - | | | | 0 | | | | 0 |
| | 145 | | - | | | | 0 | | | | 0 |
| | 146 | | - | | | | 0 | | | | 0 |
| | 147 | | - | | | | 0 | | | | 0 |
| | 148 | | - | | | | 0 | | | | 0 |
| | 149 | | - | | | | 0 | | | | 0 |
| | 150 | | - | | | | 0 | | | | 0 |
| TOTALS | | | | | 34,439,000 | 6,204,503 | 40,643,503 | 20,000 | 20,000,000 | 8,923,413 | 11,740,090 |

**LONG TERM DEBT SCHEDULE - LT DEBT6**

**GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS**

| Debt Name | | Amount of Issue | Type of Debt Obligation | Debt Resolution Number | Principal Due FY | Interest Due FY | Total Obligation Due FY | Bond Reg./ Paying Agent Fees Due FY | Reductions due to Refinancing or Prepayment of Certified Debt | Paid from Funds OTHER THAN Current Year Debt Service Taxes | Amount Paid Current Year Debt Service Levy |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 151 | | - | | | | 0 | | | | 0 |
| | 152 | | - | | | | 0 | | | | 0 |
| | 153 | | - | | | | 0 | | | | 0 |
| | 154 | | - | | | | 0 | | | | 0 |
| | 155 | | - | | | | 0 | | | | 0 |
| | 156 | | - | | | | 0 | | | | 0 |
| | 157 | | - | | | | 0 | | | | 0 |
| | 158 | | - | | | | 0 | | | | 0 |
| | 159 | | - | | | | 0 | | | | 0 |
| | 160 | | - | | | | 0 | | | | 0 |
| | 161 | | - | | | | 0 | | | | 0 |
| | 162 | | - | | | | 0 | | | | 0 |
| | 163 | | - | | | | 0 | | | | 0 |
| | 164 | | - | | | | 0 | | | | 0 |
| | 165 | | - | | | | 0 | | | | 0 |
| | 166 | | - | | | | 0 | | | | 0 |
| | 167 | | - | | | | 0 | | | | 0 |
| | 168 | | - | | | | 0 | | | | 0 |
| | 169 | | - | | | | 0 | | | | 0 |
| | 170 | | - | | | | 0 | | | | 0 |
| | 171 | | - | | | | 0 | | | | 0 |
| | 172 | | - | | | | 0 | | | | 0 |
| | 173 | | - | | | | 0 | | | | 0 |
| | 174 | | - | | | | 0 | | | | 0 |
| | 175 | | - | | | | 0 | | | | 0 |
| | 176 | | - | | | | 0 | | | | 0 |
| | 177 | | - | | | | 0 | | | | 0 |
| | 178 | | - | | | | 0 | | | | 0 |
| | 179 | | - | | | | 0 | | | | 0 |
| | 180 | | - | | | | 0 | | | | 0 |
| TOTALS | | | | | 34,439,000 | 6,204,503 | 40,643,503 | 20,000 | 20,000,000 | 8,923,413 | 11,740,090 |

**LONG TERM DEBT SCHEDULE - LT DEBT7**

**GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS**

| Debt Name | | Amount of Issue | Type of Debt Obligation | Debt Resolution Number | Principal Due FY | Interest Due FY | Total Obligation Due FY | Bond Reg./ Paying Agent Fees Due FY | Reductions due to Refinancing or Prepayment of Certified Debt | Paid from Funds OTHER THAN Current Year Debt Service Taxes | Amount Paid Current Year Debt Service Levy |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 181 | | - | | | | 0 | | | | 0 |
| | 182 | | - | | | | 0 | | | | 0 |
| | 183 | | - | | | | 0 | | | | 0 |
| | 184 | | - | | | | 0 | | | | 0 |
| | 185 | | - | | | | 0 | | | | 0 |
| | 186 | | - | | | | 0 | | | | 0 |
| | 187 | | - | | | | 0 | | | | 0 |
| | 188 | | - | | | | 0 | | | | 0 |
| | 189 | | - | | | | 0 | | | | 0 |
| | 190 | | - | | | | 0 | | | | 0 |
| | 191 | | - | | | | 0 | | | | 0 |
| | 192 | | - | | | | 0 | | | | 0 |
| | 193 | | - | | | | 0 | | | | 0 |
| | 194 | | - | | | | 0 | | | | 0 |
| | 195 | | - | | | | 0 | | | | 0 |
| | 196 | | - | | | | 0 | | | | 0 |
| | 197 | | - | | | | 0 | | | | 0 |
| | 198 | | - | | | | 0 | | | | 0 |
| | 199 | | - | | | | 0 | | | | 0 |
| | 200 | | - | | | | 0 | | | | 0 |
| | 201 | | - | | | | 0 | | | | 0 |
| | 202 | | - | | | | 0 | | | | 0 |
| | 203 | | - | | | | 0 | | | | 0 |
| | 204 | | - | | | | 0 | | | | 0 |
| | 205 | | - | | | | 0 | | | | 0 |
| | 206 | | - | | | | 0 | | | | 0 |
| | 207 | | - | | | | 0 | | | | 0 |
| | 208 | | - | | | | 0 | | | | 0 |
| | 209 | | - | | | | 0 | | | | 0 |
| | 210 | | - | | | | 0 | | | | 0 |
| TOTALS | | | | | 34,439,000 | 6,204,503 | 40,643,503 | 20,000 | 20,000,000 | 8,923,413 | 11,740,090 |

**LONG TERM DEBT SCHEDULE - GRAND TOTALS**

**GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS**

| | Principal Due FY 2027 | Interest Due FY 2027 | Total Obligation Due FY 2027 | Bond Reg./ Paying Agent Fees Due FY 2027 | Reductions due to Refinancing or Prepayment of Certified Debt | Paid from Sources OTHER THAN Budget Year Debt Service Levy | Amount Paid Budget Year Debt Service Levy |
|---|---|---|---|---|---|---|---|
| GO - TOTAL | 33,980,000 | 5,833,346 | 39,813,346 | 20,000 | 20,000,000 | 8,093,256 | 11,740,090 |
| NON GO - TOTAL | 459,000 | 371,157 | 830,157 | 0 | 0 | 830,157 | 0 |
| GRAND - TOTAL | 34,439,000 | 6,204,503 | 40,643,503 | 20,000 | 20,000,000 | 8,923,413 | 11,740,090 |

**NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET**
**Fiscal Year July 1, 2026 - June 30, 2027**

**City of: WATERLOO**

**The City Council will conduct a public hearing on the proposed Budget at: City Hall - Council Chambers 715 Mulberry St Waterloo, IA 50703 Meeting Date: 4/20/2026 Meeting Time: 05:30 PM**

**At the public hearing any resident or taxpayer may present objections to, or arguments in favor of , any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.**

**City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-budget-appeals.**

**The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.**

The estimated Total tax levy rate per $1000 valuation on regular property 21.79160

The estimated tax levy rate per $1000 valuation on Agricultural property is 3.00375

**At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.**

Phone Number
(319) 291-4323

City Clerk/Finance Officer's NAME
Bridgett Wood

| | | Budget FY 2027 | Re-estimated FY 2026 | Actual FY 2025 |
|---|---|---|---|---|
| **Revenues & Other Financing Sources** | | | | |
| Taxes Levied on Property | 1 | 53,019,063 | 51,959,620 | 51,025,152 |
| Less: Uncollected Property Taxes-Levy Year | 2 | 0 | 0 | 0 |
| **Net Current Property Taxes** | 3 | 53,019,063 | 51,959,620 | 51,025,152 |
| Delinquent Property Taxes | 4 | 0 | 0 | -10,786 |
| TIF Revenues | 5 | 26,170,411 | 23,902,048 | 22,145,278 |
| Other City Taxes | 6 | 21,651,416 | 21,649,795 | 23,034,449 |
| Licenses & Permits | 7 | 1,765,000 | 1,514,520 | 2,063,357 |
| Use of Money and Property | 8 | 2,705,500 | 2,714,680 | 7,777,893 |
| Intergovernmental | 9 | 58,485,953 | 90,024,177 | 40,648,823 |
| Charges for Fees & Service | 10 | 41,190,451 | 40,278,007 | 41,930,231 |
| Special Assessments | 11 | 310,000 | 255,000 | 368,587 |
| Miscellaneous | 12 | 10,877,648 | 10,896,023 | 14,226,369 |
| Other Financing Sources | 13 | 38,090,000 | 13,090,000 | 51,171,711 |
| Transfers In | 14 | 37,879,318 | 41,706,846 | 48,960,527 |
| **Total Revenues and Other Sources** | 15 | 292,144,760 | 297,990,716 | 303,341,591 |
| **Expenditures & Other Financing Uses** | | | | |
| Public Safety | 16 | 46,472,794 | 44,832,688 | 44,047,420 |
| Public Works | 17 | 44,001,753 | 41,569,377 | 35,733,165 |
| Health and Social Services | 18 | 426,544 | 407,651 | 360,995 |
| Culture and Recreation | 19 | 14,121,731 | 13,822,864 | 12,838,907 |
| Community and Economic Development | 20 | 28,143,845 | 25,247,197 | 20,531,005 |
| General Government | 21 | 13,699,258 | 13,382,614 | 12,760,201 |
| Debt Service | 22 | 39,833,346 | 19,066,712 | 17,017,015 |
| Capital Projects | 23 | 69,045,883 | 73,382,175 | 82,797,400 |
| **Total Government Activities Expenditures** | 24 | 255,745,154 | 231,711,278 | 226,086,108 |
| Business Type / Enterprises | 25 | 45,068,916 | 34,935,353 | 32,193,908 |
| **Total ALL Expenditures** | 26 | 300,814,070 | 266,646,631 | 258,280,016 |
| Transfers Out | 27 | 37,879,318 | 41,706,846 | 48,960,527 |
| Total ALL Expenditures/Transfers Out | 28 | 338,693,388 | 308,353,477 | 307,240,543 |
| **Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out** | 29 | -46,548,628 | -10,362,761 | -3,898,952 |
| Beginning Fund Balance July 1 | 30 | 150,657,098 | 161,019,859 | 164,918,811 |
| **Ending Fund Balance June 30** | 31 | 104,108,470 | 150,657,098 | 161,019,859 |

**City of Waterloo**
**Budget Fact Sheet (or How the Work Gets Done)**
**For the Year Ending June 30, 2027**

| | Total Expenditures FYE27 | Total Certified Expenditures FYE26 | Percentage Increase (Decrease) | Amount Increase (Decrease) |
|---|---|---|---|---|
| General Fund Budget including Employee Benefits | $ 86,398,283 | $ 84,084,103 | 2.75 % | $ 2,314,180 |
| Other Operating Budgets | $ 48,207,050 | $ 47,918,741 | 0.60 % | $ 288,309 |
| Capital Budget | $ 126,375,391 | $ 137,577,075 | (8.14) % | $ (11,201,684) |
| Debt Service Budget | $ 39,833,346 | $ 19,066,712 | 108.92 % | $ 20,766,634 |
| Total Budget - All Funds | $ 300,814,070 | $ 288,646,631 | 4.22 % | $ 12,167,439 |
| City Property Tax Askings - General | $ 43,101,688 | $ 43,678,335 | (1.32) % | $ (576,647) |
| City Property Tax Askings - Debt Service | $ 11,740,090 | $ 9,952,380 | 17.96 % | $ 1,787,710 |
| City Property Tax Askings - Total | $ 54,841,778 | $ 53,630,715 | 2.26 % | $ 1,211,063 |
| City Tax Rate | $ 21.79160 | $ 21.79160 | 0.00 % | $ 0.00000 |
| Total Assessed Valuation - Excluding TIF | $ 5,167,436,670 | $ 4,808,565,404 | 7.46 % | $ 358,871,266 |
| Total Taxable Valuation - Excluding TIF | $ 2,389,430,307 | $ 2,362,220,554 | 1.15 % | $ 27,209,753 |
| Tax Increment Valuation | $ 741,414,900 | $ 651,616,148 | 13.78 % | $ 89,798,752 |
| City Taxes Impact on Property Owners | | | | |
| Residential | (6.11) % | 1.04 % | | |
| Commercial | (1.62) % | (1.28) % | | |
| Full-time Equivalent Budgeted Postions | | | | |
| General Fund | 412.76 | 411.49 | 0.31 % | 1.27 |
| Other Funds | 154.67 | 154.25 | 0.27 % | 0.42 |
| Total | 567.43 | 565.74 | 0.30 % | 1.69 |

| Percentage of Property Tax Funding | General Levies (Excluding Debt Service Levy) | General Levies (Excluding Debt Service Levy) |
|---|---|---|
| Public Safety | 53.79% | 53.33% |
| Public Works | 8.46% | 8.63% |
| Health & Social Services | 0.49% | 0.48% |
| Culture & Recreation | 16.34% | 16.44% |
| Community & Economic Development | 5.07% | 5.23% |
| General Government | 15.84% | 15.89% |
| Total | 100.00% | 100.00% |

# GENERAL FUND

| Revenues | FY26 Adopted | FY27 Recommended | Increase (Decrease) | Percentage Increase (Decrease) |
|---|---|---|---|---|
| Property Tax - General | 20,318,492 | 20,544,575 | 226,083 | 1.10% |
| Property Tax - Ag Land | 46,535 | 46,730 | 195 | 0.42% |
| Property Tax - Local EMC | 93,284 | 97,321 | 4,037 | 4.15% |
| Property Tax - Tort | 2,679,018 | 2,831,037 | 152,019 | 5.37% |
| Property Tax - Transit | 1,506,466 | 1,566,725 | 60,259 | 3.85% |
| Property Tax - Grout | - | - | - | 0.00% |
| Property Tax - Library Levy | - | - | - | 0.00% |
| | | | | |
| Local Option Sales Tax | 1,200,000 | 2,600,000 | 1,400,000 | 53.85% |
| | | - | | |
| Other City Taxes | 8,790,877 | 8,666,656 | (124,221) | -1.43% |
| | | | | |
| Licenses & Permits | 1,484,520 | 1,760,000 | 275,480 | 15.65% |
| Use of Money & Property | 1,715,500 | 1,721,500 | 6,000 | 0.35% |
| Intergovernmental - Commercial Backfill | 338,499 | 200,000 | (138,499) | -69.25% |
| Intergovernmental - Business Prop Tax Reimb | 689,344 | 600,000 | (89,344) | -14.89% |
| Intergovernmental - Other | 1,125,377 | 1,440,303 | 314,926 | 21.87% |
| Charges for Service | 13,877,261 | 14,132,530 | 255,269 | 1.81% |
| Special Assessments | 245,000 | 300,000 | 55,000 | 18.33% |
| Misc Revenue | 8,493,773 | 8,475,398 | (18,375) | -0.22% |
| Sale of Assets | 85,000 | 85,000 | - | 0.00% |
| ARPA Cash for Transfer out | 5,000,000 | 1,000,000 | (4,000,000) | -400.00% |
| Transfers In - Property Tax - Employee Benefits | 14,522,590 | 12,904,294 | (1,618,296) | -12.54% |
| Transfers In - Other | 256,372 | 730,997 | 474,625 | 64.93% |
| | | | | |
| Use of Fund Balance | 1,183,000 | 2,234,590 | 1,051,590 | 47.06% |
| Cash on Hand - Restricted Projects | 148,871 | 147,703 | (1,168) | -0.79% |
| | | | | |
| **Total Revenue** | **83,799,779** | **82,085,360** | **(1,714,419)** | **-2.05%** |

| Expenditures | FY26 Adopted | FY27 Recommended | Increase (Decrease) | Percentage Increase (Decrease) |
|---|---|---|---|---|
| Police | | | | |
| *Personnel* | 17,891,492 | 18,864,709 | 973,217 | 5.61% |
| *All other expenses* | 2,865,938 | 2,913,440 | 47,502 | 1.25% |
| | | | | |
| Emergency Mgmt | 93,284 | 97,321 | 4,037 | 4.47% |
| | | | | |
| Fire | | | | |
| | | | | |
| *Personnel* | 11,834,456 | 12,691,676 | 857,220 | 7.37% |
| *All other expenses* | 818,653 | 868,658 | 50,005 | 6.11% |
| Ambulance | | | | |
| *Personnel* | 2,915,205 | 2,576,929 | (338,276) | -11.92% |
| *All other expenses* | 1,520,275 | 1,520,275 | - | 0.00% |
| Building Inspections | | | | |
| *Personnel* | 1,369,829 | 1,411,095 | 41,266 | 2.98% |
| *All other expenses* | 239,232 | 238,772 | (460) | -0.20% |
| | | | | |
| Sidewalks | 275,000 | 275,000 | - | 0.00% |

| | | | | | |
|---|---|---|---|---|---|
| Parking | | 471,750 | 400,000 | (71,750) | -16.88% |
| Airport | | | | | |
| | *Personnel* | 867,195 | 890,766 | 23,571 | 2.46% |
| | *All other expenses* | 590,196 | 600,499 | 10,303 | 1.75% |
| Met Transit | | 1,506,466 | 1,566,725 | 60,259 | 4.12% |
| Central Garage | | | | | |
| | *Personnel* | 822,370 | 852,409 | 30,039 | 3.70% |
| | *All other expenses* | 151,718 | 151,718 | - | 0.00% |
| Motor Pool | | 2,574,829 | 2,574,829 | - | 0.00% |
| Human Rights | | | | | |
| | *Personnel* | 339,851 | 358,744 | 18,893 | 5.76% |
| | *All other expenses* | 67,800 | 67,800 | - | 0.00% |
| Library | | | | | |
| | *Personnel* | 2,527,657 | 2,670,026 | 142,369 | 5.63% |
| | *All other expenses* | 521,127 | 516,430 | (4,697) | -0.90% |
| Cultural Arts | | | | | |
| | *Personnel* | 1,377,873 | 1,394,765 | 16,892 | 1.32% |
| | *All other expenses* | 229,623 | 264,625 | 35,002 | 14.73% |
| Grout | | 625,000 | 625,000 | - | 0.00% |
| Leisure Services: Parks/Downtown | | | | | |
| | *Personnel* | 2,880,641 | 2,953,713 | 73,072 | 2.51% |
| | *All other expenses* | 740,821 | 740,821 | - | 0.00% |
| Golf | | | | | |
| | *Personnel* | 1,220,530 | 1,249,002 | 28,472 | 2.42% |
| | *All other expenses* | 322,871 | 322,871 | - | 0.00% |
| Sportsplex | | | | | |
| | *Personnel* | 960,323 | 964,101 | 3,778 | 0.41% |
| | *All other expenses* | 656,145 | 628,399 | (27,746) | -4.17% |
| Youth Sports | | | | | |
| | *Personnel* | 553,637 | 564,785 | 11,148 | 2.04% |
| | *All other expenses* | 144,550 | 144,550 | - | 0.00% |
| Young Arena | | | | | |
| | *Personnel* | 603,566 | 624,142 | 20,576 | 3.56% |
| | *All other expenses* | 388,500 | 388,500 | - | 0.00% |
| Cemetery | | 70,000 | 70,000 | - | 0.00% |
| Hotel Motel Grants/WCVB | | 1,300,000 | 1,300,000 | - | 0.00% |
| Economic Development | | 256,372 | 305,842 | 49,470 | 19.44% |
| Housing - Special Projects | | 59,440 | 50,000 | (9,440) | -15.88% |
| Planning | | | | | |
| | *Personnel* | 676,112 | 642,303 | (33,809) | -5.26% |

| | | | | | |
|---|---|---|---|---|---|
| | *All other expenses* | 26,414 | 26,414 | - | 0.00% |
| INRCOG | | 36,350 | 37,023 | 673 | 1.85% |
| Convention Center | | 1,919,646 | 1,900,000 | (19,646) | -1.02% |
| City Property Management | | 121,900 | 121,900 | - | 0.00% |
| Mayor/Council | | | | | |
| | *Personnel* | 674,446 | 669,948 | (4,498) | -0.68% |
| | *All other expenses* | 64,670 | 64,670 | - | 0.00% |
| IT | | | | | |
| | *Personnel* | 438,117 | 452,149 | 14,032 | 3.37% |
| | *All other expenses* | 234,097 | 234,097 | - | 0.00% |
| Communications | | 10,920 | 9,600 | (1,320) | -12.09% |
| Clerk/Finance | | | | | |
| | *Personnel* | 1,164,703 | 1,220,530 | 55,827 | 4.74% |
| | *All other expenses* | 697,991 | 729,991 | 32,000 | 4.58% |
| City Attorney | | | | | |
| | *Personnel* | 232,251 | 240,842 | 8,591 | 4.00% |
| | *All other expenses* | 127,200 | 127,200 | - | 0.00% |
| Facilities Maintenance | | | | | |
| | *Personnel* | 487,069 | 496,997 | 9,928 | 2.04% |
| | *All other expenses* | 281,322 | 281,322 | - | 0.00% |
| Vets Hall | | 8,815 | 8,815 | - | 0.00% |
| Liability Insurance | | 3,289,226 | 3,453,687 | 164,461 | 5.41% |
| Health Insurance | | 3,100,000 | 3,100,000 | - | 0.00% |
| HR | | | | | |
| | *Personnel* | 506,376 | 520,755 | 14,379 | 2.91% |
| | *All other expenses* | 79,300 | 79,300 | - | 0.00% |
| Work Comp | | 1,770,000 | 1,770,000 | - | 0.00% |
| Public Access Studio | | | | | |
| | *Personnel* | 192,289 | 192,532 | 243 | 0.13% |
| | *All other expenses* | 6,350 | 6,350 | - | 0.00% |
| | | | | - | |
| Transfers Out | | 5,000,000 | 1,000,000 | (4,000,000) | #DIV/0! |
| **Total Expenditure** | | **83,799,779** | **82,085,360** | **(1,714,419)** | **-2.18%** |
| **Net Position** | | **0** | **(0)** | | |
| **Non-recurring Items** | | **-** | | | |
| **Net Position** | | **0** | **(0)** | | |

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

| NAME AND DEPARTMENT | MEETING DATE |
| --- | --- |
| Noel Anderson, Community Planning and Development Director<br>Planning & Zoning Department | April 20, 2026 |

## AGENDA ITEM TITLE

Request by the City of Waterloo to rezone approximately twenty-eight acres of land from “A-1” Agricultural District to “B-P” Business Park District, located west and northwest of 4634 Kimball Avenue.

## RECOMMENDED COUNCIL ACTION

Approval

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo is looking to rezone approximately twenty-eight acres of land from “A-1” Agricultural District to “B-P” Business Park District, located west and northwest of 4634 Kimball Avenue, on land acquired by the City of Waterloo as part of the South Waterloo Business Park. The rezoning of the property will match the zoning to the west and north, which was rezoned from “A-1” Agricultural District to “B-P” Business Park District through multiple rezones starting in 2004. The City of Waterloo is proposing to rezone the property in question for future development. There is no specific immediate development plans, but at the time of development, a Site Plan Amendment will be required.

## NEIGHBORHOOD IMPACT

The request to rezone the property does not appear to have a negative impact on the surrounding area, and the rezone will be consistent with the zoning abutting the property in question.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

A public hearing was held by the Planning, Programming, and Zoning Commission on March 10, 2026 and notice was sent to all property owners within 250 feet.

## SOURCE OF EXPENDITURES

N/A

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

Parcel "B" of Plat of Survey Doc. No. 2025-2560 of part of the North 1/2 of the SE 1/4 of Section 9, Township 88 North, Range 13 West of the 5th P.M.,Black Hawk County, Iowa.

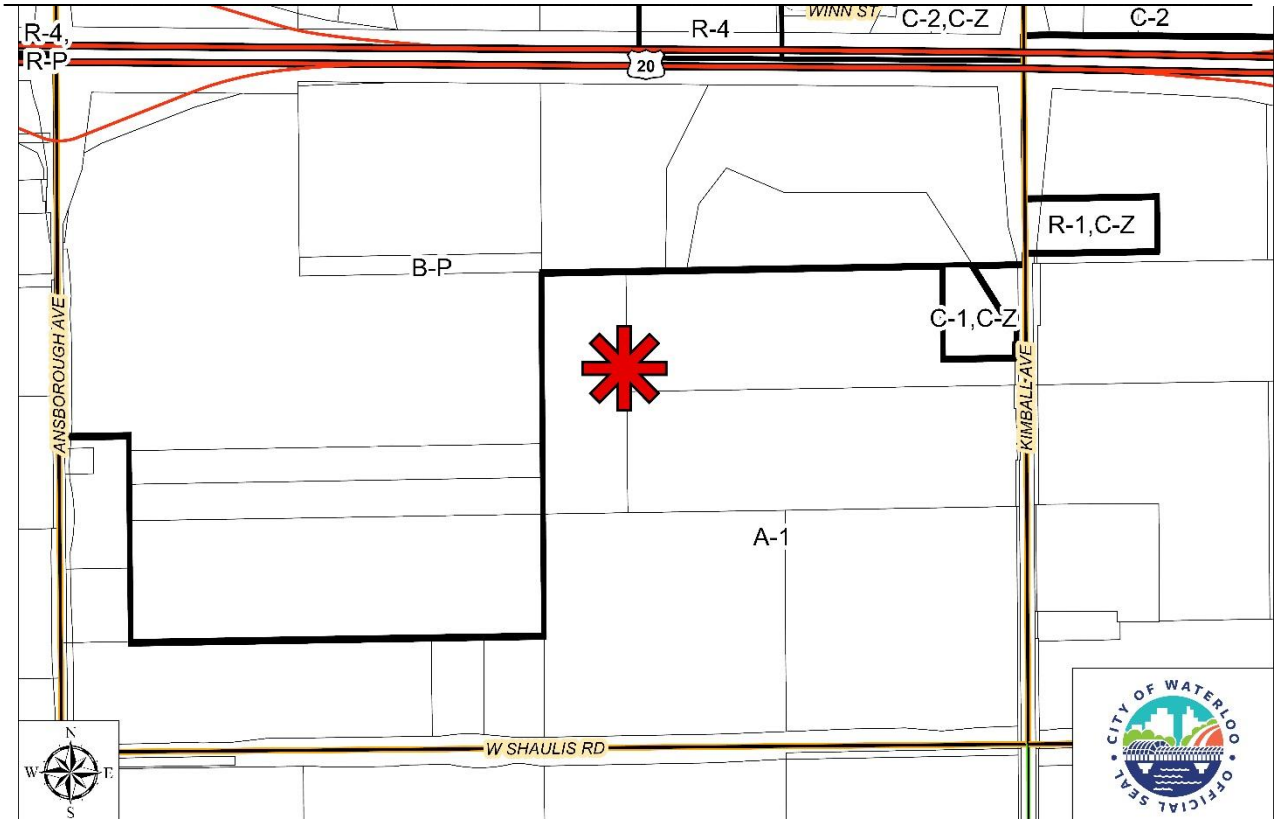
And also Parcel "C" of Plat of Survey Doc. No. 2025-13558 of part of the North One-Half of the Southeast Quarter of Section No. 9, Township No. 88 North, Range 13 West of the Fifth Principal Meridian, Waterloo, Black Hawk County, Iowa

## ATTACHMENTS

1. Staff Report

CITY OF WATERLOO
Planning & Zoning

| | |
|---|---|
| **TO:** | Council |
| **PREPARER:** | Adarsh Tummala, Planner I |
| **HEARING DATE:** | April 20, 2026 |
| **REQUEST:** | Rezone approximately 28 acres of land from “A-1” Agricultural District to “B-P” Business Park District |
| **APPLICANT:** | City of Waterloo |
| **LOCATION:** | West and northwest of 4634 Kimball Avenue |

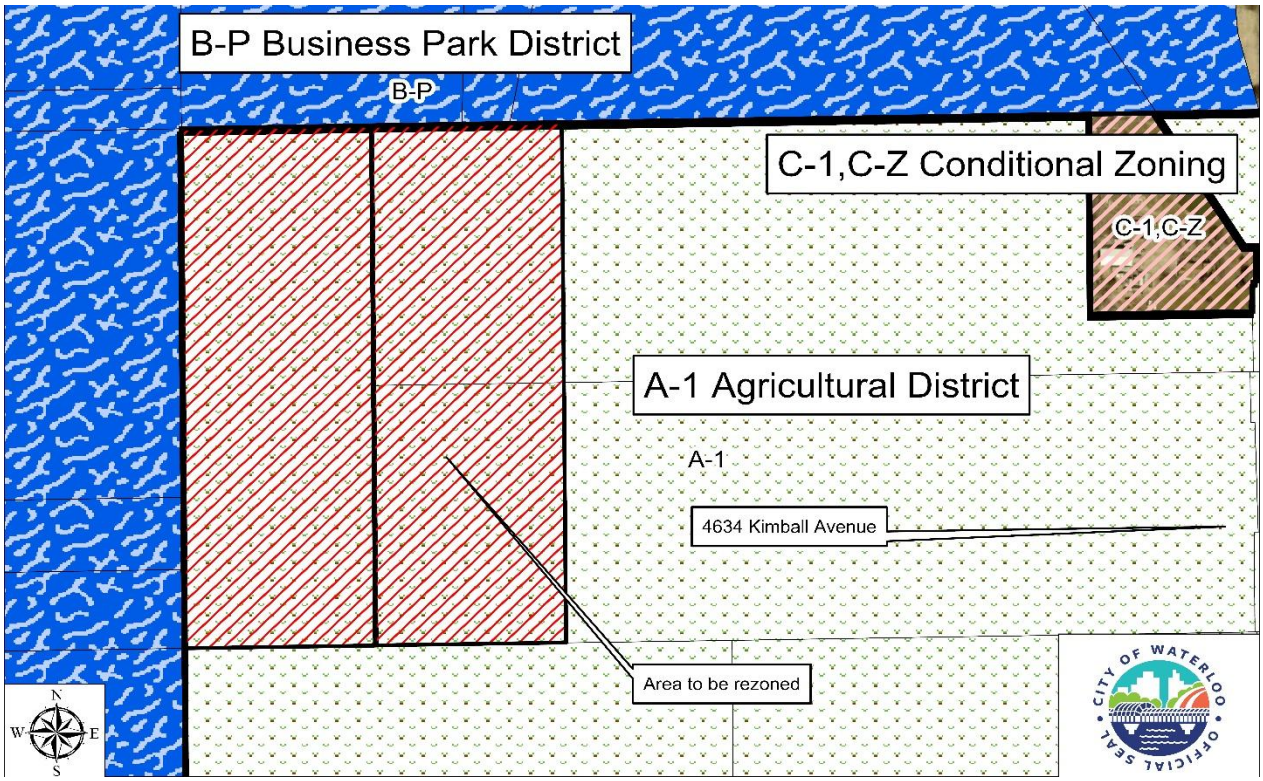



SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:

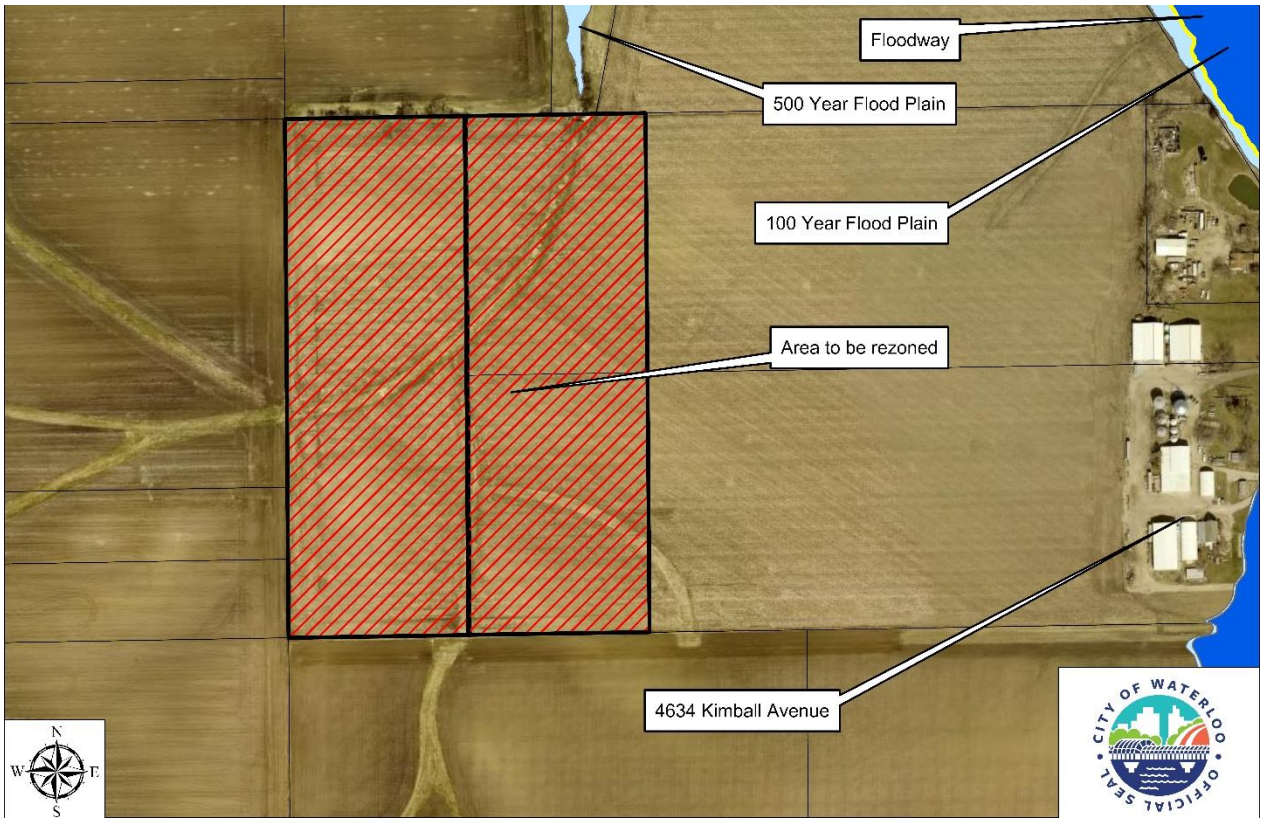
The request to rezone the property does not appear to have a negative impact on the surrounding area, and the rezone will be consistent with the zoning abutting the property in question.



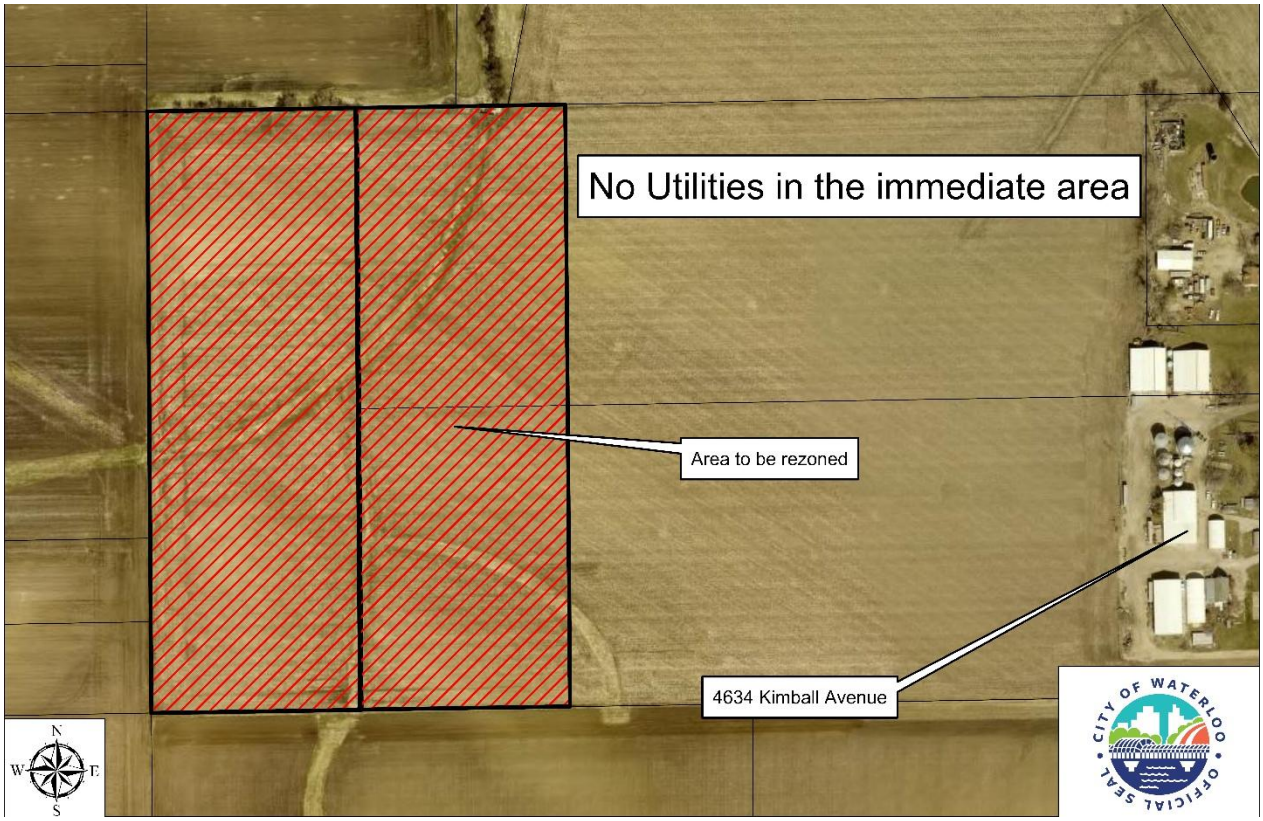

| | |
|---|---|
| VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS: | The proposed rezone would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. |
| RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY: | There are no trails or sidewalks within the vicinity of the property in question. |
| ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY: | The area in question has been “A-1” Agricultural District since the adoption of the Zoning Ordinance in 1969. Surrounding land uses and their zoning designations are as follows:<br><br>**North** – US Highway 20 and vacant land zoned “B-P” Business Park District.<br><br>**South** – Vacant land zoned “A-1” Agricultural District.<br><br>**East** – Residence and farmland zoned “A-1” Agricultural District.<br><br>**West** – Vacant land for a future business park zoned “B-P” Business Park District. |




FLOODPLAIN: The property is not located in a flood zone as indicated by the Federal Insurance Administration's Flood Insurance Rate Map.



| | |
|---|---|
| DRAINAGE: | The proposed request would not appear to have a negative impact upon drainage in the area. As the property develops, it will need to meet modern drainage requirements. |
| DEVELOPMENT HISTORY: | There is no development in the area besides the residential lot with agriculture buildings built in 1919 abutting the property in question to the east. |
| PUBLIC /OPEN SPACES/ SCHOOLS: | Prairie Grove Park is located 2.9 miles to the southwest of the property in question. |
| UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC. | There are no easements or utilities on the property in question. |




| | |
|---|---|
| STAFF ANALYSIS – ZONING ORDINANCE | The rezone meets all requirements of the Zoning Ordinance. |

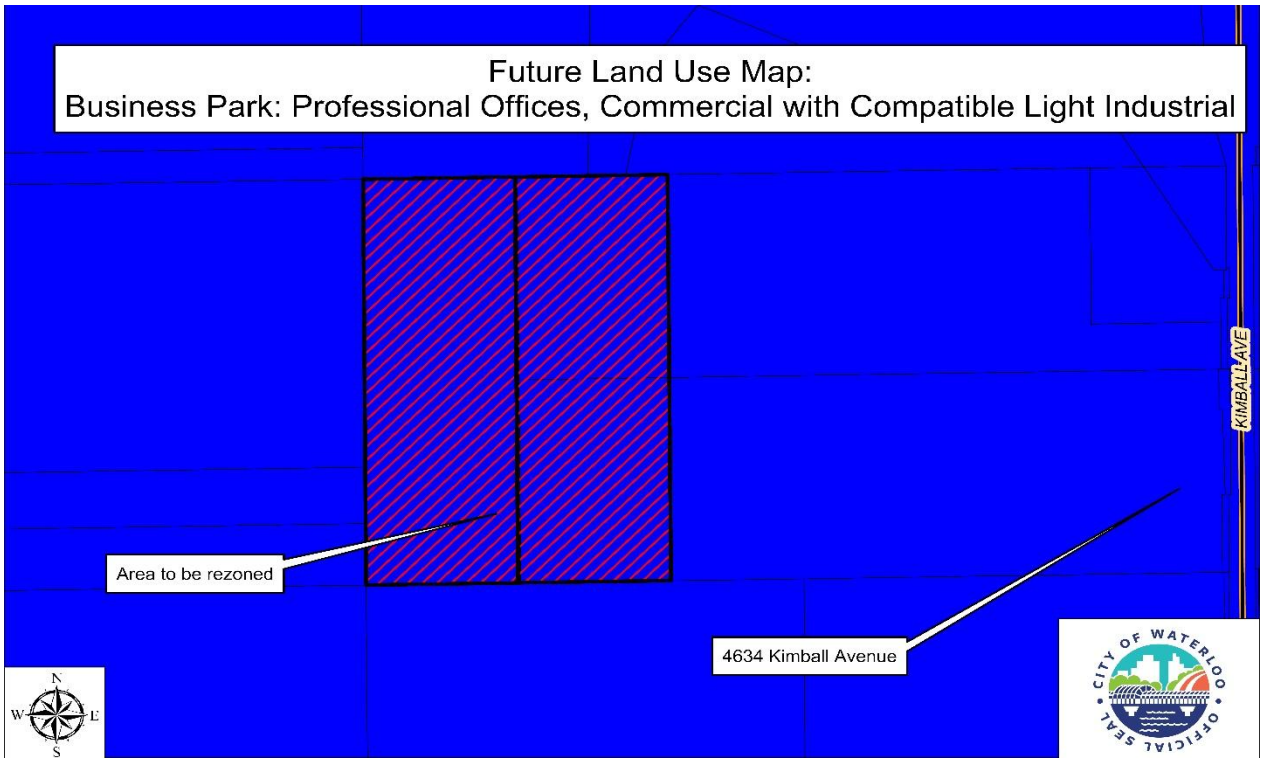


*Picture 1: Looking north from Shaulis Road toward the rezone area.*



*Picture 2: Looking northwest from Shaulis Road at the existing "B-P" zoned area.*

| | |
|---|---|
| STAFF ANALYSIS – SITE ANALYSIS: | The City of Waterloo is looking to rezone approximately 28 acres of land from “A-1” Agricultural District to “B-P” Business Park District, located west and northwest of 4634 Kimball Avenue.<br><br>The rezoning of the property will match the zoning to the west and north, which was rezoned from “A-1” Agricultural District to “B-P” Business Park District through multiple rezones starting in 2004.<br><br>The City of Waterloo is proposing to rezone the property in question for future development. There is no specific immediate development plans, but at the time of development, a Site Plan Amendment will be required. |
| TECH REVIEW AND UPDATES: | There were no comments at Tech Review. |
| PLANNING, PROGRAMMING AND ZONING COMMISSION: | N/A |
| RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN: | The Future Land Use Map designates this area as *Business Park: Professional Offices, Commercial with Compatible Light Industrial.* The proposed rezone would be in conformance with the Comprehensive Plan and Future Land Use Map for this area. |



STAFF RECOMMENDATION:

Therefore, staff recommends that the request by the City of Waterloo to rezone approximately 28 acres of land from “A-1” Agricultural District to “B-P” Business Park District, located west and northwest of 4634 Kimball Avenue, be approved, meeting for the following reasons:

1. The rezone would not appear to have a negative impact to the area.
2. The rezone will match the zoning to the west and north.
3. The rezone is in compliance with the Comprehensive Plan and Future Land Use map for the area.

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

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

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Request by BFA, Inc., on behalf of Wal-Mart, to vacate 26,821 square feet of a 20-foot water line easement located at 1334 Flammang Drive.

## RECOMMENDED COUNCIL ACTION

Approval

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

The applicant is requesting to vacate a 26,821 square foot easement for a water main. The majority of the water main on the property does not run in this easement. A portion of the water main does cross the easement, however, the applicant has also submitted a request to dedicate an easement around where the water line is located.
The vacate and dedication request is necessary to place an easement for the water line in the correct location.
The Technical Review Committee had no comments or concerns about this request.
The Planning, Programming, and Zoning Commission recommended approval of the request unanimously at their regular meeting on March, 10, 2026.

## NEIGHBORHOOD IMPACT

The request to vacate a water line easement would not appear to have a negative impact upon the surrounding area as there is not a water line in the majority of the easement, and the applicant will be dedicating a new easement around where the water line is located.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

The Planning, Programming, and Zoning Commission held a hearing at their regular meeting on March 10, 2026 and recommended approval of the request unanimously.

## SOURCE OF EXPENDITURES

N/A

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

All that portion of an existing 20 foot wide watermain easement, being part of Lot 1 of “Crossroads Plat No. 3” as shown and dedicated on said plat in Plat Book W, Page 85 of the Black Hawk County, Iowa records, said portion of easement to be vacated more fully described, to wit:

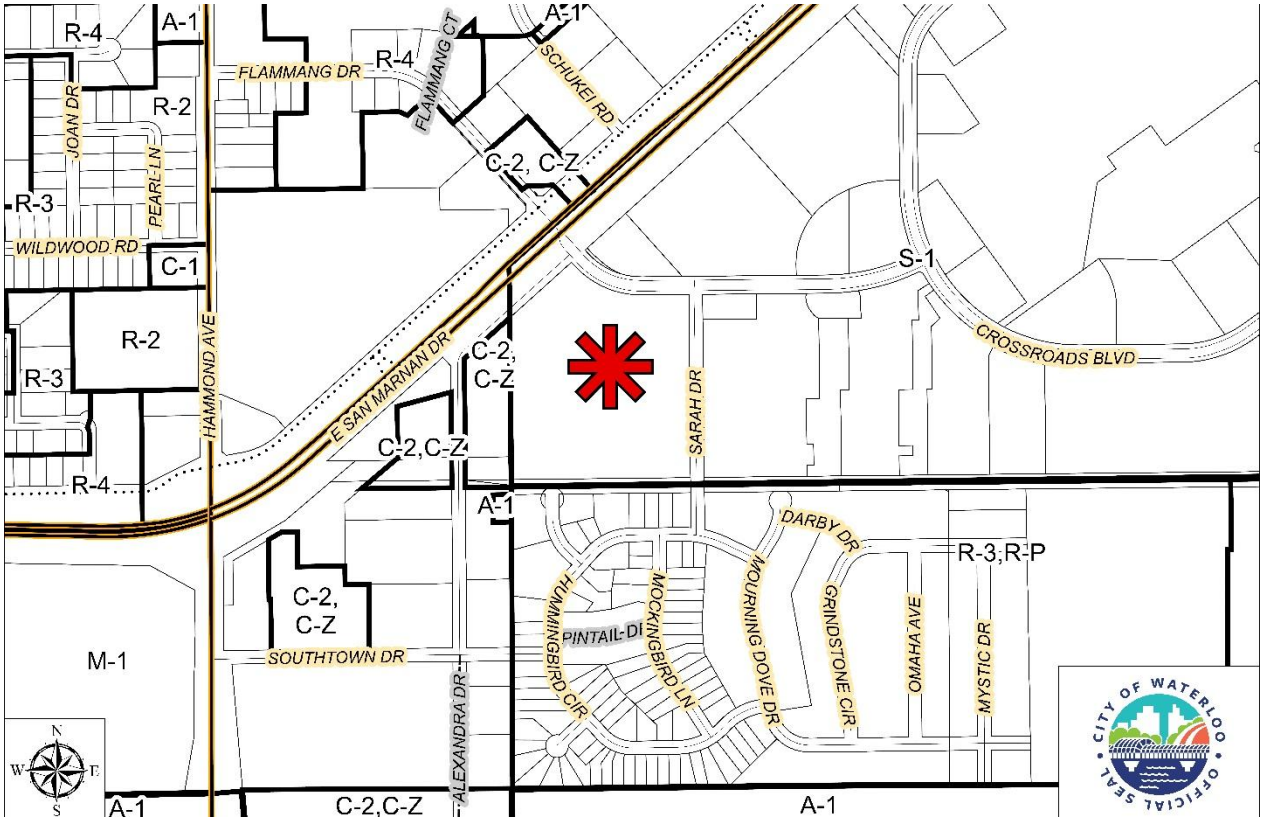
Commencing at the northeast corner of said Lot 1, also being on the south right-of-way of Flammang Drive; thence on the north line of said Lot 1 and the south right-of-way of Flammang Drive S 89° 25' 53" W 80.33 feet to the Point of Beginning; thence leaving said lot line and right-of-way line S 00° 34' 07" E 46.55 feet; thence S 25° 51' 50" W 286.91 feet; thence S 89° 30' 49" W 502.17 feet; thence S 01° 26' 13" E 502.29 feet to a point on the south line of said Lot 1; thence on said south line S 89° 14' 42" W 20.00 feet; thence leaving said south line N 01° 26' 13" W 522.39 feet; thence N 89° 30' 49" E 510.09 feet; thence N 25° 51' 50" E 269.80 feet; thence N 00° 34' 07" W 41.85 feet to a point on the north line of said Lot 1, also being on the south right-of-way of Flammang Drive; thence on said lot line and right-of-way line N 89° 25' 53" E 20.00 feet to the Point of Beginning; Containing 26,821 square feet, more or less.

## ATTACHMENTS

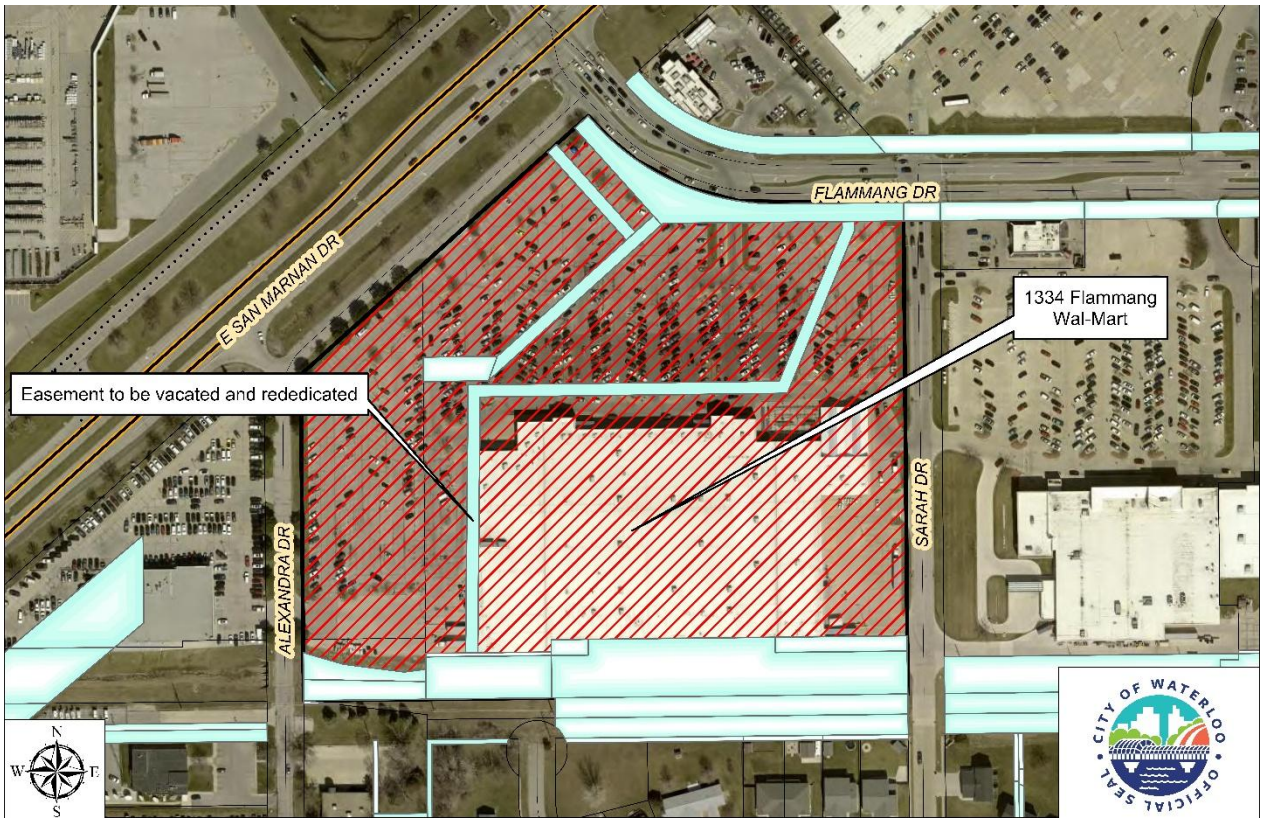
1. Vacate request-Staff report- 1334 Flammang

CITY OF WATERLOO
Planning & Zoning

| | |
|---|---|
| **TO:** | Planning, Programming, and Zoning Commission |
| **PREPARER:** | Joseph Geilman, Planner I |
| **PZ MEETING DATE:** | March 10, 2026 |
| **REQUEST:** | Vacate 26,821 square feet of 20’ water line easement. |
| **APPLICANT:** | BFA, Inc. on behalf of Walmart. |
| **LOCATION:** | 1334 Flammang Drive. |

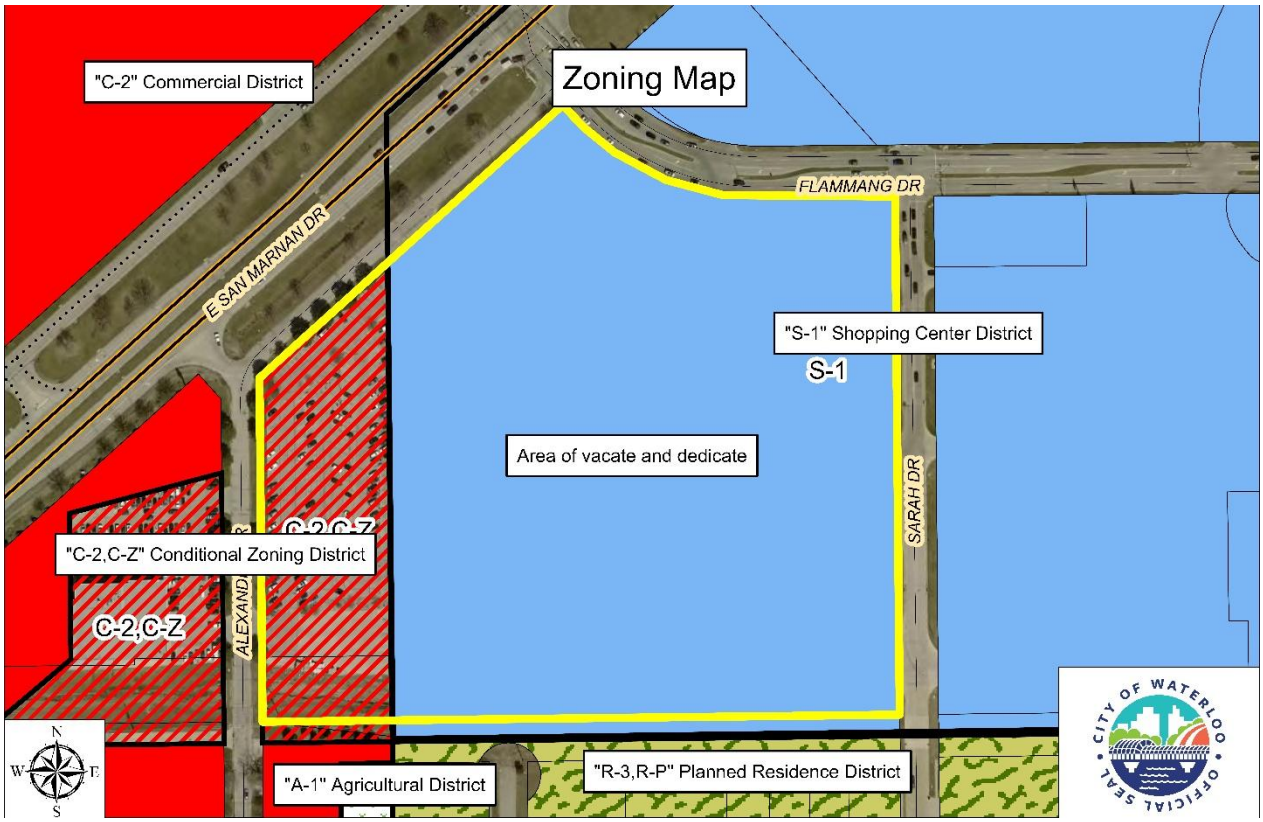



| | |
|---|---|
| SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD: | The request to vacate a water line easement would not appear to have a negative impact upon the surrounding area as there is not a water line in the majority of the easement, and the applicant will be dedicating a new easement around where the water line is located. |

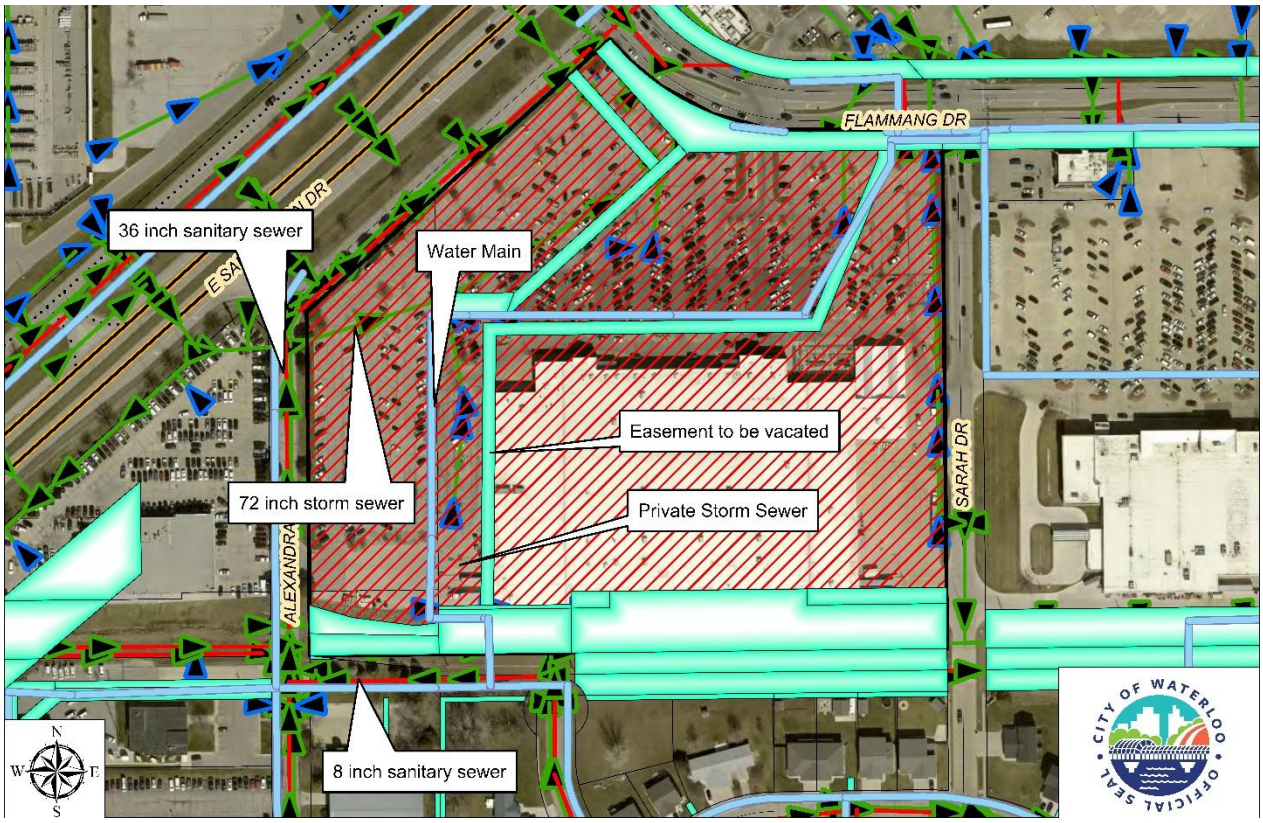



| | |
|---|---|
| VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS: | The proposed vacation request would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by Flammang Drive, Sarah Drive, and Alexandra Drive, which are all designated as a Local Street. |
| RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY: | There are no recreational trails located near the site. There are also no sidewalks in the immediate vicinity of the location in question. |
| ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY: | The area in question has been zoned “S-1” Shopping Center District since the adoption of the zoning ordinance in 1969. Surrounding land uses and their zoning designations are as follows:<br><br>**North** – Commercial properties, zoned “S-1” Shopping Center District, including KFC Chicken and other commercial users.<br><br>**South** –Residential properties, zoned “R-3,R-P” Planned Multiple Residence District.<br><br>**East** Commercial properties, zoned “S-1” Shopping Center District. |

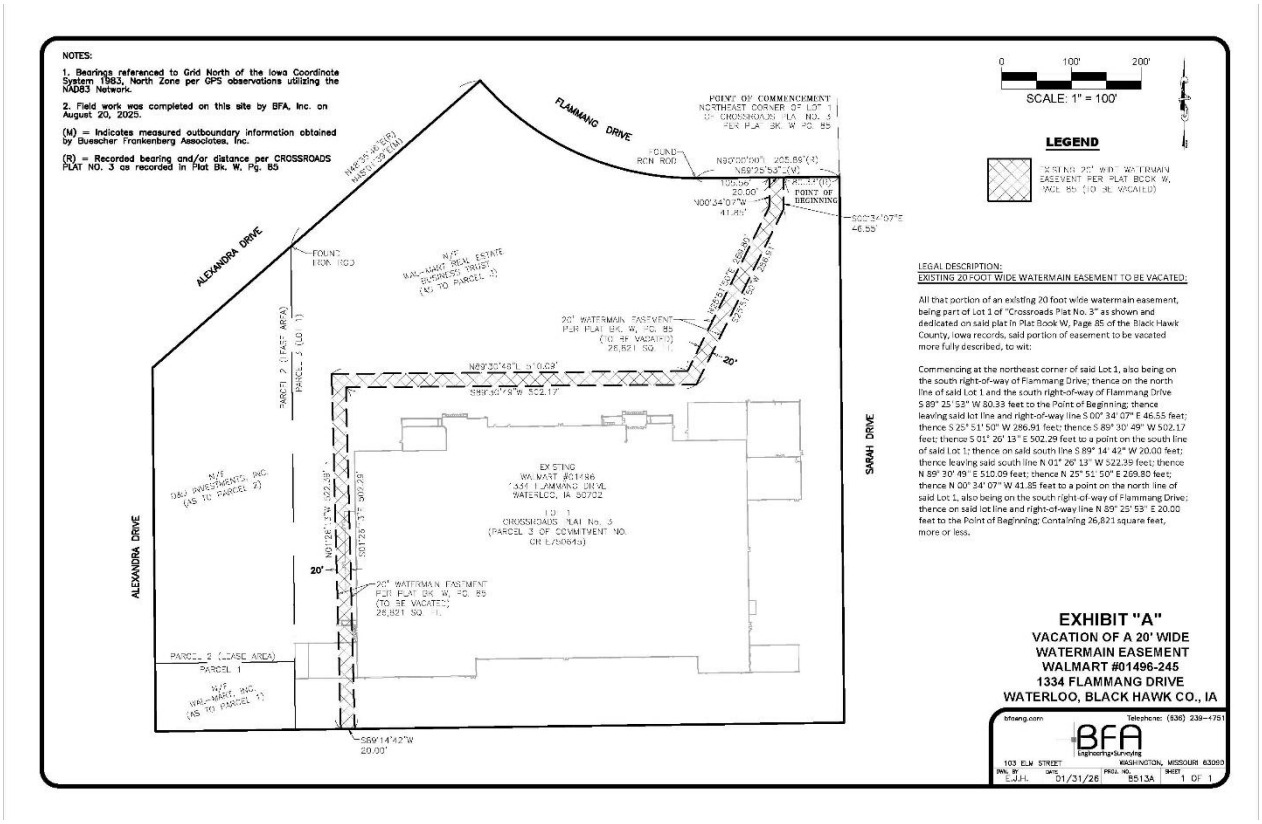
**West** – Commercial properties, zoned “C-2,C-Z” Conditional Zoning Commercial District.




| | |
|---|---|
| DEVELOPMENT HISTORY: | The Walmart building was built in 1989, and the residential buildings to the south were built between 2007 and 2016. |
| PUBLIC /OPEN SPACES/ SCHOOLS: | Blessed Maria Assunta Pallotta Middle School and Columbus High School are located approximately 3,000 feet to the northwest of the site.<br><br>There are no parks in the immediate vicinity. |
| FLOODPLAIN: | A very small portion of the property is located within a flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025, Pannel Number 0304G, dated May 8, 2024. |
| DRAINAGE: | A drainage plan will not be needed for this request. |
| UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC. | There is a 12” Water main that crosses the easement at one point. This is the Water main that will have a new easement dedicated around it. There is also an 18” storm sewer located in the Walmart parking lot. |




| | |
|---|---|
| STAFF ANALYSIS – SUBDIVISION ORDINANCE | The applicants are not looking to subdivide the property at this time. |
| STAFF ANALYSIS – SITE ANALYSIS: | The applicant is requesting to vacate a 26,821 square foot easement for a water main. The majority of the water main on the property does not run in this easement. A portion of the water main does cross the easement, however, the applicant has also submitted a request to dedicate an easement around where the water line is located.<br><br>The vacate and dedication request is necessary to place an easement for the water line in the correct location. |
| TECH REVIEW AND UPDATES | The Technical Review Committee had no comments or concerns about this request. |
| PLANNING, PROGRAMMING AND ZONING COMMISSION | The Planning, Programming, and Zoning Commission recommended approval of the request unanimously at their regular meeting on March, 10, 2026. |






*Picture 1: Looking northeast toward the vacate area.*



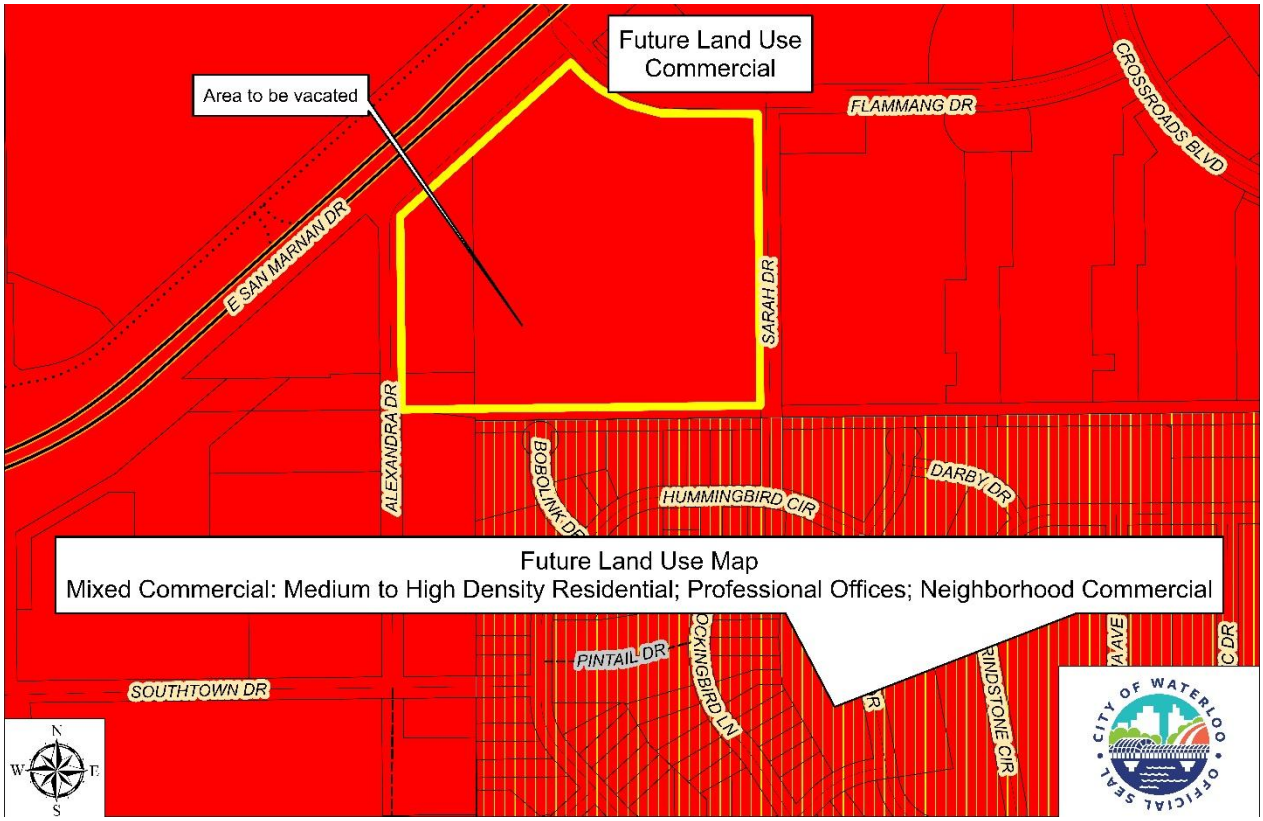
*Picture 2: Looking at the front of the building with the vacate area to the right of the photo.*




*Picture 3: Looking south at the vacate area.*

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

This property is designated as Commercial on the Future Land Use Map, a component of the Comprehensive Plan. This request is in conformance with that designation.




STAFF RECOMMENDATION:

Therefore, staff recommends that the request by BFA, Inc. on behalf of Wal-Mart to vacate 26,821 square feet of 20' water line easement located at 1334 Flammang Drive, be approved for the following reasons:

1. The easement is not needed in this location as the water line was not built in this easement.
2. The applicant will be dedicating an easement that follows where the waterline is located.

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

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

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract for city-owned lots generally maintained by the Planning and Zoning Department.

## RECOMMENDED COUNCIL ACTION

approval

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo through its Dilapidated Housing Task force has acquired properties over the last several years using Iowa Code 657A and other means. A majority of the properties have been demolished and are vacant lots, but some still have homes or other structures on them. Lots owned by the City of Waterloo must be maintained, including mowing. This bid will select a mowing contractor or contractors for the lots for the 2026 and 2027 mowing seasons. There are approximately 249 lots, 11 of which are over an acre. The previous contract was with B&B Lawn Care, Inc. of Waterloo, Iowa, and included costs of $11.41 per lot per occurrence for lots under 1 acres, and $49.99 per acre per occurrence for lots 1 acre or more. The City received three bids, however the bid from P&J Lawncare was deemed non-responsive and rejected, as it was not submitted on the required bid form, did not include other required bid forms, did not include the required bid security, and did not include a listed bid price. Of the other two bidders, Adams Outdoor Contracting Inc. (which was formerly B&B Lawn Care, Inc.) was the low bidder at $9.49 per lot per occurrence for City owned lots under 1 acre, and Taylor Construction Company LLC was the low bidder at $49.89 per acre per occurrence for City owned lots 1 acre or more. In accordance with the Request for Bids and Bid Specifications documents, staff is proposing to split the project into two Contracts, Part 1 for lots under 1 acres, and Part 2 for lots 1 acre or more. If the contract was not split, Taylor Construction Company LLC would be the low bidder, with a total cost per occurrence for all lots of $5,283.08, compared to Adams Outdoor Contracting Inc., with a total cost per occurrence for all lots of $5,543.24.

## NEIGHBORHOOD IMPACT

The request will have a positive impact on neighborhoods by ensuring City owned lots are properly mowed and do not become a nuisance to neighborhoods.

## DATA, ANALYSIS, AND STRATEGIES

Property Maintenance

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

Nuisance abatement.

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. Bid Tab 2026-2027 Miscellaneous Areas Mowing and Lot Maintenance Services Contract
2. Planning Bid Review
3. 2026 and 2027 Planning and Zoning Mowing Contract Part 1 Adams
4. 2026 and 2027 Planning and Zoning Mowing Contract Part 2 Taylor
5. 2026 and 2027 Planning and Zoning Mowing RFB
6. Master Mowing List Updated 02-17-26 Exhibit A

2026/2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract for city-owned lots generally maintained by the Planning and Zoning Department

Bid Estimate:
A: $18.00 Per lot/occurrence - lots under 1 acre
B: $75.00 Per Hour/Per occurrence – lots 1 acre or more

04/09/2026

| **NAME & ADDRESS OF BIDDER** | **Bid Security** | **A: Lots under 1 acre** | **B: Lots over 1 acre** |
|---|---|---|---|
| P&J LAWN CARE WATERLOO, IA | NON RESPONSIVE | NON RESPONSIVE | NON RESPONSIVE |
| ADAM'S OUTDOOR CONTRACTING, INC. WATERLOO, IA | 5% | $9.49 | $69.49 |
| TAYLOR CONSTRUCTION CEDAR FALLS, IA | 5% | $12.48 | $49.89 |

# Planning and Zoning Department

## 2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract

# Bid Review

Summary of lots to be mowed (at time of bid):

230 lots under 1 acre
11 properties over 1 acre totaling 48.36 acres

Summary of bids:

| | Per Lot under 1 acre | Per Acre over 1 acre | Total cost per occurrence |
|---|---|---|---|
| Taylor Construction | $12.48 | $49.89 | $5,283.08 |
| Adams Outdoor | $ 9.49 | $69.49 | $5,543.24 |

Math review:

Taylor: (230 lots x $12.48 per lot) + (48.36 acres x $49.89 per acre) = $5,283.08

Adams: (230 lots x $9.49 per lot) + (48.36 acres x $69.49 per acre) = $5,543.24

CITY OF WATERLOO, IOWA
2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract
Part 1 for City owned lots that are under 1 acre

# CONTRACT PROVISIONS

This Contract for mowing (the "Contract") is made and entered into effective May 1, 2026 and ending October 31, 2027, by and between the City of Waterloo, Iowa (the "City"), and Adams Outdoor Contracting Inc. (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 Bids
   c. Notice of Public Hearing
   d. Instruction to Bidders
   e. Signed copy of Bid Form
   f. Non-Collusion Affidavit of Prime Bidder
   g. Non-Collusion Affidavit of Sub-Contractor
   h. Equal Opportunity
   i. General Conditions
   j. Bid Specifications
   k. Response (Bid) from Contractor

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

3. The Contractor agrees to be ready 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 time frame. Time is of the essence in the performance of duties under this Contract. The Contractor also agrees to the following:

   a. Contractors will abide by ordinance sections 7-1-2B(1). Contractor will not be permitted to transfer grass onto or across any city street or alley. In the event grass is transferred into any street or alley it shall be removed by the Contractor.

   b. Contractor will abide by ordinance sections 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.**

   d. Contractors are not to mow or trim any flowers or gardens unless specified by the Planning and Zoning Department.

   e. Contractors will trim around all trees, telephone poles, fences, structures, curbs and on the backside of alleys.

   f. In the event the Planning and Zoning 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.

g. 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 Project Manager.

h. Properties found in compliance upon arrival of the Contractor shall not be mowed and will not result in additional charges to the City of Waterloo from the Contractor. Mowing under this contract is on an as needed basis, and the residential lots/miscellaneous areas need only be maintained (mowed) at a height of (4") or less and shall not be mowed unless the average grass on a site exceeds 6". Lots shall not be mowed more than once per week regardless of height, and shall not be mowed more than four times per calendar month, except that the months of July and August shall not be mowed more than twice each calendar month, unless otherwise directed by the City.

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 execution of work, if 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 satisfactorily 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 mowing 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: | Contractor: |
|---|---|
| City of Waterloo, Iowa<br>715 Mulberry St.<br>Waterloo, Iowa 50703<br>Attn: Planning Department | Adams Outdoor Contracting Inc.<br>124 Center St<br>Waterloo, IA 50703<br>Attn: Robert Adams |

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 $9.49 per lot per occurrence for lots under 1 acre.

19. In accordance with the Request for Bids and Bid Specifications documents, the City has split the project into two contracts. This Contract, Part 1, is for the City owned lots that are under 1 acre, as identified on Exhibit "A" list of properties provided with the Request for Bids, and does not include the City owned lots that are 1 acre or more. The list of properties is subject to change and fluctuates as the City acquires and sells property.

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

CITY OF WATERLOO, IOWA

_____
David Boesen - Mayor

_____
Kelly Felchle -City Clerk

CONTRACTOR

_____
Adams Outdoor Contracting Inc.

By: Robert Adams

Title: _____

CITY OF WATERLOO, IOWA
2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract
Part 2 for City owned lots that are 1 acre or more

# CONTRACT PROVISIONS

This Contract for mowing (the "Contract") is made and entered into effective May 1, 2026 and ending October 31, 2027, by and between the City of Waterloo, Iowa (the "City"), and Taylor Construction Company LLC (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 Bids
   c. Notice of Public Hearing
   d. Instruction to Bidders
   e. Signed copy of Bid Form
   f. Non-Collusion Affidavit of Prime Bidder
   g. Non-Collusion Affidavit of Sub-Contractor
   h. Equal Opportunity
   i. General Conditions
   j. Bid Specifications
   k. Response (Bid) from Contractor

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

3. The Contractor agrees to be ready 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 time frame. Time is of the essence in the performance of duties under this Contract. The Contractor also agrees to the following:

   a. Contractors will abide by ordinance sections 7-1-2B(1). Contractor will not be permitted to transfer grass onto or across any city street or alley. In the event grass is transferred into any street or alley it shall be removed by the Contractor.

   b. Contractor will abide by ordinance sections 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.**

   d. Contractors are not to mow or trim any flowers or gardens unless specified by the Planning and Zoning Department.

   e. Contractors will trim around all trees, telephone poles, fences, structures, curbs and on the backside of alleys.

   f. In the event the Planning and Zoning 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.

g. 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 Project Manager.

h. Properties found in compliance upon arrival of the Contractor shall not be mowed and will not result in additional charges to the City of Waterloo from the Contractor. Mowing under this contract is on an as needed basis, and the residential lots/miscellaneous areas need only be maintained (mowed) at a height of (4") or less and shall not be mowed unless the average grass on a site exceeds 6". Lots shall not be mowed more than once per week regardless of height, and shall not be mowed more than four times per calendar month, except that the months of July and August shall not be mowed more than twice each calendar month, unless otherwise directed by the City.

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 execution of work, if 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 satisfactorily 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 mowing 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: | Contractor: |
|---|---|
| City of Waterloo, Iowa<br>715 Mulberry St.<br>Waterloo, Iowa 50703<br>Attn: Planning Department | Taylor Construction Company LLC<br>P.O. Box 55 Cedar Falls, IA 50613<br>Attn: Carter Taylor |

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 $49.89 per acre per occurrence for lots 1 acre and more.

19. In accordance with the Request for Bids and Bid Specifications documents, the City has split the project into two contracts. This Contract, Part 2, is for the City owned lots that are 1 acre or more, as identified on Exhibit "A" list of properties provided with the Request for Bids, and does not include the City owned lots that are under 1 acre. The list of properties is subject to change and fluctuates as the City acquires and sells property.

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

CITY OF WATERLOO, IOWA

_____
David Boesen - Mayor

_____
Kelly Felchle -City Clerk

CONTRACTOR

_____
Taylor Construction Company LLC

By: Carter Taylor

Title: _____

# CITY OF WATERLOO, IOWA
# Planning and Zoning Department

**Notice of Public Hearing on the Proposed Specifications and the Notice to Public Bidders**
**For the 2026 and 2027 Residential Lots /Miscellaneous Areas Mowing and Lot Maintenance Services Contract.**

**General Description**
The City of Waterloo Planning and Zoning Department is soliciting bids for mowing of city owned lots and miscellaneous areas. The City of Waterloo Planning and Zoning Department has approximately **241 properties** to be mowed and maintained (see attached Exhibit "A" for the list of properties and attached Exhibit "B" for a map of the properties). The City's intent for these properties are for rehabilitation or demolition to remove blighted properties from neighborhoods and provide infill lots for new homes, or to sell to an adjacent homeowner. Most lots are vacant, although some still have a structure or structures that must be mowed around. The attached Exhibit "A" indicates what lots have buildings.

**SCOPE OF WORK**
The Contractor shall provide all labor and equipment necessary for mowing, trimming and removal and disposal of various debris. Assigned areas shall be mowed on an as needed basis while maintaining a mowing height not to exceed four inches (4") in height. 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 Planning and Zoning Department (except larger illegal dumping items noted below). Additionally, the contractor shall be responsible for cleaning up and repairing all damage created by mowing operations which may include adding soil and seeding damaged areas as needed.

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 project manager will you be required to edge vegetation growing over curb and sidewalk. A good-faith attempt will need to be made to keep all voluntary vegetation to a minimum in and around any buildings, fences, along alleyways, sidewalks and other rights-of-way and particularly in areas where there are blind spots being created.

Occasionally, illegal dumping occurs on city owned lots in which case the City will be in charge of removing larger items such as stoves, mattresses, tires, furniture etc. The contractor will submit either by letter, fax or email to the project manager the location and a detailed list of the items needing to be picked up.

The bidder shall bid a per unit price (per lot/per occurrence price) for lots under one (1) acre and a per acre rate for lots one (1) acre or more, for all city owned lots under the control of the Planning and Zoning Department. **All bidders should know that the list of properties fluctuates as the city is continually acquiring and selling properties.** The contract will be for a two year period, covering the 2026 and 2027 mowing season (stars May 1, ends October 31).

**RECEIVING OF BIDS**
All bids must be received in a sealed mailing container or envelope and be plainly marked on the outside with the notation 'SEALED RFB FOR 2026 AND 2027 RESIDENTIAL LOTS/MISCELLANEIOUS AREAS MOWING AND LOT MAINTENANCE SERVICES CONTRACT – in the City Clerk's Office, Waterloo City Hall, 715 Mulberry Street, Waterloo, IA 50703 (date and time stamped) by **Thursday April 9, 2026** at 1:00 p.m. (our clock), Central Time, in order to be considered for the 2024 and 2025 mowing season. Bids sent electronically or via facsimile will not be accepted.

**OPENING OF BIDS**
All proposals received will be opened in the Harold E. Getty Council Chambers in City Hall of said City, on the **9th day of April, 2026 at 1:00 p.m.** The bid opening will be livestreamed on YouTube and made available on the city website. Bids will be evaluated promptly after opening. **The awarding of the contract is expected to be at the City Council meeting on Monday April 20, 2026.**

**PUBLIC HEARING**
The Waterloo City Council will conduct a public hearing on the proposed specifications and form of contract for the **2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services contract** at the City Council Meeting, **Monday April 20, 2026** at 5:30 p.m.

The contract documents are on file on the first floor in the City Clerk's office, City Hall, 715 Mulberry Street, and in the Planning and Zoning Department, second floor in Waterloo City Hall, 715 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. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

**CONTRACT PERIOD**

The period of time covered under this proposed contract shall be approximately May 1, 2026 to October 31, 2027.

**PROPOSALS SUBMITTED**

All bids must be submitted on forms supplied by the Planning and Zoning Department with the exception that the required list of adequate equipment available for the proposed project may be submitted as a separate attachment and the bid bond can be supplied by the bidding company's insurance provider. The bidder shall bid a per unit price (per lot/per occurrence price) for all city owned lots and miscellaneous areas that are under 1 acre, and per acre price per occurrence for all city owned lots and miscellaneous areas that are 1 acre or more.

**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 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 City shall award one contract to the lowest responsible Bidder whose bid conforms to the Specifications listed in this RFB and is most advantageous to the City, and the Planning and Zoning 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. They city may award the contract at the time of bid hearing, however, the City and the Planning and Zoning Department may need time to review the contract bids and bidder information, in which case the award would be made within sixty (60) days after bid opening. The City reserves the right to waive any and all parts of a specific bid, or award more than one contract.

**BOND**

The successful Bidder shall furnish a Performance Bond, within ten (10) days after notification of acceptance of the bid, in the amount of Twenty Thousand Dollars ($20,000.00). The Bond is to be issued by a responsible surety approved by the City Clerk's office and City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims of any kind caused by the operation of the Contractor.

**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 times each lot is mowed (and acres mowed for lots over 1 acre), keeping in mind that this is an as needed basis contract and that the residential lots/miscellaneous areas need only be maintained (mowed) at a height of (4") or less and shall not be mowed unless the average grass on a site exceeds 6". Lots shall not be mowed more than once per week regardless, and shall not be mowed more than four times per calendar month, except that the months of July and August shall not be mowed more than twice each calendar month, unless otherwise directed by the City's Project Manager. **A detailed bill of completed work must be received and approved by the Planning and Zoning Department (Project Manager) located at 715 Mulberry St., Waterloo, Iowa before payments will be made.**

The billing shall include:

- Property addresses and/or description of where work was performed
- Number of times and the dates each property was mowed each month

# CITY OF WATERLOO, IOWA
## Planning and Zoning Department

## INSTRUCTION TO BIDDERS

### I. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the Request for Bids must be requested in writing via email or letter, and with sufficient time allowed for a reply to reach all bidders before submission of their bids. Any interpretation or changes made to the RFB will be in the form of an addendum of the Request for Bids and will be furnished to all prospective bidders. All prospective bidders will receive mail or email notifications of any addendums by the Project Manager. All bidders must acknowledge in the space provided on the Bid Form acknowledgement of such addendums received by the Project Manager prior to the 1:00 p.m. bid deadline set for the opening of bids. **Oral explanations or instructions given before the award of the contract will not be accepted.**

### II. PROPOSALS SUBMITTED

All bids must be submitted on forms supplied by the Planning and Zoning 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 its 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 Bids and Notice to Bidders after the exact time set for closing of bids (Thursday, April 9, 2026, at 1:00 p.m.) 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 HEARING

The Waterloo City Council will conduct a public hearing on the proposed specifications and form of contract for the **2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract** at the City Council Meeting, **Monday April 20, 2026** at 5:30 p.m.

Anyone who is interested may appear at said time and place and be heard or may file written objection with the City Clerk, City Hall, Waterloo, Iowa, before the date set for said hearing.

### 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 Officer is Rudy D. Jones, Director of Community Development, located at: 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 Planning and Zoning 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 Planning and Zoning 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 Planning and Zoning 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 Planning and Zoning Department that the Bidder is qualified to carry out properly the terms of the Contract.

## IX. EXECUTION OF AGREEMENT, BOND, AND CERTIFICATE OF INSURANCE

A. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City, an agreement in the form included in the contract documents in such number of copies as the City, may require.

B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "A" above, furnish a surety bond in a penal sum of $20,000, as security for the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all persons, firms, or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by it in performing the work. Such bond shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety company shall be attached to such bond.

C. The successful bidder shall, within the period specified in paragraph "A" above, furnish a certificate of insurance for approval in amounts of not less than the amounts specified in the General 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.

D. The failure of the successful bidder to execute such agreement and to supply the required bond or bonds and certificate(s) of insurance 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 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 Planning and Zoning Department for a refund.

# CITY OF WATERLOO, IOWA
# Planning and Zoning 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 Planning and Zoning Department of the City of Waterloo.

**Project Manager** – Aric Schroeder, City Planner for the City of Waterloo, or designee. Phone: (319) 291-4366.

**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), Request 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 Planning and Zoning Department, who shall generally be 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 Planning and Zoning Department. 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 under this contract and shall be reasonable for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the Planning and Zoning 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, fences, landscaping features, 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.

Contractor shall not disturb (damage) existing walks, drives, parking areas, trees, shrubs, or turf within or 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 contract 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 |

# CITY OF WATERLOO, IOWA
# Planning and Zoning Department

## Bid Specifications for 2026 and 2027 Residential Lots Mowing/Miscellaneous Areas Mowing and Lot Maintenance Services Contract (May 1, 2026-October 31, 2027)

### SCOPE OF WORK

The Contractor shall provide all labor and equipment necessary for mowing, trimming and removal and disposal of various debris. Assigned areas shall be mowed on an as needed basis when the average height of grass on a site exceeds (6"), while maintaining a mowing height not to exceed four (4") in height. 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 City. Additionally, the Contractor shall be responsible for cleaning up and repairing all damage created by mowing operations which may include adding soil and seeding damaged areas as needed.

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 project manager will you be required to edge vegetation growing over curb and sidewalk. A good-faith attempt will need to be made to keep all voluntary vegetation to a minimum in and around the any buildings, fences, along alleyways, sidewalks and other rights-of-way and particularly in areas where there are blind spots being created.

Mowing under this contract is on an as needed basis, and the residential lots/miscellaneous areas need only be maintained (mowed) at a height of (4") or less and shall not be mowed unless the average grass on a site exceeds 6". Lots shall not be mowed more than once per week regardless of height, and shall not be mowed more than four times per calendar month, except that the months of July and August shall not be mowed more than twice each calendar month, unless otherwise directed by the City's Project Manager.

Occasionally, illegal dumping occurs on city owned lots in which case the City will be in charge of removing larger items such as stoves, mattresses, tires, furniture etc. The contractor will submit either by letter, fax or email to the project manager the location and a detailed list of the items needing to be picked up.

### DAMAGE PROTECTION

The Contractor shall avoid damage to existing sidewalks, streets, curbs, pavements, structures, signs, mailboxes, fences, benches, utilities, landscaping features and other fixtures. Any damage caused by the Contractor shall be completely repaired at no additional cost to the City. At no time shall any mowing equipment come in contact with any privately owned tree or shrub during mowing. Any tree or shrub damaged by the Contractor shall be replaced at the direction of the Planning and Zoning Department with no additional cost to the City. The Contractor shall avoid damage to turf grass 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 Planning and Zoning Department with no additional cost to the City.

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.

### SCHEDULING OF WORK

The Planning and Zoning Department may add or delete mowing of areas based on growing conditions, budget constraints or some lots may be sold or acquired throughout the year. The Planning Department will provide the Contractor with notification of any changes to the list of lots covered under the Contract.

### REQUIRED EQUIPMENT

The Contractor shall provide a complete inventory of sufficient and proper equipment to perform all work in a safe and timely manner. Equipment listed on the Bid Form will be verified by the Planning and Zoning Department to determine whether it is adequate for this mowing contract. A portfolio of existing or past contracts with letters of recommendations would be helpful in verifying the bidder's qualifications.

Types of mowing equipment required for this contract:

Line trimmers
Walk-behind mowers
Utility tractors with heavy-duty mowers

Types of other 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
Hedge trimmers

**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 or blown onto the sidewalk or into the street right-of-way.

**CONTRACTOR OR THEIR DESIGNEE MUST BE REACHABLE BY PHONE MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M.**

# CITY OF WATERLOO, IOWA
## Community Planning and Development Department
### 2026 and 2027 Residential Lots Mowing/Miscellaneous Areas Mowing and Lot Maintenance Services Contract
### BID FORM

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 Planning and Zoning Department, 715 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 MOWINGS, in accordance with the contract documents and for the unit price in place for the following amount:

**Bid Price: Price per Lot/Area per occurrence for mowing and lot maintenance services <u>for city owned lots under 1 acre</u> for approximately <u>230 Properties</u>.**

**_____dollars ($_____)**
**Written Price Per Lot/Occurrence:**

**Bid Price: Price per Acre per occurrence for mowing and lot maintenance services <u>for city owned lots 1 acre or more</u> for approximately <u>11 Properties at approximately 48.36 acres</u>.**

**_____dollars ($_____)**
**Written Price Per Acre/Occurrence:**

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 sixty (60) days after Bid Opening, 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 (form cannot be a personal check).

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 Contractor shall provide a complete inventory of sufficient and proper equipment to perform all work in a safe and timely manner. **Equipment list may be submitted below or as a separate attachment**:

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 (City of Waterloo) 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

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of _____ )
)
County of_____)

_____, being first duly sworn, deposes and says that:

1. He/She is (Owner), (Partner), (Officer), (Representative), or (Agent) of _____, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid pertaining to the **2026 and 2027 Residential/Miscellaneous Areas Mowing and Lot Maintenance Services** in Waterloo, Black Hawk County, Iowa;

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 _____, 2026.*

_____ _____
*Signature* *Title*

*My commission expires _____.*

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

State of _____)
)
County of_____)

_____, being first duly sworn, deposes and says that:

1. He/She is (Owner), (Partner), (Officer), (Representative), or (Agent) of _____, hereinafter referred to
as the "Subcontractor";

2. He/She is fully informed respecting the preparation and contents of the subcontractor's proposal submitted by the subcontractor to _____, contract pertaining to the **2026 and 2027 Residential/Miscellaneous Areas Mowing and Lot Maintenance Services** 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 _____, 2026.*

_____ _____
*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, IOWA**
**Planning and Zoning Department**

**2026 and 2027 Residential Lots /Miscellaneous Areas Mowing and Lot Maintenance Services Contract**

# REQUEST FOR BIDS

The City of Waterloo Planning and Zoning Department is soliciting bids to provide equipment and labor for mowing and lot maintenance of City of Waterloo properties (the "Services") on an as-needed basis. All bids shall include a completed price quote.

Conditions governing the Services are contained in the proposed form of Contract, attached to this RFB 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, April 9, 2026 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 RFB FOR 2026 AND 2027 RESIDENTIAL LOTS/MISCELLANEOUS AREAS MOWING AND LOT MAINTENANCE SERVICES CONTRACT**," 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 Bidder. Similarly, the City is not responsible for, and will not open, any bid responses that are received later than the date and time stated above. Late proposals will be retained in the RFB file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

All proposals received by the bid deadline will be opened in the Harold E. Getty Council Chambers in City Hall, at 1:00 p.m., and the proposals will be acted upon at such later time and place by the City Council. The bid opening will be livestreamed on YouTube and made available on the city website. 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 award of bids.

The City of Waterloo will conduct a public hearing on the proposed specifications and form of contract for the **2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract** at the City Council Meeting, **Monday April 20, 2026 at 5:30 p.m.**

The contract documents are on file on the first floor in the City Clerk's office, City Hall, 715 Mulberry Street, and in the Planning and Zoning Department, second floor in Waterloo City Hall, 715 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. After an award is made, a bid summary will be sent to all companies who submitted a bid. Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

## 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 and these Specifications, which generally include but are not limited to mowing properties on an as-needed basis.

## C. REQUIRED INFORMATION:

1. All bids must be submitted on the included bid form, and include the noted required information.

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 RFB. Such exceptions or deviations will be considered in evaluating the proposals. Companies are cautioned that exceptions taken to this RFB may cause their proposal to be rejected.
3. Incomplete Information – Failure to complete or provide any of the information requested in this RFB 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 RFB.
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.
7. In the event a contract is terminated between both parties for any 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 Harold E. Getty Council Chambers on the second floor of City Hall, 715 Mulberry Street, Waterloo, Iowa on Thursday, April 4, 2024.

E. MISCELLANEOUS

1. Questions regarding miscellaneous items will be directed to Aric Schroeder in the Planning and Zoning Department, 319.291.4366, Monday through Friday from 8:00 a.m. to 5:00 p.m.
2. This Request for Bid does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

**CONTRACTOR OR THEIR DESIGNEE MUST BE REACHABLE BY PHONE MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M.**

## 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 60 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.

**DRAFT CONTRACT**

CITY OF WATERLOO, IOWA
2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract

# CONTRACT PROVISIONS

This Contract for mowing (the "Contract") is made and entered into effective May 1, 2026 and ending October 31, 2027, 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 Bids
   c. Notice of Public Hearing
   d. Instruction to Bidders
   e. Signed copy of Bid Form
   f. Non-Collusion Affidavit of Prime Bidder
   g. Non-Collusion Affidavit of Sub-Contractor
   h. Equal Opportunity
   i. General Conditions
   j. Bid Specifications
   k. Response (Bid) from Contractor

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

3. The Contractor agrees to be ready 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 time frame. Time is of the essence in the performance of duties under this Contract. The Contractor also agrees to the following:

   a. Contractors will abide by ordinance sections 7-1-2B(1). Contractor will not be permitted to transfer grass onto or across any city street or alley. In the event grass is transferred into any street or alley it shall be removed by the Contractor.

   b. Contractor will abide by ordinance sections 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.**

   d. Contractors are not to mow or trim any flowers or gardens unless specified by the Planning and Zoning Department.

   e. Contractors will trim around all trees, telephone poles, fences, structures, curbs and on the backside of alleys.

   f. In the event the Planning and Zoning 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.

g. 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 Project Manager.

h. Properties found in compliance upon arrival of the Contractor shall not be mowed and will not result in additional charges to the City of Waterloo from the Contractor. Mowing under this contract is on an as needed basis, and the residential lots/miscellaneous areas need only be maintained (mowed) at a height of (4") or less and shall not be mowed unless the average grass on a site exceeds 6". Lots shall not be mowed more than once per week regardless of height, and shall not be mowed more than four times per calendar month, except that the months of July and August shall not be mowed more than twice each calendar month, unless otherwise directed by the City.

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 execution of work, if 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 satisfactorily 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 mowing 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: | Contractor: |
|---|---|
| City of Waterloo, Iowa<br>715 Mulberry St.<br>Waterloo, Iowa 50703<br>Attn: Planning Department | |

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 $_____ per lot per occurrence for lots under 1 acre, and $_____ per acre per occurrence for lots 1 acre and more.

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

| CITY OF WATERLOO, IOWA | CONTRACTOR |
|---|---|
| _____ | _____ |
| David Boesen - Mayor | Name of Company |
| _____ | By: _____ |
| Kelly Felchle -City Clerk | |
| | Title: _____ |

| 2026-2027 Mowing List as of 2/17/26 | | | | As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre |
|---|---|---|---|---|
| **Property** | **Lot Sq ft** | **Sidewalk** | **PIN** | **Note** |
| Between 1305 & 1311 W 2nd St | 2,115 | y | 891326307003 | formerly 1309 W 2nd St |
| NW of 434 Bayard St | 3,585 | y | 891326357005 | formerly 430 Bayard St |
| NW of 714 La Porte Rd | 59,959 | n | 891336253035 | Former voleball courts of bowling alley. Site over 1 acre, but mow area less than an acre. **Removed from 1 acre list** |
| ~~West of 133 University Av~~ | ~~3,276~~ | ~~y~~ | ~~891326129029~~ | Formerly 135 University Av. Sold, removed from list 2/17/26 |
| ~~West of 133 University Av~~ | ~~3,276~~ | ~~y~~ | ~~891326129028~~ | Formerly 137 University Av. Sold, removed from list 2/17/26 |
| ~~East of 157 University Av~~ | ~~4,651~~ | ~~y~~ | ~~891326129034~~ | Sold, removed from list 2/17/26 |
| ~~East of 157 University Av~~ | ~~6,552~~ | ~~y~~ | ~~891326129026~~ | Sold, removed from list 2/17/26 |
| ~~West of 226 Leland Av~~ | ~~6,505~~ | ~~y~~ | ~~891326128015~~ | Adjoining owner is using it…they should mow, or stop parking on it. Formerly 232 Leland Av. Removed from list 2/17/26 |
| ~~Between 704 & 710 W 1st St~~ | ~~4,231~~ | ~~y~~ | ~~891326177011~~ | formerly 706 W 1st St. Sold, removed from list 2/17/26 |
| East of 139 Dawson St | 3,899 | y | 891314486006 | formerly 121 Cutler St, south of corner lot |
| South side of Dawson St at Lincoln St | 1,134 | y | 891314485010 | |
| East of 516 Upton Av | 4,862 | n | 891322155008 | |
| East of 516 Upton Av | 2,616 | n | 891322155018 | Consider combining both parcels. |
| North of 1003 Logan Av | 6,450 | y | 891314483009 | formerly 1007 Logan Av |
| North of 130 St Albans St | 6,017 | y | 891323284001 | formerly 201 Lincoln St |
| West of 318 Center St | 6,850 | y | 891323229014 | formerly 326 Center St |
| SE Cor. of Conger St & Broadway St | 6,370 | y | 891323204001 | Note there is a traffic box on part of this lot, so we could not sell the entire lot |
| East of 122 W Parker St | 5,000 | y | 891314433013 | formerly 116 W Parker St |
| East of 424 Dawson St | 4,166 | y | 891314458011 | formerly 420 Dawson St |
| East of 851 Dawson St | 6,552 | y | 891314358004 | formerly 847 Dawson St |
| South of 1015 Lincoln St | 6,450 | y | 891314476008 | formerly 1013 Lincoln St |
| South of 725 Fairview Av | 7,646 | y | 891323127013 | formerly 717 Fairview Av |
| East of 514 Bratnober St | 2,080 | y | 891323207007 | Formerly 508 Bratnober St. Demoed summer 2021. |
| NE of 627 W 2nd St | 4,995 | y | 891326253011 | formerly 623 W 2nd St |
| West of 651 Kern St | 9,780 | y | 891314381031 | Formerly 663 Kern St. Demoed fall 2021. |
| North of 3127 Logan Av | 26,227 | n | 891302476048 | |
| East of 3318 W Airline Hwy | 1.12 | n | 891305476015 | Lot 2 of Wesport Addition. Over 1 acre. |
| NE Cor. of Ansborough Av & Upton Av | 21,780 | n | 891322153037 | Parcel formerly 891322153032, east part of parcel split and sold, currently under construction |
| ~~West of 917 Hartman Av~~ | ~~5,616~~ | ~~n~~ | ~~891328229001~~ | Sold, removed from list 2/17/26 |
| ~~North of 1021 Chalmers Av~~ | ~~6,777~~ | ~~n~~ | ~~891328229021~~ | Sold, removed from list 2/17/26 |
| 700 Blk of University Av West of US Hwy 63 | 8.13 | n | 891327226002 | Former Weissman Iron & Metals. Over 1 acre. |
| Lafayette St between Colorado St and Indiana St | 2.08 | y | 891230328011 | Formerly 2265 Lafayette St, Lafayette School. Over 1 acre. City does not own vacant parcel to northeast. |
| West of 1330 Dearborn Av & 1127 Calhoun St | 14,001 | n | 891229306012 | |
| SW Cor. of Courtland St & Elm St | 3,910 | y | 891325207006 | formerly 326 Courtland St |
| Between 806 Gilbert St & 1310 Cottage Grove Av | 7,616 | n | 891229303009 | |
| West of 1919 Lafayette St | 3,672 | y | 891230157007 | formerly 1915-1917 Lafayette St. |
| East of 1903 Lafayette ST | 4,466 | y | 891230157008 | |
| SE of 1202 Sycamore St | 5,734 | y | 891325181003 | formerly 1218 Sycamore St. 1202 Sycamore now demolished as well, SW of Lafayette between 10th St. and 11th St. |
| SW of 1202 Sycamore St | 5,475 | y | 891325181007 | formerly 118 E 10th St. |
| SE of 1202 Sycamore St | 4,778 | y | 891325181002 | |
| SE of 1202 Sycamore St | 12,184 | y | 891325181004 | was previously temporarily removed from list, now readded. |
| 1202 Sycamore St | 7,700 | y | 891325181001 | House demolished. |
| 114 E 10th St | 27,007 | n | 891325181006 | Parcel added 4/24/25. Building demolished. |
| Between 319 & 327 Glenwood St | 3,992 | y | 891324454007 | |

| 2026-2027 Mowing List as of 2/17/26 | | | | As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre |
|---|---|---|---|---|
| **Property** | **Lot Sq ft** | **Sidewalk** | **PIN** | **Note** |
| 230 Gable | 6,998 | y | 891313379004 | previously vacant lot, but home built. House is for sale, but currently still owned by the City. |
| Between 314 & 328 E 1st St | 8,968 | y | 891323478017 | formerly 320 E 1st St |
| NE of 117 E 9th St | 2,520 | y | 891325176017 | formerly 121 E 9th St |
| NE of 117 E 9th St | 4,682 | y | 891325176016 | corner of E 9th St and Sycamore St, includes small garage. |
| NE of 117 E 9th St | 7,202 | y | 891325176005 | |
| NE of 117 E 9th St | 6,246 | y | 891325176004 | |
| Behind 117 E 9th St | 7,454 | y | 891325176012 | formerly 116-118 E 8th St |
| East of 1317 Mulberry St (formerly W of 1335 Mulberry St) | 6,292 | y | 891325251007 | formerly 1331 Mulberry St. 1335 Mulberry now demoed as well. |
| SW Cor. of Franklin St & Linden Av | 6,826 | y | 891325278006 | formerly 1828 Franklin St |
| North of 506 Elm St | 5,428 | y | 891325212016 | formerly 510 Elm St. May be getting sold soon. |
| South of 326 Fowler St | 3,758 | y | 891325211007 | formerly 515 Elm St. NOTE: working with Code Enforcement for large amount of debris on lot. |
| Between 868 & 876 Fowler St | 3,136 | y | 891230106013 | |
| SE Cor. of Fowler St & Lane St | 2,106 | y | 891325211001 | formerly 302 Fowler St |
| East of SE Cor. of Fowler St & Lane St | 2,106 | y | 891325211002 | formerly 304 Fowler St. Consider combining these two parcels |
| East of 402 Fowler St | 2,613 | y | 891325212002 | Formerly 404 Fowler St. |
| South of 608 Vinton St | 3,501 | y | 891325227017 | formerly 602 Vinton St |
| West of 606 Independence Av | 7,006 | y | 891325227001 | This parcel acquired in 1988 by CLD 597197, presumably for intersection imp. Should Planning mow? |
| SW Cor. of N Barclay St & Salisbury St | 3,626 | y | 891324184009 | This parcel acquired in 1972 by DEED 501897, presumably for road. Should Planning mow? |
| North of 724 Vinton St | 6,601 | y | 891324480002 | formerly 728 Vinton St |
| South of 733 Vinton St | 4,389 | y | 891324479008 | formerly 731 Vinton St |
| North of 724 Vinton St | 7,679 | y | 891324480001 | formerly 734 Vinton St |
| South of 749 Vinton St | 6,583 | y | 891324479005 | formerly 745 Vinton St |
| North of 439 Cherry St | 3,920 | y | 891324458009 | formerly 449-447 Cherry St |
| West of 718 Glenwood St | 860 | y | 891324482001 | small triangular lot west of parcel 891324482002 |
| North of 508 Mobile St | 8,200 | y | 891324477001 | formerly 520 Mobile St, at dead end of Mobile |
| Across from 81 Lafayette St | 2,825 | y | 891323434003 | |
| Across from 81 Lafayette St | 2,825 | y | 891323434002 | Consider combining these 2 parcels. |
| North of 221 Ash St | 8,456 | y | 891324429005 | |
| South of 239 Ash St | 8,458 | y | 891324429004 | formerly 233 Ash St |
| NE Cor. of Mulberry St & Oak Av | 3,916 | y | 891323428020 | Portion needed for right-of-way |
| North of 1015 Mobile St | 4,773 | n | 891324260010 | formerly 1017 Mobile St |
| North of 235 Jackson St | 5,463 | y | 891324257010 | formerly 239 Jackson St |
| Between 155 & 167 Harrison St | 7,044 | y | 891323288003 | |
| East of 155 Harrison St | 7,044 | y | 891323288005 | |
| East of 155 Harrison St | 9,391 | y | 891323288006 | |
| West of 137 Harrison St | 4,696 | y | 891323288007 | Consider combining these three parcels |
| South of the SW Cor. Of N Barclay St & Oneida St | 4,669 | y | 891324183008 | formerly 213 N Barclay St |
| 400 Blk Logan Av South of 105 Lincoln St | 4,020 | y | 891323285009 | |
| 400 Blk Logan Av South of 105 Lincoln St | 7,059 | y | 891323285010 | Consider combining both parcels. Formerly 421 Logan Av |
| South of 2306 City View St | 7,357 | n | 891219205007 | |
| East of 122 Sumner St | 4,717 | y | 891324179005 | Used as parking lot, look at selling. Formerly 132 Sumner St |
| West of 410 Adams St | 8,794 | y | 891324134009 | formerly 402 Adams St. Past issues with neighbor encroachments. |
| East of 418 Adams St | 8,819 | y | 891324134013 | formerly 426 Adams St |
| West of 519 Adams St | 3,519 | y | 891324207008 | formerly 509 Adams St |

| 2026-2027 Mowing List as of 2/17/26 | | | | As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre |
|---|---|---|---|---|
| **Property** | **Lot Sq ft** | **Sidewalk** | **PIN** | **Note** |
| NW Cor. of Adams St & E 4th St | 17,049 | y | 891324107006 | |
| South of 120 Peek St | 5,630 | y | 891324208016 | formerly 116 Peek St |
| North of 806 Logan Av | 7,480 | y | 891324101009 | formerly 812 Logan Av |
| South of 328 Ricker St | 5,219 | y | 891313383009 | formerly 821 Manson St |
| West of 437 Ricker St | 7,115 | y | 891313381010 | |
| East of 119 Ricker St | 5,343 | y | 891313356010 | formerly 129 Ricker St |
| NE Cor. of Ricker St & Hwy 63 | 4,888 | y | 891313354020 | |
| North of 1809 E 4th St | 7,755 | y | 891313356007 | |
| East of 307 Gable St | 7,347 | y | 891313377012 | formerly 315 Gable St |
| East of 307 Gable St | 7,344 | y | 891313377011 | Parcel added 2/17/26 |
| 300 Blk Gable St West of 1009 Manson St | 7,344 | y | 891313377010 | |
| East of 306 Charles St | 7,340 | y | 891313331003 | formerly 312 Charles St |
| West of 220 Independence Av | 8,339 | y | 891325202003 | |
| West of 824 Fowler St | 8,424 | y | 891230106005 | formerly 820 Fowler St |
| East of 307 Adams St | 3,410 | y | 891324132026 | |
| 300 Blk Adams St East of 307 Adams St | 8,579 | y | 891324132025 | |
| West of 327 Adams St | 8,581 | y | 891324132024 | consider combining these three parcels |
| West of 117 Smith St | 2,522 | y | 891324458021 | formerly 115 Smith St |
| East of 518 Cottage St | 6,709 | y | 891324251005 | formerly 520 Cottage St |
| East of 620 Fowler St | 7,006 | y | 891325234005 | formerly 622 Fowler St |
| North of 902 Logan Av | 9,167 | y | 891313357007 | |
| 902 Logan Av | 14,208 | y | 891313357008 | Dunsmore house. Consider combining these two parcels |
| East of 126 Dearborn Av | 8,541 | y | 891230305006 | formerly 134 Dearborn Av |
| 700 Blk Willow St East of 522 Beech St | 13,858 | y | 891324427002 | formerly 710 Willow St |
| East of 217 Independence Av | 3,252 | y | 891324457014 | formerly 223 Independence Av, south of City owned home at 411 Lane |
| South of 415 State St | 8,380 | y | 891230151008 | formerly 409 State St |
| 200 Blk Courtland St South of 206 Irving St | 2,261 | y | 891325202010 | formerly 211 Courtland St |
| NE Cor. of Courtland St & Irving St | 3,944 | y | 891325202011 | Consider combining these two parcels |
| North of 1804 E 4th St | 4,211 | y | 891313379013 | Formerly 1808 E 4th St |
| 1804 E 4th St NE corner of E 4th St and Ricker St | 5,760 | y | 891313379012 | Consider combining these two parcels.  Home demolished in 2023. |
| 700 Blk Vinton St North of 711 Vinton St | 6,583 | y | 891324479011 | formerly 717 Vinton St |
| 700 Blk Vinton St North of 711 Vinton St | 6,583 | y | 891324479010 | Consider combining these two parcels |
| 200 Blk of Hopkins Ct SE of 208 Salisbury St | 4,495 | n | 891324184016 | Formerly 220 Hopkins Ct. Demoed fall 2021. |
| East of 3116 Franklin St | 9,015 | n | 891229276008 | formerly 3126 Franklin St |
| West of 918 Newell St | 1.20 | n | 891324203003 | Formerly 820 Newell St. Over 1 acre. Mow area adjusted 2/17/26 |
| 1027 Sycamore St | 2,389 | y | 891325137011 | Building demolished in 2021 |
| NW of 1027 Sycamore St | 2,090 | y | 891325137012 | formerly 1025 Sycamore St |
| NE of 1027 Sycamore St | 4,479 | y | 891325137010 | |
| 1000 Blk of Sycamore SE of 204 E 8th St | 8,958 | y | 891325137013 | consider combining these 4 parcels |
| East of 215 Sumner St | 5,658 | y | 891324177016 | formerly 219 Sumner St |
| West of 225 Sumner St | 5,656 | y | 891324177015 | Formerly 223 Sumner St.  Consider combining these two parcels. |
| North of 415 Lane St | 7,149 | y | 891324457010 | formerly 419 Lane St |
| 00 Blk of Lane St, across street from 82 Lane St | 4,120 | y | 891325251003 | |
| NE of 410 Thompson Av | 4,225 | y | 891323431012 | formerly 414 Thompson Av |

| 2026-2027 Mowing List as of 2/17/26 | | | | As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre |
|---|---|---|---|---|
| **Property** | **Lot Sq ft** | **Sidewalk** | **PIN** | **Note** |
| South of 326 Oak Av | 1,754 | y | 891323430018 | formerly 310 Oak Av |
| SW of 406 E 10th St | 2,626 | y | 891325209011 | formerly 1201 Mulberry St |
| South of 41 John St | 6,233 | n | 891313351036 | formerly 27 John St |
| South of 414 Logan Av | 7,971 | y | 891324156007 | formerly 408-410 Logan Av |
| ~~South of 114 Warneka St~~ | ~~11,096~~ | ~~y~~ | ~~891313459019~~ | formerly 915 Newell St. Parcel site and sold. Removed from list 2/17/26 |
| NE of 409 E 8th St | 9,519 | y | 891325127007 | formerly 411 E 8th St |
| SE of 906 Franklin St | 2,785 | y | 891325127002 | |
| East of 124 Center St | 31,007 | y | 891323231002 | Formerly 120 Center St. Demoed fall of 2021. |
| 100 Blk of Sumner St West of 211 Linn St | 8,400 | y | 891324176011 | Formerly 115 Sumner St. Demoed summer 2021. |
| 100 Blk Sumner St West of 211 Linn St | 8,472 | y | 891324176010 | formerly 121 Sumner St |
| 1000 Blk of Fulton St across from 1013 Fulton St | 10,400 | n | 891229358002 | Formerly 1004 Fulton Av. Demoed fall 2021. |
| 1000 Blk of Fulton St across from 1013 Fulton St | 5,200 | n | 891229358003 | |
| 1000 Blk of Fulton St across from 1013 Fulton St | 3,180 | n | 891229358021 | |
| 1000 Blk of Fulton St across from 1013 Fulton St | 5,070 | n | 891229358001 | consider combining these four parcels |
| ~~South of 171 Rebecca Ln~~ | ~~11,548~~ | ~~n~~ | ~~891229226026~~ | Formerly 179 Rebecca Ln. Demoed fall 2021. Leased, removed from list 10/2/25 |
| ~~South of 171 Rebecca Ln~~ | ~~12,067~~ | ~~n~~ | ~~891229226025~~ | Leased, removed from list 10/2/25 |
| ~~East of 171 Rebecca Ln~~ | | ~~n~~ | ~~891229226024~~ | ~~Consider combining these three parcels. Over 1 acre.~~ Leased, removed from list 10/2/25 |
| 123 E Parker St | 1.42 | y | 891313307009 | Former St. Mary's nunnery (Villia). Recently demolished. Do not mow if grass not established |
| 2127 E 4th St | 2.64 | y | 891313307026 | Former St. Mary's church and school. Recently demolished. Do not mow if grass not established |
| North of 1500 E 4th St | 7,263 | y | 891324129013 | Formerly 1526 E 4th. Demoed 2022. |
| North of 1525 E 4th St | 4,271 | y | 891324105007 | Formerly 1527 E 4th. Demoed 2022. |
| 100 Blk of Shilliam Av across from 209 Jackson St | 5,164 | y | 891324405003 | Formerly 118 Shilliam Av. Demoed fall 2021. |
| West of 218 Cottage St | 8,441 | y | 891324176002 | Formerly 214 Cottage St. Demoed fall 2021. |
| 900 Blk of Linden Av North of 751 Glenwood St | 6,046 | y | 891324476004 | Formerly 915 Linden St. Demoed fall 2021. |
| 900 Blk of Linden Av North of 751 Glenwood St | 6,047 | y | 891324476003 | Consider combining these two parcels |
| West of 729 Glenwood St | 14,636 | y | 891324476018 | Formerly 725 Glenwood St. Demoed fall 2021. Parcel changed from 891324476009 |
| West of 150 Harrison St | 4,346 | y | 891323285027 | Formerly 154 Harrison St. Demoed fall 2021. |
| West of 246 Hogle St | 5,473 | y | 891230308009 | Formerly 242 Hogle St. Demoed fall 2021. |
| West of 246 Hogle St | 5,501 | y | 891230308008 | Consider combining these two parcels |
| SE Cor. of Merriman St & Halstead St | 3,564 | y | 891324410001 | Formerly 200 Merriman St. Demoed fall 2021 |
| 105 E 11th St | 26,880 | y | 891325181005 | Former lumber yard demoed. Parcel previously temporarily removed from list, now readded. |
| East of 305 Sumner St | 4,722 | y | 891324178017 | Formerly 307 Sumner St. Demoed 2022 |
| East of 331 Sumner St | 5,072 | y | 891324178010 | Formerly 335 Sumner St. Demoed 2022 |
| East of 402 Courtland St | 10,200 | y | 891325208002 | Formerly 408 Courtland St. Demoed 2022. House to east at 418 Courtland under demo contract, could disturb this one. |
| 70 Sycamore St | 39,636 | y | 891323476001 | Former Crystal Ice building. |
| 90 Sycamore St | 15,228 | y | 891323476002 | Former Crystal Ice building. |
| 521 Pine St | 4,601 | y | 891324307010 | Has a house on it |
| West of 508 Adams St | 8,743 | y | 891324210001 | |
| East of 2012 Lafayette St | 7,554 | y | 891230304006 | |
| ~~1515 Sycamore St~~ | ~~94,395~~ | y | ~~891325259002~~ | Former Rath Administration building. Removed from list 10/10/25 |
| East Cor. of Sycamore St & E 10th St | 10,272 | y | 891325180014 | |
| NW of 1217 Sycamore St | 6,688 | y | 891325180013 | formerly 1211 Sycamore St |
| NW of 1217 Sycamore St | 4,080 | y | 891325180018 | Parcel added 2/8/24 |
| Between 508 & 526 Locust | 1,927 | y | 891326331006 | formerly 520 Locust St |

| 2026-2027 Mowing List as of 2/17/26 | | | | As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre |
|---|---|---|---|---|
| **Property** | **Lot Sq ft** | **Sidewalk** | **PIN** | **Note** |
| Between 1128 & 1206 Washington St. | 9,380 | y | 891325307007 | |
| SW of 622 W 9th St | 2,774 | y | 891326432012 | formerly 626-628 W 9th St |
| West of 1129 South St | 7,323 | y | 891325307024 | |
| East of 1023 South St | 3,566 | y | 891326433006 | formerly 1029 South St |
| NW of 1316 Washington St | 3,167 | y | 891325354049 | City acquired from State CLD 623 Pg 63. Is planning responsible to mow? |
| NE of 622 W 9th St | 2,854 | y | 891326432010 | |
| East of 1421 Hawthorne Av | 5,415 | y | 891336105018 | formerly 1423 Hawthorne Av |
| ~~West of 1133 Bertch Av~~ | ~~6,362~~ | ~~y~~ | ~~891335226017~~ | Formerly 1131 Bertch Av. Property sold, removed from list 2/10/26 |
| ~~SE of 1018 Wellington St~~ | ~~8,423~~ | ~~y~~ | ~~891326476006~~ | formerly 1020 Wellington St. Property sold, removed from list 2/17/26 |
| SE of 915 Commercial St | 6,784 | y | 891325153003 | formerly 919-925 Commercial St (Castle Apartments) |
| 100 Blk W 8th St SE of 915 Commercial St | 3,618 | n | 891325153002 | Consider combining these two parcels |
| SE of 1218 Washington St | 6,853 | y | 891325307032 | |
| NW Cor. of W 11th St & South St | 10,832 | y | 891325307033 | Consider combining these two parcels |
| NW of 1124 Washington St | 8,447 | y | 891325307003 | formerly 1120 Washington St |
| NE of 620 W 7th St | 2,421 | y | 891326426007 | formerly 614 W 7th St |
| NE of 619 W 7th St, behind 908-910 South St | 3,000 | n | 891326431002 | Formerly 613 W 7th St. Alley access only. |
| ~~NW of 1108 Grant Av~~ | ~~6,981~~ | ~~y~~ | ~~891326481001~~ | formerly 1100 Grant Av. Property sold, removed from list 2/17/26 |
| SW of 326 W 14th St | 4,210 | y | 891325377008 | formerly 328 W 14th St |
| 742 Grant Av SE of 740 Grant Av | 3,936 | y | 891326411007 | Building demolished in 2021 |
| ~~NE of 326 W 14th St~~ | ~~8,540~~ | ~~y~~ | ~~891325377006~~ | Property sold, removed from list 2/17/26 |
| 817 Bluff St | 20,517 | y | 891326283016 | Quonset Hut part of former Johnstone Supply. Includes sidewalk along W 7th St |
| SE of 1103 Commercial St | 8,395 | y | 891325155013 | |
| NW Cor. of Williston Av & US Hwy 218 | 8,239 | y | 891325382012 | |
| SE of 1426 Washington St | 7,233 | y | 891325354011 | |
| SE of 1426 Washington St | 7,030 | y | 891325354012 | |
| SE of 1426 Washington St | 6,995 | y | 891325354013 | Consider combining these three parcels. |
| North of 208 Denver St | 5,040 | y | 891326305017 | |
| ~~207 Lafayette St~~ | ~~4,050~~ | ~~y~~ | ~~891323478013~~ | Home demolished in 2023. Sold, removed from list 2/10/26 |
| 637 Ankeny St | 6,432 | n | 891313352021 | Home demolished in 2023. |
| ~~N of 250 Westfield Ave, part of Lot 1 of Techworks Add~~ | ~~228,559~~ | ~~y~~ | ~~891323378017~~ | Over 1 acre. Approximatly half of the site is parking lot. Site under construction, removed from list for now. |
| SE of 250 Westfield Ave, part of Lot 1 of Techworks Add | 31,102 | n | 891323378018 | Entire parcel is parking lot. Mow areas of right-of-way of Westfiled Av and W Jefferson St. |
| E Cor. of W Commercial St & River Rd, Lot 3 Techworks Add | 1.30 | n | 891323455001 | Over 1 acre. Additional pavement areas added, mow area reducted 2/17/26 |
| West of 215 Oneida St | 6,300 | y | 891324181014 | Parcel added 2/17/23, previously was missed |
| 1318 Martin Rd, S of 1246 Martin Rd | 32,000 | n | 891332476007 | Parcel added 4/24/23, home demolished in 2023. |
| N of 3620 Wagner Rd | 1.03 | n | 891303151009 | Parcel added 4/24/23. Mow front 300 feet only. Over 1 acre. |
| W of 306 Madison St | 6,400 | y | 891230129024 | Parcel added 4/27/23. |
| SW of 321 E 1st St | 9,000 | y | 891323436006 | Parcel added 4/27/23. |
| E of 912 Newton St | 6,050 | y | 891314351008 | Parcel added 4/27/23. |
| N of 914 Linden Av | 14,644 | n | 891219351018 | Parcel added 6/13/23 |
| 54 Lane St, former Altstadt Langlas Backery | 56,933 | y | 891325254013 | Parcel # changed, was 891325254010 Parcel added 8/1/23. Mow area under 1 acre. |
| 1335 Mulberry Street, W of 73 Lane St | 2,475 | y | 891325251006 | Parcel added 9/11/23. House demolished. |
| N of 73 Lane St | 4,635 | y | 891325251004 | Parcel added 9/11/23 |
| 200 E Mullan Av, SW of 210 E Mullan Av | 8,025 | y | 891323477012 | Parcel added 1/4/24. Garage demolished. |
| 617 W 1st St, NE of 619 W 1st St | 2,100 | y | 891326178016 | Parcel added 2/8/24. House demolished. |

| 2026-2027 Mowing List as of 2/17/26 | | | | As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre |
|---|---|---|---|---|
| **Property** | **Lot Sq ft** | **Sidewalk** | **PIN** | **Note** |
| 324-326 W 7th St, SE of 817 Bluff St | 4,875 | y | 891326283003 | Parcel added 2/8/24. Former duplex demolished. |
| NW of 924 Lafayette St, corner of Lafayette & E 7th | 4,730 | y | 891325133001 | Parcel added 2/8/24 |
| NW of 924 Lafayette St, corner of Lafayette & E 7th | 3,870 | y | 891325133003 | Parcel added 2/8/24 |
| NW of 924 Lafayette St, corner of Lafayette & E 7th | 6,000 | y | 891325133004 | Parcel added 2/8/24 |
| NW of 924 Lafayette St, corner of Lafayette & E 7th | 4,500 | y | 891325133005 | Parcel added 2/8/24 |
| NE of 204 E 7th St, corner of Lafayette & E 7th | 3,200 | y | 891325133018 | Parcel added 2/8/24. Consider combining these 5 parcels |
| W of 532 Dawson St | 4,290 | y | 891314457018 | Parcel added 2/8/24 |
| NW of 1112 Sycamore St | 12,600 | y | 891325179008 | formerly 1100 Sycamore St. Parcel added 2/8/24. |
| E of 1320 Mulberry St, SW corner of Mulberry and Lane | 13,724 | y | 891325251008 | Parcel added 2/8/24 |
| S of 542 Indiana St | 1.75 | n | 891230329029 | Parcel added 2/8/24. Over 1 acre. |
| ~~1712 E 4th St~~ | ~~5,600~~ | ~~y~~ | ~~891313382015~~ | Parcel added 3/1/24. Includes a home. Under demo contract, removed from list for now (untill grass estblished). |
| 724 Lincoln St, N of 718 Lincoln St | 6,721 | y | 891323227002 | Parcel added 3/1/24. House demolished. |
| 418 Oak Av, NE of 412 Oak Av | 5,200 | y | 891323428019 | Parcel added 3/1/24. House demolished. |
| 110 Chestnut St, E of 116 Chestnut St | 4,500 | y | 891323237027 | Parcel added 3/1/24. House demolished. |
| 318 Bratnober St, 2 parcels E of 322 Bratnober St | 4,270 | y | 891323235010 | Parcel added 3/1/24. House demolished. City does not own vacant property on either side of this lot. |
| 309 E 2nd St, SW of 315 E 2nd St | 7,350 | y | 891323478009 | Parcel added 3/1/24. House demolished. |
| ~~South of 522 Iowa St~~ | ~~3,100~~ | ~~y~~ | ~~891324159006~~ | Parcel added 4/22/24. Parcel sold, removed from list 2/10/26. |
| ~~South of 327 Iowa St~~ | ~~4,500~~ | ~~y~~ | ~~891324303009~~ | Parcel added 4/22/24. Parcel sold, removed from list 2/10/26. |
| SW corner of W Orange Rd & Kimball Av | 23.88 | n | multiple | Added 4/22/24. Former Orange School site. There are several parcels, totaling 23.88 acres. |
| ~~708 Mobile St~~ | ~~5,600~~ | ~~y~~ | ~~891324429012~~ | Has a house on it. Parcel added 4/22/24. Under demo contract, removed from list for now (until grass established). |
| 1103 Commercial St | 8,400 | y | 891325155014 | Parcel added 5/10/24. House demolished. |
| ~~310 Upland Dr~~ | ~~2.60~~ | ~~n~~ | ~~891333252001~~ | Parcel added 5/10/24. Over 1 acre. Demoed. Site under construction, removed from list for now. |
| 233 Gable St | 7,344 | y | 891313376006 | Has a house on it. Parcel added 5/15/24. |
| 431 Dawson St | 5,440 | y | 891314460007 | Has a house on it. Parcel added 5/30/24. |
| 328 Edwards St | 6,100 | y | 891323232014 | Has a house on it. Parcel added 5/30/24. |
| 129 Harrison St | 9,420 | y | 891323288011 | Has a house on it. Parcel added 5/30/24. |
| 203 Harrison St | 4,560 | y | 891324156008 | Has a house on it. Parcel added 5/30/24. |
| ~~512 Almond St~~ | ~~8,400~~ | ~~y~~ | ~~891324307003~~ | Parcel added 7/25/24. Demoed. Sold, removed from list 2/10/26 |
| ~~411 Logan Av~~ | ~~4,547~~ | ~~y~~ | ~~891323285012~~ | Has a house on it. Parcel added 8/8/24. Under demo contract, removed from list for now (untill grass estblished). |
| ~~718 W 2nd St~~ | ~~4,200~~ | ~~y~~ | ~~891326180012~~ | Has a house on it. Parcel added 4/24/25. Under demo contract and agreement to sell, removed from list for now. |
| 121 Irving St | 4,424 | y | 891325205009 | Has a house on it. Parcel added 4/24/25. |
| 1228 Columbia St | 6,700 | y | 891314426018 | Has a house on it. Parcel added 4/24/25. |
| ~~1117 Lincoln St~~ | ~~6,500~~ | ~~y~~ | ~~891314430009~~ | Parcel added 4/24/25. Demoed. Site under construction, removed from list for not (until grass est.) |
| ~~227 Ricker St~~ | ~~3,500~~ | ~~y~~ | ~~891313379008~~ | Has a house on it. Parcel added 4/24/25. Under demo contract, removed from list for now (untill grass estblished). |
| 1402 Mulberry St, W of 1406 Mulberry St | 4,000 | y | 891325254001 | Parcel added 4/24/25. Demoed. |
| 424 Columbia St | 6,100 | y | 891323235001 | Has a house on it. Parcel added 4/24/25. |
| ~~127 Newell St~~ | ~~7,448~~ | ~~y~~ | ~~891313359016~~ | Has a house on it. Parcel added 4/24/25. Under demo contract, removed from list for now (untill grass estblished). |
| 512 N Barclay St | 2,800 | y | 891324210025 | Has a house on it. Parcel added 4/24/25. Will be selling soon. |
| 506 Elm St | 2,800 | y | 891325212015 | Has a house on it. Parcel added 4/24/25. |
| ~~418 Courtland St~~ | ~~5,600~~ | ~~y~~ | ~~891325208003~~ | Has a house on it. Parcel added 4/24/25. Under demo contract, removed from list for now (untill grass estblished). |
| 203 State St | 8,040 | y | 891230158007 | Has a house on it. Parcel added 4/24/25. |
| 1515 Liberty Av | 8,296 | n | 891336154017 | Has a house on it. Parcel added 5/6/25. |
| ~~406 Randall St~~ | 4,200 | y | 891326107008 | Has a house on it. Parcel added 6/9/25. Under demo contract and agreement to sell, removed from list for now. |
| 3280 Newell St | 2.90 | n | 891221126002 | Has a house and multiple out buildings. Parcel added 6/12/25. Parcel includes farmland, but only 2.9 acres mowed. |

| **2026-2027 Mowing List as of 2/17/26** | | | | **As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre** |
|---|---|---|---|---|
| **Property** | **Lot Sq ft** | **Sidewalk** | **PIN** | **Note** |
| 420 Bayard St | 4,320 | y | 891326357004 | Has a house on it.  Parcel added 8/13/25. |
| 623 N Barclay St | 6,050 | y | 891324132014 | Has a house on it.  Parcel added 2/10/26. |
| 1050 Evergreen Av | 10,000 | y | 891322358035 | Has a house on it.  Parcel added 2/10/26. |
| 314 Reber Av | 3,034 | y | 891327435033 | Has a house on it, corner lot.  Parcel added 2/10/26. |
| 411 Lane St | 2,520 | y | 891324457012 | Has a house on it.  Parcel added 2/10/26. |
| 520-522 Archer Av | 8,520 | y | 891230156004 | Has a house on it.  Parcel added 2/10/26. |
| 1410 Mulberry St | 4,000 | y | 891325254003 | Has a house on it.  Parcel added 2/17/26. Corner lot, sidewalk on both streets. |
| 433 Bratnober St | 6,500 | y | 891323252004 | Has a house on it. Parcel added 2/17/26. |
| 2500 W 4th St | 23,790 | y | 891334251004 | Has a house on it. Parcel added 2/17/26. |
| | | | | |
| | 47.45 | Sum acres for sites over an acre | | |

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Traffic Operations Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving a Traffic Safety Improvement Program with the Iowa Department of Transportation, in the amount of $470,000.00, in conjunction with the construction of a roundabout at Hammond Avenue and Ridgeway Avenue, and authorizing the Mayor and City Clerk to execute said document.

## RECOMMENDED COUNCIL ACTION

Requesting approval of TSIP grant with Iowa DOT.

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

Resolution accepting a Traffic Safety Improvement Program grant, in the amount of $470,000.00, for the construction of Hammond Avenue and Ridgeway Avenue round-about.

## NEIGHBORHOOD IMPACT

Reduce traffic congestion and air pollutants by installing a roundabout at the current all stop intersection.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

Grant Funds

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. 2027-TS-013_Waterloo_Final

**IOWA DEPARTMENT OF TRANSPORTATION**
**AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING**
(Site-Specific Improvement)

| | |
|---|---|
| County | Black Hawk |
| Recipient | City of Waterloo |
| Project No. | CS-TSF-8155(793)--85-07 |
| Iowa DOT Agreement No. | 2027-TS-013 |

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the “DOT”, and the city of Waterloo, Iowa, hereinafter designated the “RECIPIENT”. The RECIPIENT submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. SO-2026-40 on December 9, 2025.

Pursuant to the terms of this Agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the RECIPIENT to aid in the development of a traffic safety improvement project.

In consideration of the foregoing and the mutual promises contained in this Agreement, the parties agree as follows:

**1. Project Information**

a. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this Agreement.

b. All notices required under this Agreement shall be made in writing to the DOT’s and/or the RECIPIENT's contact person. The DOT's contact person shall be the Local Systems Carbon Reduction Program Manager, Jared Smith. The RECIPIENT's contact person shall be Associate Traffic Engineer, Tina Schellhorn.

c. The RECIPIENT shall be responsible for the development and completion of the following described project located in the city of Waterloo:

Construct a roundabout at the intersection of Hammond Avenue and Ridgeway Avenue. This project will be constructed in conjunction with Project No. CRP-8155(791)--8P-07. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

d. Project-specific funding stipulations in order for the project to be considered eligible to receive TSIP funds include:

Roundabout design review by an Iowa DOT on-call consultant.

**2. Project Costs**

a. Eligible project costs for the project described in Section 1 of this Agreement, which are incurred after the effective date of Commission approval, shall be paid from TSIP funds and other funds as listed below, subject to the execution of a signed agreement:

TSIP funds: $470,000

b. The portion of the total project costs paid by TSIP funds shall not exceed the amount stated above, or the actual cost of the TSIP eligible items, whichever is the lesser amount.

c. If a letting is required, the project shall be let to contract before July 1, 2028. The project may be let prior to July 1, 2026, however, no reimbursement from TSIP funds may occur prior to July 1, 2026. If a letting is not required, project activities shall be initiated prior to July 1, 2028. If any of these conditions are not met, the RECIPIENT may be in default, for which the DOT may revoke funding commitments. This Agreement may be extended for a period of 12 months upon receipt of a written request from the RECIPIENT at least 30 days prior to the deadline.

d. Project activities or costs considered eligible for TSIP funds are those required by, or integral to, the safety aspects of the project. Eligible activities include the following: (a) road modernization, upgrading, or reconstruction; (b) intersection improvements; (c) right-of-way purchases; (d) drainage and erosion control measures; (e) traffic control devices; (f) traffic barriers and other roadside safety devices; and (g) removal of trees and other fixed objects.

e. Project activities or costs considered ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to Commission approval of funding; (b) routine maintenance of a road, street, bridge, culvert, or traffic control device; (c) contract administration; (d) design and construction engineering and inspection, including construction survey; (e) utility construction, reconstruction, or adjustment, except as an integral part of a project; (f) sidewalks, shared-use paths, or railroad-highway crossings, except as an integral part of a project; (g) maintenance or energy costs for traffic control devices or lighting; (h) aesthetic items such as brick pavers or decorative lighting/signal poles; and (i) expenditures for items not related to the roadway. For the purposes of this Agreement, pavement patching is considered maintenance.

f. If Federal highway funds, Federal Swap funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP funds, the RECIPIENT shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP funded project. The RECIPIENT shall comply with all requirements for the use of said funds.

**3. Right-of-Way and Permits**

a. In the event right-of-way is required for the project, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. If the project impacts the Primary Road System, the RECIPIENT shall submit preliminary right-of-way plans to the DOT's Right of Way Bureau (Property Management Local Public Agency Coordinator) for review and approval prior to the commencement of any acquisition negotiations.

Additionally, the portions of right-of-way acquired for improvements located in the Primary Road System right-of-way shall be acquired in the name of the State of Iowa, for the use and benefit of the DOT. The RECIPIENT shall be responsible for closing the real estate transaction for each parcel, disbursing funds to sellers, and obtaining all necessary documents required to clear title to the land acquired per Iowa Land Title Standards and the current DOT Right of Way Manual. The RECIPIENT shall also be responsible for filing all conveyance and title clearing documents with the County Recorder and shall provide the DOT Right of Way Bureau with copies of all completed purchase agreements/contracts, deeds, easements, condemnation documents, and acquisition plats (for State of Iowa right-of-way) upon completion of the right-of-way activities. The RECIPIENT, or the RECIPIENT's closing agent, shall be responsible for preparing and filing Form 1099-S (Proceeds from Real Estate Transactions) with the Internal Revenue Service (IRS) for all reportable real estate transactions pursuant to current IRS requirements.

b. The RECIPIENT shall be responsible for obtaining any permits, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the TSIP application for funding, nor the signing of this Agreement, shall be construed as approval of any required permit from the DOT.

c. The RECIPIENT shall be responsible for obtaining any environmental permits and approvals, when necessary, to comply with all environmental regulations.

**4. Project Design**

a. The RECIPIENT shall develop all project improvements using engineering judgment. The RECIPIENT shall use the DOT Design Manual on projects involving the Primary Road System and/or routes located on the National Highway System. Projects not located on the Primary Road System or National Highway System shall use “A Policy on Geometric Design of Highways and Streets" (latest edition), published by the American Association of State Highway and Transportation Officials. In all cases, the "The Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as adopted pursuant to 761 Iowa Administrative Code, Chapter 130 shall apply.

**5. Bid Letting**

a. If the project must be let for bids, the project plans, specifications, and engineer's cost estimate for site specific improvements shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The RECIPIENT shall submit the plans, specifications, and other contract documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the RECIPIENT.

   i. If the RECIPIENT lets the project, the plans, specifications, and other contract documents for each division must be submitted at least fourteen (14) weeks prior to the project letting of each division.

   ii. If the project will be let through the DOT, project development submittals shall follow Local Systems I.M. 3.010, Project Development Submittal Dates and Information.

   iii. The DOT shall review said submittal(s) recognizing the RECIPIENT's development schedule and shall, after satisfactory review, authorize in writing for the RECIPIENT to proceed with implementation of the project. The work on the project shall be in accordance with the survey, plans, and specifications on file. Any substantial modification of the plans and specifications must be approved by the DOT prior to the modification being put into effect.

b. If the RECIPIENT lets the project, as described herein, the RECIPIENT shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The RECIPIENT shall be responsible for obtaining the Sales Tax Exemption Certificates through the Iowa Department of Revenue and Finance. The RECIPIENT shall issue these Certificates to the successful bidder, and any subcontractors, to enable them to purchase qualifying materials for the project free of sales tax.

c. If the RECIPIENT lets the project, the RECIPIENT shall use positive efforts to solicit bids from, and to utilize, Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers, or participants in the work covered by this Agreement. Efforts shall be made and documented in accordance with Exhibit B which is attached hereto and by this reference incorporated into this Agreement.

d. If the RECIPIENT lets the project, the Recipient shall advertise for bidders, make a good faith effort to obtain at least three (3) bidders, hold a public letting, and award contracts for the project work. DOT concurrence in the contract award must be obtained prior to the contract award. The RECIPIENT shall provide the DOT file copies of the project letting documents within five (5) days after the letting.

e. The RECIPIENT shall be the contracting authority for the project.

**6. Construction and Maintenance**

a. The RECIPIENT shall conduct the project development and implementation in compliance with applicable laws, ordinances, and administrative rules.

b. The RECIPIENT shall be responsible for the daily inspection of the project, and the compilation of a daily log of materials, equipment, and labor utilized on the project.

c. The RECIPIENT shall maintain records, documents, and other evidence in support of work performed under the terms of this contract. All accounting practices applied, and all records maintained, will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT, or its designee, at all reasonable times during the period of the contract and for three (3) years after the date of final reimbursement. Reimbursement shall be based on actual eligible and indirect costs associated with performance of the contract work. The RECIPIENT shall provide copies of said records and documents to the DOT upon request.

d. The RECIPIENT shall notify the DOT's contact person of the date that construction begins and the date the project is substantially complete (when the road is opened to traffic).

e. The RECIPIENT shall require its contractors to permit the DOT authorized representative to inspect all work, materials, records, and any other data with regard to agreement related costs, revenues, and operating sources.

f. Upon project completion, and prior to final reimbursement for the project, the RECIPIENT shall furnish one set of "as-built" plans for any portion of the project which is on, or intersects with, any Primary Road or Primary Road extension to the DOT's contact person for future maintenance and road design purposes.

g. If this project requires the installation of, or modification to, a traffic signal system, the RECIPIENT shall be responsible for all future ownership, maintenance, operation, and energy costs of said installation or modification.

h. The RECIPIENT hereby certifies that, for a period of five (5) years following completion of the project and receipt of final reimbursement from the DOT, there shall be no modifications to the geometric features, the construction features, or the access management features (including driveway design and location) of the project, nor shall there be any fixed objects or obstructions placed in any clear zone established in conjunction with this project, without the prior written approval of the Traffic and Safety Bureau. Failure to comply shall be considered a default under the terms of this Agreement.

**7. Payments and Reimbursements**

a. The RECIPIENT may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities, for which reimbursement is requested, have been completed in substantial compliance with the terms of this Agreement. Reimbursement claims shall not be submitted until after July 1, 2026.

b. The DOT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DOT may withhold up to 5% of the construction costs, or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DOT determines the RECIPIENT has been over-reimbursed, the RECIPIENT shall reimburse the

overpaid amount to the DOT. After the final audit or review is complete, and after the RECIPIENT has provided all required paperwork, the DOT will release the funds withheld, if any.

c. Upon completion of the project described in this Agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this Agreement. Final reimbursement of TSIP funds shall be made only after the DOT accepts the project as complete.

d. The RECIPIENT shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the RECIPIENT may be in default, for which the DOT may revoke funding commitments.

e. If the RECIPIENT fails to perform any obligation under this Agreement, the DOT shall have the right, after first giving thirty (30) days written notice to RECIPIENT by certified mail return receipt requested, to declare this Agreement in default. The RECIPIENT shall have thirty (30) days from date of mailing of the notice to cure the default. If the RECIPIENT cures the default, the RECIPIENT shall notify the DOT no later than five (5) days after cure, or before the end of said thirty (30) day period, to cure default. Within ten (10) working days of receipt of RECIPIENT's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.

f. In the event a default is not cured, the DOT may revoke funding commitments and/or seek repayment of TSIP funds granted by this Agreement through charges against the RECIPIENT's road use tax funds.

**8. General Provisions**

a. This Agreement shall be considered to be in default if the DOT determines that the RECIPIENT's application for funding contained inaccuracies, omissions, errors, or misrepresentations.

b. To the extent allowed by law, the RECIPIENT agrees to indemnify, defend, and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection of this project. To the extent allowed by law, this agreement to indemnify, defend, and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.

c. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability.

d. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the associated Federal regulations that implement these laws.

e. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DOT has provided guidance in the Non-Federal-aid Project Development Guide (Non-Federal-aid Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at the Local Systems website. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Non-Federal-aid Guide and I.M.s in effect at the time project activities are conducted.

f. If any part of this Agreement is found to be void and unenforceable then the remaining provisions of this Agreement shall remain in effect.

g. This Agreement is not assignable without the prior written consent of the DOT.

h. It is the intent of both parties that no third-party beneficiaries be created by this Agreement.

i. In case of dispute concerning the terms of this Agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT and the RECIPIENT agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this paragraph for arbitration.

j. This Agreement, including referenced exhibits, constitutes the entire agreement between the DOT and the RECIPIENT concerning this project. Representations made before the signing of this Agreement are not binding, and neither party has relied upon conflicting representations in entering into this Agreement. Any change or alteration to the terms of this Agreement must be made in the form of an addendum to this Agreement. Said addendum shall become effective only upon written approval of the DOT and RECIPIENT.

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IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2027-TS-013 as of the date shown opposite its signature below.

**City of Waterloo, Iowa:**

By: _____ Date _____, 20_____.

Title: _____

I, _____, certify that I am the Clerk of the City, and that

_____, who signed said Agreement for and on behalf of the City was duly

authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on

the _____ day of _____, 20_____.

Signed _____ Date _____, 20_____.
City Clerk of Waterloo, Iowa

**Iowa Department of Transportation:**

By:_____ Date _____, 20_____.
Chris Pelton
Director
Traffic Operations and Safety Bureau

**EXHIBIT A-1**
[Project Location]

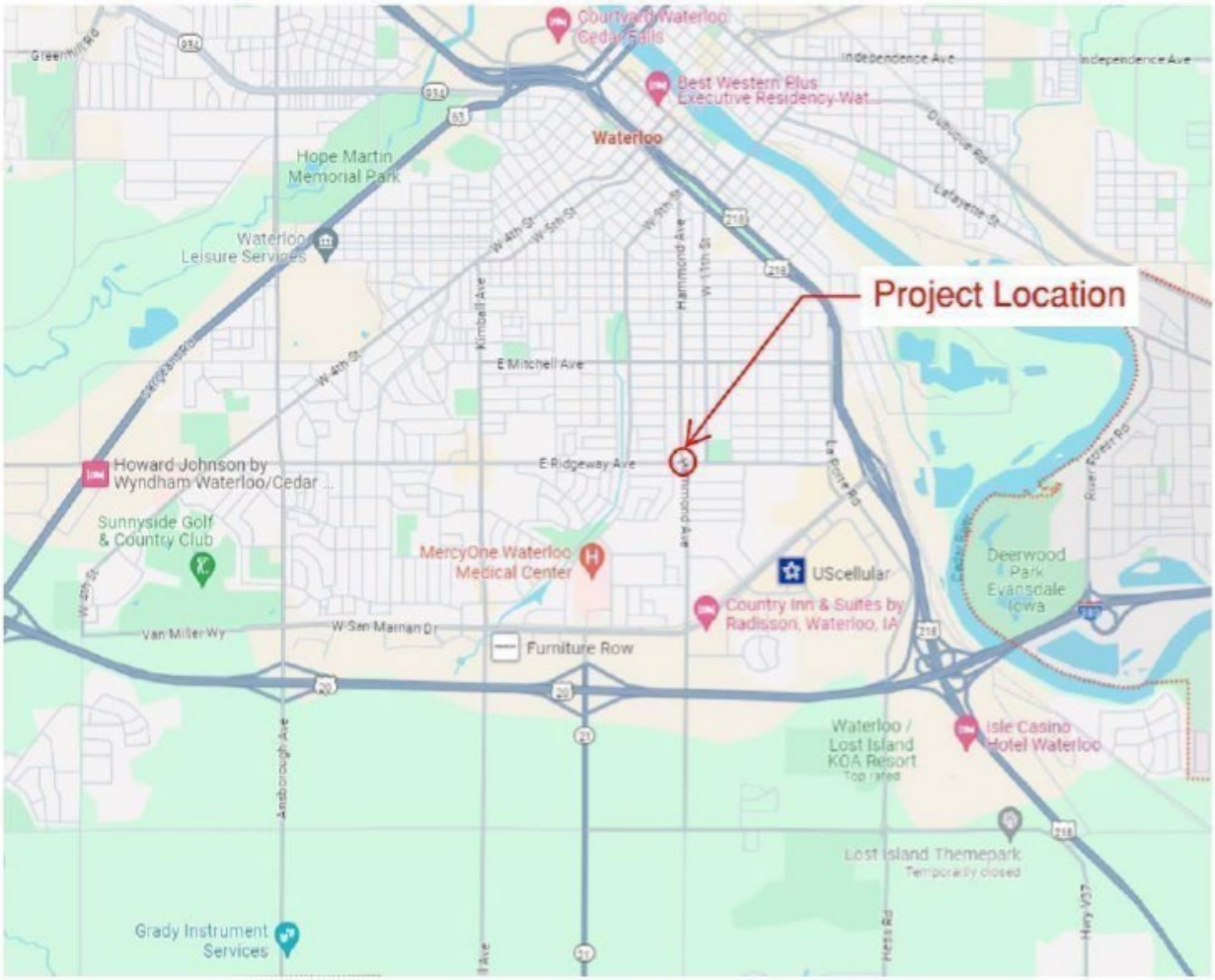


**EXHIBIT A-2**
[Estimated Project Cost]

## Hammond Avenue / Ridgeway Avenue Roundabout - Preliminary Cost Estimate

| | | Units | Unit Cost | Quantity | Total Cost |
|---|---|---|---|---|---|
| **Removal of Pavement** | | SY | $16.00 | 3400 | $54,400 |
| **Topsoil, Strip, Store, Spread** | | CY | $20.00 | 200 | $4,000 |
| **Signage** | | LS | $2,500.00 | 1 | $2,500 |
| **PCC Roadway** | | SY | $85.00 | 3533 | $300,305 |
| **Curb and Gutter** | | LF | $45.00 | 2200 | $99,000 |
| **Granular Subbase** | | SY | $12.00 | 3886 | $46,636 |
| **Storm Sewer** | | LS | $50,000.00 | 1 | $50,000 |
| **Sanitary Sewer** | | LS | $40,000.00 | 1 | $40,000 |
| **Water Main** | | LS | $40,000.00 | 1 | $40,000 |
| **Pavement Markings** | | LS | $12,000.00 | 1 | $12,000 |
| **Street Lighting** | | EA | $10,000.00 | 20 | $200,000 |
| **Topsoil** | | CY | $30.00 | 500 | $15,000 |
| **Seeding** | | LS | $2,500.00 | 1 | $2,500 |
| **Erosion Control** | | LS | $5,000.00 | 1 | $5,000 |
| **Traffic Control** | | LS | $50,000.00 | 1 | $50,000 |
| **Mobilization** | | LS | $15,000.00 | 1 | $15,000 |
| **Contingencies** | (10% of Construction Cost) | **LS** | $93,634.06 | 1 | $93,634 |
| **Engineering** | | | | | $125,000 |
| | | | | Total | **$1,154,975** |
| **Total Safety** | | | | Rounded Total | **$1,200,000** |
| | | | | TSIP Funds | **$500,000** |
| | | | | City Funds | **$700,000** |

**EXHIBIT B**
**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES**
**ON NON-FEDERAL AID PROJECTS**
**(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds. Refer to Local Systems I.M. 5.020 for additional information.

Under this policy the RECIPIENT shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The RECIPIENT shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this Agreement.

The RECIPIENT's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6200) or from its website at: https://www.iowaeda.com/small-business/targeted-small-business/

2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.

3. Soliciting bids or proposals from qualified TSB firms on each project and identifying for TSB firms the availability of subcontract work.

4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.

5. For construction contracts:

   a) Including in the bid proposals a contract provision titled "Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the RECIPIENT. This contract provision is available in Local Systems I.M. 5.020.

   b) Ensuring that the awarded contractor has and shall follow the contract provisions.

6. For consultant contracts:

   a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.

   b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted, a list of TSB firms that responded with a subcontract proposal, and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The RECIPIENT shall provide the Iowa DOT Administering Bureau the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the RECIPIENT's positive efforts and it should be placed in the project file.

2. Bidding proposals or RFPs noting established TSB goals, if any.

3. Form 260017 "Checklist and Certification for the Utilization of Targeted Small Businesses (TSB)" shall be filled out upon completion of each project.
   https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects.

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Public Works Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with Protex Central, in the amount of $5,400.00, for a three-year contract for the semi-annual maintenance and testing of the data room fire suppression system, and authorizing the Mayor to execute said document.

## RECOMMENDED COUNCIL ACTION

Requesting approval of contract.

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is a 3-year contract for semi-annual testing of the data room fire suppression system.

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

Operating funds.

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. Quote 49451 - City of Waterloo - Public Works - FS Insp

**Protex Central, Inc.**
Phone: (402) 463-0666
Fax: (402) 463-6057
1239 North Minnesota Ave, PO Box 1467
Hastings, NE 68901

**Quote No.: 49451**
Date: 3/12/2026

Prepared for:
Damian Fischels (319) 291-4522
City of Waterloo - Public Works
625 Glenwood Avenue
Waterloo, IA 50703 USA

Prepared by: Skylar Smith
Account No.: 27882

Job: Inspection - Clean Agent Suppression

| Quantity | Item ID | Description | UOM |
|---|---|---|---|
| | **City of Waterloo - Public Works - FS Inspection** | | |
| | **PROTEX CENTRAL, INC HAS USED THE DEVICE & QUANTITIES LISTED BELOW TO DEVELOP QUOTE/PROPOSAL PRICING.** | | |
| 1.00 | INSP-FIRE ALARM PANEL | Fire Alarm Control Panel testing | |
| 2.00 | INSP-BATTERY | Secondary power supply battery load testing | |
| 1.00 | INSP-MANUAL RELEASE STATION | Manual release pull station testing | |
| 2.00 | INSP-ABORT STATION | Agent release abort station testing | |
| 2.00 | INSP-SMOKE DETECTOR | Smoke detector testing | |
| 1.00 | INSP-ACTUATOR/SOLENIOD SUPV | ASC actuator/solenoid supervisory switch testing | |
| 1.00 | INSP-BELL | Evacuation bell - testing | |
| 2.00 | INSP-STROBE | Evacuation strobe testing | |
| 3.00 | INSP-DOOR HOLDER RELAY | Auxilliary relay for fire/smoke door control testing | |
| 1.00 | INSP-DISCHARGE PRESSURE SWITCH | Discharge pressure switch testing | |
| 1.00 | INSP-ACTUATOR/SOLENOID | Agent storage container actuator/solenoid testing | |
| 1.00 | INSP-FLEX HOSE | Agent storage container flexible discharge hose visual inspection | |
| 1.00 | INSP-ASC LOW PRESSURE | Agent storage container low pressure switch testing | |
| 1.00 | INSP-FA INTERFACE | Fire alarm system interface relay testing (alarm, supervisory & trouble) | |
| **Semi-Annual Suppression Inspection 2026:** | | | |
| 1 | PCI-SYS-FIRESUP-INSP-LABOR | Labor for performing inspections for fire suppression systems | |
| **Annual Fire Suppression Inspection Price:** | | | **$1,800.00** |
| **Semi-Annual Suppression Inspection 2027:** | | | |
| 1 | PCI-SYS-FIRESUP-INSP-LABOR | Labor for performing inspections for fire suppression systems | |
| **Annual Fire Suppression Inspection Price:** | | | **$1,800.00** |
| **Semi-Annual Suppression Inspection 2028:** | | | |

**Quote No.: 49451**
Date: 3/12/2026

| Quantity | Item ID | Description | UOM | |
|---|---|---|---|---|
| 1 | PCI-SYS-FIRESUP-INSP-LABOR | Labor for performing inspections for fire suppression systems | | |
| **Annual Fire Suppression Inspection Price:** | | | | **$1,800.00** |

**Your Price:** **$5,400.00**

**Total:** **$5,400.00**

Prices are firm until 5/15/2026 Terms: NET30

**Prepared by:** Skylar Smith, skylar.smith@protexcentral.net **Date:** 3/12/2026

PERIOD OF AGREEMENT: AGREEMENT SHALL BEGIN X/XX/2024 AND CONTINUE FOR THREE (3) YEARS.

SCOPE OF WORK:

Compliance Engine and Protex Central's associated administrative fees are not included in stated contract price.

Protex Central will test & inspect the Clean-Agent Suppression System.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the Client.

Testing & Inspection Frequency - PCI will perform Semi-Annual Inspections on each system listed on the attached Equipment List. All tests and inspections will be completed in accordance with most recent edition of NFPA 2001 - Standard on Clean Agent Fire Extinguishing Systems. The following services will be performed during each inspection (Note that certain tasks are specific to certain types of systems and that as a result, not every task listed below is applicable for specific systems):

Sensitivity Calibration Testing of Smoke Detectors is not included unless listed as a line item within the proposal body with Item ID = INSP - SMOKE DETECTOR CALIBRATION and a Quantity greater than "0"

Customer Acknowledgement Initial: _____ Date: _____

* All agent cylinders shall be weighed and the date of the last hydrostatic test shall be noted.
* All cylinders shall be inspected for evidence of corrosion or mechanical damage.
* Check agent quantity and pressure of refillable cylinders.
* Check that all control valves are operational.
* Inspect condition of system accessible/visible piping, hoses, hangars, bracketing and bracing, valves, gauges and other related equipment.
* Note date of most recent hydrostatic test date or replacement date of each flexible hose.

  o For hoses which are due for hydrostatic tests, PCI will prepare an estimate and submit for approval on a reimbursable basis and repair authorization shall be issued in writing to PCI by an authorized representative of the Client before proceeding with the testing or replacement.
  o Please refer to Special Provisions for additional options related to hydrostatic testing services under this Agreement.

* Check all nozzles - Ensure that they are clean and unobstructed and verify proper alignment.
* Remove automatic actuating controls from the agent storage containers and simulate an alarm/release condition - ensuring that these controls have moved to a "discharged" position. Reset and reinstall actuating controls.
* Clean and functionally test any alarm initiating devices and notification appliances associated with the system annually.
* Verify the supervisory features of the detection system and any connected auxiliary equipment are operating properly

and that system reports to other building fire alarm or monitoring systems as originally installed annually.
* Verify that there have not been any changes in the size or type of hazard that is being protected. If changes to the room or hazard or other construction has occurred within or adjacent to the protected space, a test to ensure the room integrity has not been compromised may be recommended.
* Apply inspection tag to system

Inspection Reports - PCI will furnish a report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Repairs - PCI will make all necessary repairs to the system upon written authorization by the Client. All labor and materials used will be invoiced on a Time & Materials basis except as otherwise provided in this Agreement.

Exclusions - The following exclusions apply on all suppression system Service Agreements. These services are available through PCI on a Time and Materials basis when authorized separately by the Client:

* Cylinder Recharge - Recharging of cylinders or replacing agent is excluded.
* Room Integrity Testing - Performance of the Door Fan Testing to ensure room will retain agent for proper durations in case of discharge.

TERMS & CONDITIONS:

A. DEFINITIONS

1. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in th respective work scope attachments under the "Equipment List".
2. "Services" means those services and obligations to be undertaken by PCI in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

B. COVERAGE:

1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. PCI will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER's representative.

2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.

3. PCI will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than PCI or its employees, or caused by lightning, flood or water damage from any source, electrical storm, or other violent weather or by any other cause beyond PCI control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.

4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by PCI will be identified throughout the term of this agreement and brought to the CUSTOMER's attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.

5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. PCI shall not be obligated to provide replacement software, equipment, components and/or parts that represent a

significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.

6. All non-emergency services under this Agreement will be performed between the hours of 8:00 a.m. - 5:00 p.m. local time Monday through Friday, excluding federal holidays and normal PCI observed Holidays. If for any reason CUSTOMER requests PCI to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.

7. CUSTOMER will promptly notify PCI of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER's attention.

8. Inspection pricing provided is based on quantities and devices listed on the pages of this quote/proposal. If it is discovere that device quantities are different vs. what's listed in this quote/proposal or if devices are added/deleted to/from the existing system as a result of remodel/addition during the contract term, Protex Central, Inc. reserves the right to adjust the contract price according to necessary onsite labor adjustments.

C. PRICE, BILLING, AND TERM:

1. CUSTOMER shall pay or cause to be paid to PCI the full price for the Services as specified on the first page of this Agreement. PCI shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at th rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by PCI in collecting any past due amounts.

Compliance Engine and Protex Central's associated administrative fees will be billed in addition to stated contract price as a single line item on all invoices.

Customer Acknowledgement Initial: _____ Date: _____

2. PCI may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and PCI, if additional systems and equipment are added or deleted to the scope of this Agreement.

3. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initia term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal.

4. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which PCI may be required to pay or collect in connection with this Agreement.

D. TERMINATION:

1. CUSTOMER may terminate this Agreement for cause after giving PCI thirty (30) days advance written notice. CUSTOMER is responsible for payment of services provided up to cancellation date.

2. PCI may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice.

E. GENERAL TERMS AND CONDITIONS:

1. Assignment and Delegation: CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of PCI. PCI may assign its right to receive payment to a third party.

2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against PCI.

3. Hazardous Materials: CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where PCI will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe
working conditions.

4. CUSTOMER SHALL INDEMNIFY AND HOLD PCI HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED PCI. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION O THIS AGREEMENT FOR WHATEVER REASON.

5. Warranties and Limitation of Liability: PCI will replace or repair any product PCI provides or CUSTOMER procures under this Agreement that fails within the warranty period (Typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence; or from fire, lightning, water damage, or any other cause beyond PCI control. This warranty applies to PCI fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.

6. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND PCI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. PCI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

7. PCI shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances ir the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond PCI reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of PCI, any repairs or replacement shall be paid for by CUSTOMER.

8. Indemnity and Limitation of Liability: PCI agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under PCI negligent actions or willful misconduct in its performance of the Services. PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4. IN NO EVENT SHALL PCI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIR SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID O TO THE EXTENT CUSTOMER GIVES PCI REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS P THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.

9. The parties further agree that PCI is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by PCI from a variety of service options; that PCI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

10. BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON PCI FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.

F. MISCELLANEOUS:

1. Extent of Agreement: Except as and to the extent provided in the Contract, this Agreement represents the entire Agreement between CUSTOMER and PCI for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.

2. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

3. PCI shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any o the equipment or software covered hereunder if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of PCI. In addition, PCI shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.

G. DISPUTE RESOLUTION:

1. This Agreement shall be deemed to be made in Adams County, Nebraska, regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Nebraska law. The venue for any claim arising under this Agreement shall be in Adams County, Nebraska. In th event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.

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**Accepted by:** _____ **Date:**_____

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**

Bill Beck, Fire Chief
Fire Rescue Department

**MEETING DATE**

April 20, 2026

**AGENDA ITEM TITLE**

Resolution approving a Purchase Agreement with the City of Stanwood, Iowa, in the amount of $35,000.00 for a 1996 Spartan Fire Truck, and authorizing the Mayor and City Clerk to execute said documents.

**RECOMMENDED COUNCIL ACTION**

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

**ATTACHMENTS**

1. Vehicle Purchase Agreement

# Vehicle Purchase Agreement

This Vehicle Purchase Agreement ("Agreement") is made and entered into on this 13th day of 2026, by and between:

**SELLER**
City of Stanwood
209 E. Broadway Po. Box 146. Stanwood, Ia 52337
Telephone: 563-942-3340

**BUYER**
City of Waterloo
715 Mulberry St, Waterloo, IA 50703
Telephone: 319-291-0141

WHEREAS the Seller agrees to sell and the Buyer agrees to purchase the below-described vehicle under the terms and conditions set forth herein.

1. **VEHICLE DETAILS**

- Make: Spartan
- Model: Fire Truck
- Year: 1996
- VIN (Vehicle Identification Number): 4S7DT9K07TC019186
- Mileage: 28,456
- Color: Red
- Condition: Operational/ good condition.
- Additional Equipment Included:

2. **PURCHASE PRICE & PAYMENT TERMS**

- Total Purchase Price: $35,000
- Payment Method: Check
- Payment is due upon the receipt of the fire truck

3. **VEHICLE TRANSFER & TITLE DETAILS**

•· Title Transfer: Seller agrees to transfer the title to the Buyer upon receipt of its new fire truck
Odometer Disclosure Statement: The Seller shall provide an odometer reading statement as required by law at the time of sale.
- Bill of Sale: Both parties agree to execute a Bill of Sale upon completion of payment.

4. **LIABILITY, INDEMNIFICATION, & WARRANTIES**

- As-Is Clause: The Buyer acknowledges that the vehicle is sold "as-is," without express or implied warranties unless otherwise specified in writing. If, prior to completion of the sale and possession by the City of Waterloo, the vehicle suffers any damage covered by insurance, Stanwood shall make a claim to repair the vehicle to its prior condition under Stanwood's insurance policy. In the event the vehicle sustains damage not covered by insurance and/or Stanwood chooses to not repair the damage, Waterloo reserves the right to negotiate the price if necessary to ensure a fair market value purchase or void the agreement entirely if the city determines the vehicle is no longer viable.
- Liability Release: Upon transfer of title, the seller is released from any liability related to the vehicle, including but not limited to accidents, damage, or future repairs.
- Insurance Responsibility: The Buyer shall assume all insurance responsibilities for the vehicle from the Date of Sale/ Transfer.

5. **ADDITIONAL TERMS & CONDITIONS**

- Delivery Terms: Buyer will pick up the vehicle
- Refund Policy: This sale is final, and no refunds shall be issued unless otherwise agreed upon in writing.

**6. SIGNATURES & APPROVALS**

By signing below, the authorized representatives of the City of Waterloo, Iowa and The City of Stanwood, Iowa agree to the terms and conditions of this Agreement.

**City of Waterloo, Iowa**
Mayor
Signature: _____
Date: _____

**ATTEST:**
City Clerk
Signature: _____
Date: _____

**City of Stanwood, Iowa**
Mayor, Todd Sawyer
Signature: _____
Date: _____

**ATTEST:**
City Clerk, Jessica Lasack
Signature: _____
Date: _____

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**

Jamie Knutson, City Engineer
Engineering Department

**MEETING DATE**

April 20, 2026

**AGENDA ITEM TITLE**

Resolution approving a Professional Services Agreement with AECOM, Inc., of Waterloo, Iowa, in an amount not to exceed $58,100.00 for design-related services in conjunction with the FY 2026 Cedar Prairie Trail Replacement, Contract No. 1142, and authorizing the Mayor and City Clerk to execute said document.

**RECOMMENDED COUNCIL ACTION**

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

Trail replacement from Dewitt Road to Ridgeway Avenue (Cedar Falls). Design cost will be split between the City and the City of Cedar Falls.

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

## ATTACHMENTS

1. Contract 1142_AECOM agreement for council approval

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-439-3089 fax

**CEDAR PRAIRIE TRAIL REPLACEMENT**

**CITY OF WATERLOO, IOWA**

**PROFESSIONAL SERVICES 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 Liability including third party Bodily Injury and Property Damage Liability and Contractual Liability insurance in a limit of One Million Dollars ($1,000,000) each occurrence and in the aggregate.

(c) Business Auto Liability Insurance (owned, non-owned or hired) in a combined single limit of One Million Dollars ($1,000,000).

ATS agrees to include CLIENT as Additional Insured on the Commercial General Liability and Business Auto Liability policies, but only to the extent of ATS's negligence under this agreement and only to the extent of the insurance limits specified herein.

(d) 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 Fifty-Eight Thousand One Hundred Dollars ($58,100.00) and will not be exceeded without authorization from the Client.

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 TECHNICAL SERVICES, INC.** |
|---|---|
| By:_____ | By: Michelle M. Sweeney |
| Printed Name: David Boesen | Printed Name: Michelle M. Sweeney, PE, PTOE |
| Title: Mayor | Title: Associate Vice President |
| Date:_____ | Date: 04/07/2026 |

**CEDAR PRAIRIE TRAIL REPLACEMENT**

**CITY OF WATERLOO, IOWA**

**EXHIBIT A**

## I. PROJECT DESCRIPTION

This project includes the removal and replacement of approximately 4,540 feet of the existing Cedar Prairie Trail. The existing trail is to be replaced from Ace Place Road, south of East Ridgeway Avenue, in Cedar Falls to DeWitt Road in Waterloo. This project will construct a 10'-wide PCC shared-use path with culvert replacements, grading/drainage improvements, ADA improvements, and erosion control. Quantities will be split into two divisions, City of Waterloo and City of Cedar Falls. The project is anticipated to be constructed in the 2026 construction season.

## II. SCOPE OF SERVICES

The Scope of Services will encompass and include work, services, materials, equipment, personnel and supplies necessary to provide design services for the divisions described above. The Scope of Services is further described below:

**Design Survey and Base Mapping (Tasks 1-3).** These tasks include the topographic survey of the existing shared-use path, utility locates, and the topographic survey for the ADA sidewalk curb ramps. The survey tasks are as follows:

**Task 1 – Project Control and Bench Circuit**
**Task 2 – Topographic Survey of the Existing Trail, Curb and Gutter, Culverts, Curb Ramps, and Iowa One Call**
**Task 3 – Base Map Development**

**Concept Statement and Preliminary Design (Tasks 4-11).** These tasks include the effort to prepare the Concept Statement and preliminary plan sets for the shared-use path design. The Concept Statement will include completing Form 517001 and submitting information through the Transportation Program Management System (TPMS). Preliminary plans will follow Instruction Memorandum (IM) 3.400 and the Preliminary Plan Check List and submitted through TPMS. Chosen Valley Testing is providing assistance for core drilling and core log reports. The following tasks are anticipated for the Concept Statement and Preliminary Plans.

**Task 4 – Concept Statement Preparation and Submittal**
**Task 5 – Geotechnical Review**
**Task 6 – Title Sheet and Legend (A-Series Sheet)**
**Task 7 – Typical Sections and Details (B-Series Sheets)**
**Task 8 – Plan and Profile Sheet (D-Series Sheet)**
**Task 9 – Right-of-Way Sheets (H-Series Sheets)**
**Task 10 – Sidewalk Staking Sheets (S-Series Sheets)**
**Task 11 – Cross Sections (W-Series Sheets)**

**Final Design (Tasks 12-24).** This task will include the preparation and submittal of the Check Plans and Finals Plans into TPMS. Check / Final plans will follow IM 3.700 and the Check / Final Check List and submitted through TPMS. Quantities and tabulations will be separated into divisions identified in the Project Description. The tasks are further described below.

**Task 12 – Title Sheet and Legend (A-Series Sheet)**

**Task 13 – Typical Sections and Details (B-Series Sheets)**
**Task 14 – Quantities and Tabulations (C-Series Sheets)**
**Task 15 – Plan and Profiles (D-Series Sheet)**
**Task 16 – Geometric Data (G-Series Sheets)**
**Task 17 – Right-of-Way Sheets (H-Series Sheets)**
**Task 18 – Traffic Control and Staging (J-Series Sheets)**
**Task 19 – Culvert Sheets (M-Sheets)**
**Task 20 – Erosion Control Sheets (RC & RR-Sheets)**
**Task 21 – Sidewalk Geometry and Staking (S-Series Sheets)**
**Task 22 – Cross Sections (W-Series Sheets)**
**Task 23 – Construction Cost Estimates**
**Task 24 – Revisions Based on Comments Received**

**Project Administration (Tasks 25-29).** These tasks include project administration throughout the project including coordination with the City of Waterloo, City of Cedar Falls, and Iowa DOT. Also included in these tasks are addressing questions from contractors and project / council meetings and quality control activities.

**Task 25 – Project Administration**
**Task 26 – Address Questions from Contractors on Bid Documents**
**Task 27 – Coordination with City of Waterloo, City of Cedar Falls, and Iowa DOT**
**Task 28 – Project Meetings (2)**
**Task 29 – Quality Control**

**Construction-Related Services**

The scope of construction-related services will be determined at the time services are needed and defined under a supplemental agreement. Construction-related services include construction staking, on-site field review, materials testing and contract administration during construction.

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving a Right-of-Entry Agreement with the Army Corp of Engineers to allow installation of monitoring wells in the City right-of-way along Midport Boulevard and Big Rock Road, and authorizing the Mayor to execute said document.

## RECOMMENDED COUNCIL ACTION

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Army Corps of Engineers would like to install monitoring wells in City ROW along Midport Blvd. to allow for water sample testing. Construction and closure of the monitoring wells will be at the expense of the Army Corps of Engineers.

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

No cost

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. ROE For Midport Blvd For Testing

**DEPARTMENT OF THE ARMY**
**RIGHT-OF-ENTRY**
**Per- and Poly-Fluoroalkyl Substances (PFAS) Program**

**Project: Waterloo Aviation Support Facility (AASF)**
**Assessor Parcel Number (APN) - 891304451007**

The undersigned, hereinafter called the **"Owner"** in consideration for the mutual benefits of the work described below, hereby grants the **UNITED STATES OF AMERICA**, Department of the Army, hereinafter called the "Government", a Right-of-Entry upon the following terms and conditions:

1. The **Owner** hereby grants to the Government, its employees, officers, and contractors, an irrevocable and assignable right to enter in, on, over and across the land described below in APN - 891304451007, for the purpose of conducting remedial investigations, to include water sampling, soil and sediment sampling, including the right to install and sample monitoring wells as determined by the Government for a period not to exceed **24 months** or for a period not less than the duration of the investigative phase, whichever is longer, beginning with the date of the signing of this instrument for use by the Government, its representatives, agents, contractors, and assigns, as a work area for the PFAS Program, and perform any other such work as may be necessary and incidental to the Government's investigative phase on said lands.

**2.** The **Owner** also grants the right to enter and exit over and across any other lands of the **Owner** as necessary to use the described land for the purposes listed above.

**3.** All proposed activities will be coordinated with the **Owner** 10 days prior to the start of a phase of field work.

**4**. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of entry.

**5.** If any action of the Government's employees or agents in the exercise of this Right-of-Entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the **Owner** in no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the **Owner** must make a claim under applicable laws for any damages other than those provided for herein.

**6.** The land affected by this Right-of-Entry is in Black Hawk County, Iowa, and is described as follows: APN - 891304451007, as shown on **EXHIBIT "A"** attached hereto.

**7.** In signing this Right-of-Entry, I understand that geographical information in the form of latitude and longitude coordinates of sampling locations on this property will be associated with specific sampling results shared with regulatory agencies supporting DoD's cleanup efforts and may become publicly available. Personally identifiable information (PII) such as names and addresses will not be released and remains protected from public release by the Freedom of Information Act (5 U.S.C. § 552).

**Dated** this _____ day of _____, 20 _____.

**OWNER**

**BY:** _____

**TITLE:** _____

_____
**[Owner Telephone Number]**

_____
**[Owner Email Address]**

**BY:** _____
**THE UNITED STATES OF AMERICA**
**JESSE OTTERSON**
**Chief, Special Project and Support Branch**
**Real Estate Contracting Officer**

# CERTIFICATE OF AUTHORITY

I hereby certify that I am the _____ of
*(Secretary or Attesting Officer)*
the organization named in the foregoing agreement with the United States of America: that said organization is organized under the laws of the State of _____; that the seal, if applicable, affixed to said instrument
*(State)*
is the seal of said organization; that _____
*(Name of Officer)*
who signed said agreement was then _____ of said
*(Title of Officer)*
organization and has been duly authorized to sign the foregoing agreement on behalf of said organization, binding said organization to the terms therein.

I, as the Secretary/Attesting Officer, hereby attest to the validity of the Signature of said Officer; and that said signature affixed to such agreement is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal, if applicable, of said organization, this _____ day of _____, 20____.

_____
*Secretary or Attesting Officer*

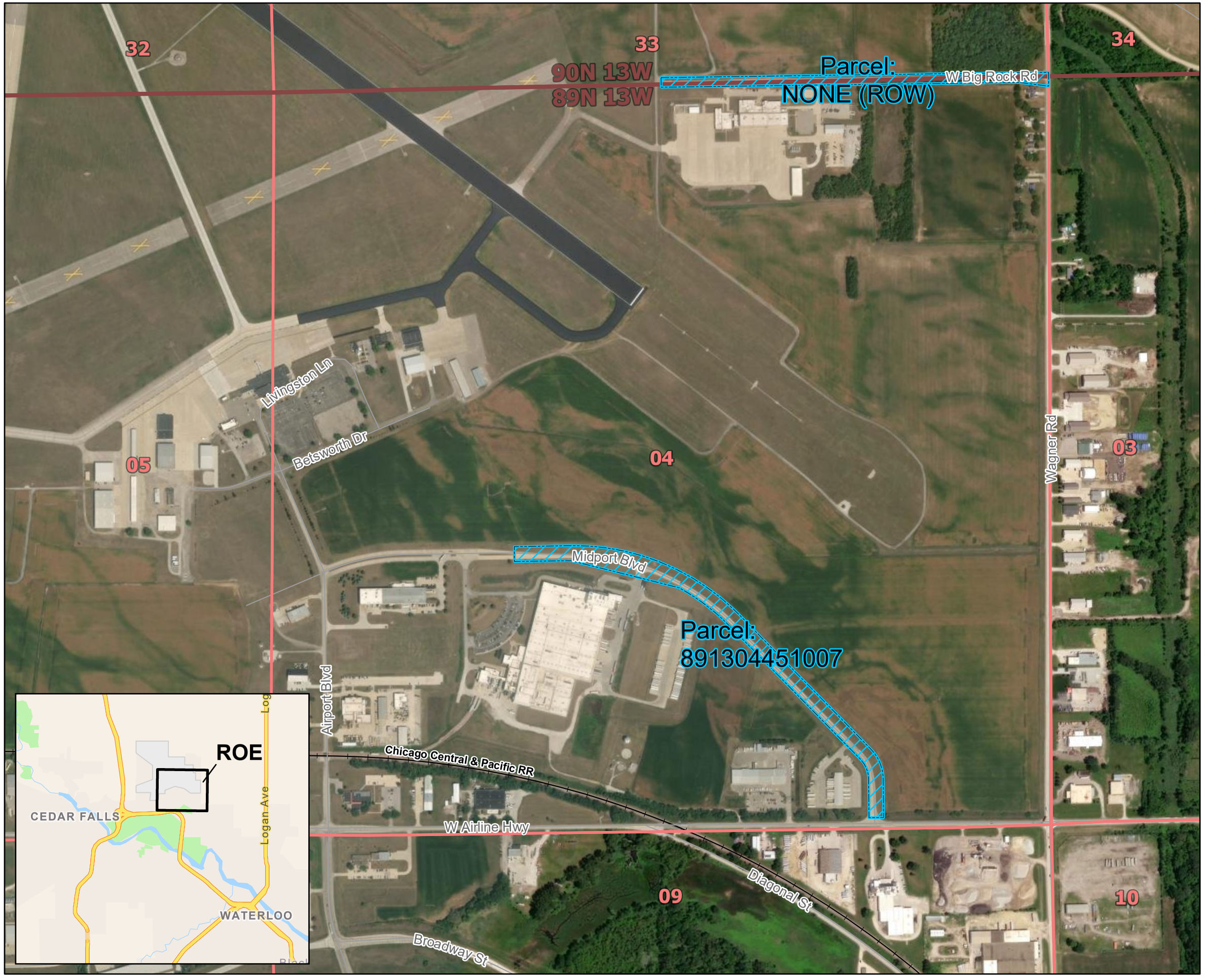
_____
*Corporation or Organization*

*This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same.*

**MRO Form 851** (21 Aug 02) (Edition dated 1 Oct 91 is obsolete)

# Waterloo AASF

PFAS Right of Entry




N

Blackhawk County, IA
T89N-90N, R13W
5th PM

- Streams/Rivers
- Railroads
- Roads/Streets
- Township
- Section
- County Parcels

**Owner:**
**CITY OF WATERLOO**

0 550 1,100 2,200

Feet

Disclaimer: The United States government and USACE furnishes this data and the recipient accepts and uses it with the express understanding that the government makes no warranties, expressed, or implied, concerning the accuracy, completeness, reliability, usability, or suitability for any particular purpose of the information and data furnished. The United States shall be under no liability whatsoever to any person by reason of any use made thereof. Data displayed on this map are approximations derived from GIS layers and should not be used in place of survey data or legal land descriptions.

## Real Estate

CENWO-RE-S

| | |
|---|---|
| Produced By: Justin Ahern | US Army Corps of Engineers ® Omaha District |
| Production Date: 10 Feb 2026 | |
| Revised By: Kyle Gaston | |
| Revision Date: 07 Apr 2026 | |
| File Location: T:\PFAS\GIS\Waterloo AASF\Maps\Maps.aprx | |

EXHIBIT "A"

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving a Cooperative Agreement with the City of Cedar Falls to split costs in conjunction with the FY 2026 Cedar Prairie Trail Replacement, Contract No. 1142, and authorizing the Mayor and City Clerk to execute said document.

## RECOMMENDED COUNCIL ACTION

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City has received a grant to replace the trail from Dewitt Rd to Ridgeway Avenue (Cedar Falls). This agreement will provide for the City of Cedar Falls to pay for their portion of the design/inspection and construction costs associated with the project.

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. Final Cedar Prairie Trail Agreement With Cedar Falls

**AGREEMENT FOR THE CEDAR PRAIRIE TRAIL REPLACEMENT PROJECT BETWEEN THE CITIES OF WATERLOO, IOWA, AND CEDAR FALLS, IOWA**

This Agreement, made and entered into this _____ day of _____, 2026, by and between the City of Waterloo, Iowa, (hereinafter referred to as Waterloo), and the City of Cedar Falls, Iowa, (hereinafter referred to as Cedar Falls) (collectively the Parties).

WHEREAS, Parties are municipal corporations organized and existing under the laws of the State of Iowa; and

WHEREAS, Parties find that cooperative action will be to their mutual advantage and will promote more efficient use of taxpayer resources; and

WHEREAS, Parties desire to improve an existing trail using an awarded Transportation Alternatives Set Aside grant (hereinafter referred to as Project ).

NOW THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to facilitate the joint exercise of the Parties respective powers to reconstruct a portion of an existing intercity recreational trail south of Ridgeway Avenue and North of Highway 20, more particularly described on the attached diagram, Exhibit A.

2. Duration. The duration of this Agreement shall be from the date of the execution of this agreement by the Parties to final audit and acceptance by the Iowa Department of Transportation, unless terminated earlier as provided herein.

3. Governance. Due to the nature of the Project, as well as the respective duties and obligations of the parties to the Agreement, no joint board responsible for administering the Agreement shall be necessary. Instead, the City Engineer for each party shall administer the Project within the jurisdictional limits of each party.

4. Duties and Responsibilities of the Parties for the Project.

A. Design of the Project. Waterloo has entered into an agreement with AECOM to design the project. Said company will complete the design documents to allow the Project to be let in strict compliance with Chapter 26 of the Code of Iowa. AECOM shall also provide estimated costs related to construction administration for the Project for the review and approval by both Cities. Prior to letting the Project, each of the Parties shall approve the final design of the Project.

B. Letting and Award of the Project. After both Parties have approved the final design of the Project, including specific items that will be listed as alternates, Waterloo shall put

the Project out to bid in strict compliance with Chapter 26 of the Code of Iowa. Once the bids are received and tabulated by Waterloo, Waterloo shall forward the same to Cedar Falls. Waterloo and Cedar Falls both have the right to reject or accept bids.

C. Financing of the Project. The grant referenced above, in the approximate amount of $380,000.00, shall be applied to construction costs of the Project. All Project costs in excess of the grant amount, including but not limited to design and inspection, shall be allocated between the parties based on the proportional Project distance within each city's jurisdiction, with approximately forty percent (40%) attributable to Cedar Falls and approximately sixty percent (60%) attributable to Waterloo, as further reflected in the Cedar Prairie Trail Estimate attached as Exhibit B. Waterloo shall advance all Project Costs. Project Costs shall include, but are not limited to, the costs of AECOM for Project design pursuant to Paragraph (4)(A) above, soil borings, testing and staking, civil engineering, construction, legal, and other professional services; provided, however, that Cedar Falls may elect, subject to available funding, to perform and fund its own construction-related services, including inspection. No acquisition of private property is expected for the Project at the time of this agreement. Both Parties agree that if acquisition is needed, each Party will be responsible for obtaining said property and the costs associated with the acquisitions will be borne by each Party respectively. No employee costs nor administrative costs of either party shall be considered Project costs and shall be considered the separate costs of the respective parties. Cedar Falls shall remit payment for its allocated share of Project Costs within forty-five (45) days of receipt of an invoice from Waterloo.

5. No Joint Obligation. The obligations of the Parties under this Agreement are several obligations and are not joint obligations.

6. Approvals. This Agreement is subject to each party obtaining approval for its participation in the Project by the governing body of each party.

7. Modification of the Agreement. The Parties acknowledge that from time to time it may be to their mutual advantage to modify the terms and conditions of this Agreement. No waiver, change, modification, or amendment to this Agreement shall be binding upon either party unless in writing and signed by the city engineer of each party. The waiver by any party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision or condition of this Agreement.

8. Notice. All notices, requests, claims, demands and other communications between the parties shall be in writing and sent by way of US mail or by email to the email address listed below, or hand delivered. If by mail notice shall be given by first class, registered or certified U.S. mail, postage prepaid. All notices shall be effective upon receipt, if notice is given by delivery in person or via email, or on the fifth day following mailing the other party at its respective address listed below:

| | |
|---|---|
| To Cedar Falls: David Wicke<br>220 Clay Street<br>Cedar Falls, Iowa 50613<br>david.wicke@cedarfalls.com | To Waterloo: Jamie Knutson<br>715 Mulberry Street<br>Waterloo, Iowa 50703<br>jamie.knutson@waterloo-ia.org |

9. Exhibits. All Exhibits are hereby incorporated into this Agreement by this reference as if fully set forth herein.

10. Termination for Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party specifying the reason(s) for termination, should the other party fail to substantially perform its duties and responsibilities in accordance with the terms of this Agreement, and through no fault of the party initiating the termination notice, and upon failure by the party notified to correct its lack of performance prior to the expiration of said thirty (30) day notice period.

11. Dispute Resolution. Prior to commencing litigation, in the event that any dispute should arise between the parties in connection with the performance of this Agreement, the parties agree to engage in non-binding mediation in accordance with the mediation rules of the American Arbitration Association. Each party shall be responsible for its own attorney fees and expenses incurred in relation to such mediation.

12. Hold Harmless and Indemnification. Each party agrees to hold harmless and indemnify the other party from any and all claims, demands, losses, liabilities or legal expenses, which are directly or indirectly caused by or related to any act or omission by the indemnifying party or any of its officials, employees, or agents, which might arise on account of injury to any person or damage to any property occurring in connection with the indemnifying party's performance under the terms of this Agreement.

13. Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent may be withheld in the absolute discretion of the non-assigning party.

14. Entire Agreement-Amendment. This Agreement contains the entire understanding between the parties and cannot be changed or terminated orally, but only by an agreement in writing signed by both parties.

15. Severability. If any provisions of this Agreement are declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

Dated this _____ day of _____, 2026.

CEDAR FALLS, IOWA

By:_____
Danny Laudick, Mayor

By:_____
Kim Kerr, City Clerk

Dated this _____ day of _____, 2026.

CITY OF WATERLOO, IOWA

By:_____
Dave Boesen, Mayor

ATTTEST:

_____
Kelley Felchle, City Clerk

Exhibit A

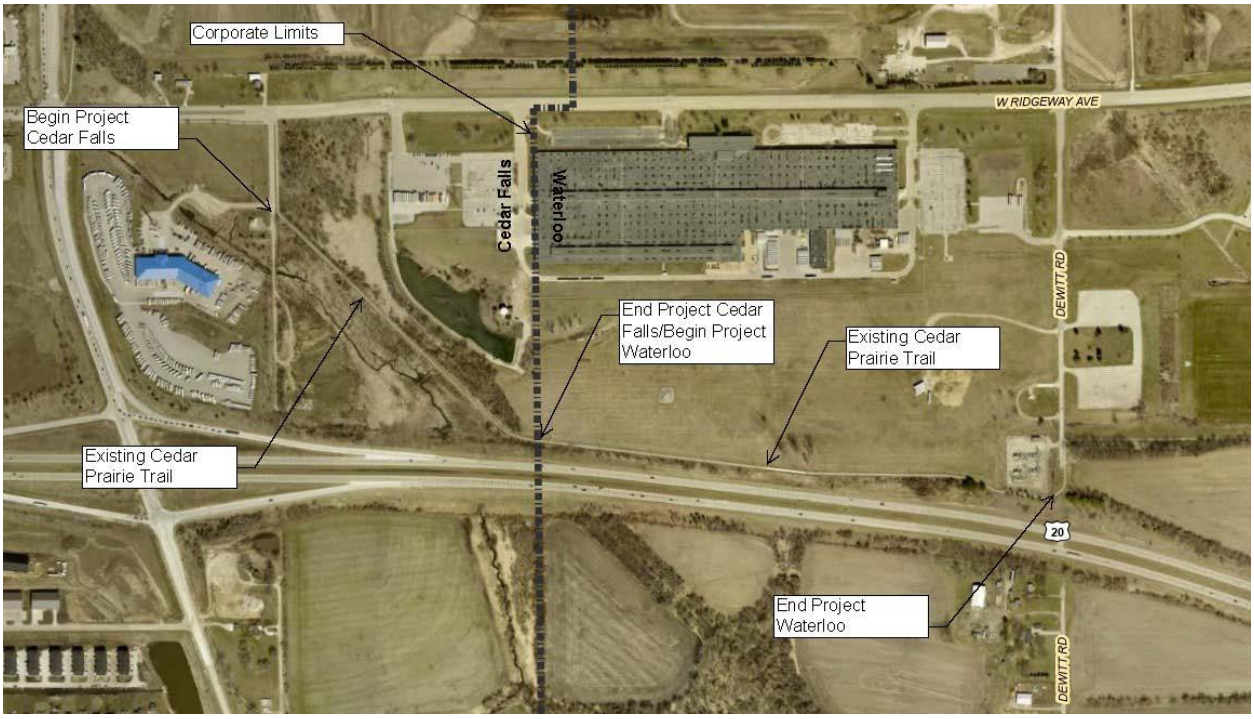

Corporate Limits
Begin Project
Cedar Falls
Cedar Falls
Waterloo
W RIDGEWAY AVE
DEWITT RD
End Project Cedar
Falls/Begin Project
Waterloo
Existing Cedar
Prairie Trail
Existing Cedar
Prairie Trail
20
End Project
Waterloo
DEWITT RD

Exhibit B

| **Cedar Prairie Trail Estimate** | | | |
|---|---|---|---|
| | | | |
| Construction Estimate* | $ 475,000.00 | | |
| Waterloo 60% of length, Approximate | | | |
| Cedar Falls 40% of length, Approximate | | | |
| | | | |
| Item* | Total | Waterloo | Cedar Falls |
| Preliminary Engineering (12%) | $ 58,100.00 | $ 34,860.00 | $ 23,240.00 |
| Construction (20%) | $ 95,000.00 | $ 57,000.00 | $ 38,000.00 |
| Construction Engineering (15%) | $ 72,000.00 | $ 43,200.00 | $ 28,800.00 |
| | | | |
| | $ 225,100.00 | $ 135,060.00 | $ 90,040.00 |
| | | | |
| *Final costs will be based on acutal lengths as determined through the design process. | | | |

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**

Jamie Knutson, City Engineer
Engineering Department

**MEETING DATE**

April 20, 2026

**AGENDA ITEM TITLE**

Resolution approving a Professional Services Agreement with AECOM, Inc., of Waterloo, Iowa, in an amount not to exceed $21,100.00, for engineering-related services to complete an application to submit for funding for the conversion and reconstruction of 5th and 6th Streets from Washington Street to Franklin Street, and authorizing the Mayor and City Clerk to execute said document.

**RECOMMENDED COUNCIL ACTION**

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

The City has applied for three years for a grant to reconstruct and convert 5th/6th Streets from one-way to two-way streets. The debrief the City received on our last application indicated the City was very close to receiving funding during the last cycle and the debrief reviewer encouraged the City to apply for the grant again. The City is applying for approximately $22 million of the $28 million anticipated cost of the project.

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

## LEGAL DESCRIPTION

## ATTACHMENTS

1. SA3 WAT 4th 5th 6th Streets Conversion

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com
319-232-6531 tel

**TRAFFIC ENGINEERING STUDY**
**5TH AND 6TH STREETS CONVERSION OF ONE-WAY COUPLETS TO TWO-WAY**

**CITY OF WATERLOO, IOWA**

**SUPPLEMENTAL AGREEMENT NO. 3**

WHEREAS, a Professional Services Agreement was entered into between the City of Waterloo (Client), 715 Mulberry Street, Waterloo, Iowa, and AECOM Technical Services, Inc. (ATS), 501 Sycamore Street, Suite 222, Waterloo, Iowa, dated December 21, 2020, for a traffic engineering study to convert the one-way couplets to two-way traffic on 4th Street and 5th Street from Six Corners to Randolph Street and on 5th Street and 6th Street from Randolph Street to near Barclay Street through downtown Waterloo; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 1 for assistance in the preparation of the United States Department of Transportation's (USDOT) Reconnecting Communities Pilot (RCP) Program Grant Application, dated July 30, 2024; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 2 for assistance in the preparation of the United States Department of Transportation's (USDOT) F25 Safe Streets and Roads for All (SS4A) Grant Application, dated July 17, 2025; and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 3 for assistance in preparation of the United States Department of Transportation's (USDOT) F26 Safe Streets and Roads for All (SS4A) Grant Application.

NOW THEREFORE, it is mutually agreed to amend the original Professional Service Agreement as follows:

## I. PROJECT DESCRIPTION

The professional services include development of an SS4A Grant Application consistent with the Notice of Funding Opportunity (NOFO), Assistance Listing # 20.939. The project elements are described in detail within the Downtown Comprehensive Safety Action Plan (CSAP) Amended June 2025.

The priority and initial step of the CSAP is the implementation of Phase I of the 5th and 6th Streets Conversion Project (Project). Phase 1 will convert the 5th and 6th Streets Corridor couplet, a pair of parallel one-way streets that carry traffic in opposing directions, into two-way streets and provide additional safety improvements in Downtown Waterloo from EB Washington Street to just northeast of Barclay Street, as well as intersection safety improvements near the corridor at 4th and South Street. The implementation of this improvement project will provide the framework for other recommendations identified within the CSAP. As discussed in the CSAP, the other recommendations build on the implementation of the 5th and 6th Streets Conversion Project.

## II. SCOPE OF SERVICES

ATS will update the 2026 application narrative, carry out supporting analytics, have the application graphics and map(s) (as needed), update required forms, coordinate with the City on an updated letter of support template to send to elected officials, other sponsors and community supporters of the Project, coordinate with the City on a local match funding commitment letter, and provide general assistance with the submission process.

ATS will coordinate the grant application's development with the City team to verify required materials are obtained and that aspects of project delivery are efficiently and effectively communicated. Weekly coordination meetings will be supplemented by ad hoc communication between ATS and the

City. The 2025 SS4A application will repurpose information to the extent applicable to meet the 2026 SS4A Notice of Funding Opportunity (NOFO) requirements, including addressing current federal administration priorities and funding selection criteria. The application will be developed as per the NOFO and will include required and optional appendices (e.g., standardized forms, letters of support, financial commitment letter) to support the application.

In consultation with the City, ATS will also complete the required Key Information Table; Supplemental Budget; Federal Standard Forms including the SF-424, SF-424C (construction budget), SF-424D (Assurances for Construction Programs), and SF-LLL (Disclosure of Lobbying Activities); and the Self-Certification Eligibility Worksheet.

The City will be responsible for circulating and collecting letters of support for the application, a signed financial commitment letter, and submitting the application via Valid Eval by May 26, 2026 (5:00 PM EDT).

The ATS team will deliver a draft version of the application narrative in Word format to the City. Following the receipt of comments from the City, ATS will make necessary revisions, with a final version provided to the client with supporting appendices before submission for final review. Grant support staff will update graphics and, GIS mapping, and provide formatting services for the narrative document during the draft and final versions for client review. Project deliverables will undergo a review by the discipline manager and technical editor. A QA/QC review helps assure the deliverable meets approach and client requirements. Project tracking and cost controls will be undertaken for this project as well.

**Task 1 – Grant Application Coordination**
**Task 2 – Narrative and Other Application Materials Development**
**Task 3 – Application Graphics, Maps, and Formatting**
**Task 4 – Quality Control and Assurance**
**Task 5 – Project Administration and Meetings**

## III. COMPENSATION

Compensation for the above services will be on an hourly basis in accordance with Part VI of the original agreement and shall be integrated with the fees in the original agreement and Supplemental Agreement Nos. 1 and 2. The estimated fee is Twenty-One Thousand One Hundred Dollars ($21,100.00) and will not be exceeded without authorization from the Client.

**IV.** In all other respects, the obligations of the Client and the Consultant shall remain as specified in the Professional Services Agreement dated December 21, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 3 as of the dates shown below:

| **APPROVED FOR CITY OF WATERLOO** | **APPROVED FOR AECOM TECHNICAL SERVICES, INC** |
|---|---|
| By:_____ | By: Michelle M. Sweeney |
| Printed Name: David Boesen | Printed Name: Michelle M. Sweeney, PE, PTOE |
| Title: Mayor | Title: Associate Vice President |
| Date:_____ | Date: 04/13/2026 |

L:\Secure_DCS\Administration\AGREE\SUPPLE\SA3 WAT 4th 5th 6th Streets Conversion.docx

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with AECOM, Inc., of Waterloo, Iowa, in an amount not to exceed $159,800.00 for design-related services in conjunction with upgrades to the Edwards Street Stormwater Lift Station, and authorizing the Mayor and City Clerk to execute said document.

## RECOMMENDED COUNCIL ACTION

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Iowa Department of Transportation reconstructed Hwy 63 a number of years ago and switched from an underground crossing of the railroad tracks to an overhead crossing of the railroad tracks. As part of that work, IDOT has kept the existing de-watering system inplace and running to assure that homes and businesses in the area are not impacted. The IDOT de-watering system is pumped into the existing Edwards Street stormwater lift station that is owned by the City of Waterloo. This agreement will provide for AECOM to complete the design of upgrades to the stormwater lift station. There will be a forthcoming agreement with the IDOT for them to contribute $710,000 towards the design and construction of the upgrades to the Edwards Street lift station.

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. WAT Edwards Stormwater Pumping Station

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-439-3089 fax

# EDWARDS STREET PUMPING STATION REHABILITATION
# STORM SEWER IMPROVEMENTS

## CITY OF WATERLOO, IOWA

## PROFESSIONAL SERVICES 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 Liability including third party Bodily Injury and Property Damage Liability and Contractual Liability insurance in a limit of One Million Dollars ($1,000,000) each occurrence and in the aggregate.

(c) Business Auto Liability Insurance (owned, non-owned or hired) in a combined single limit of One Million Dollars ($1,000,000).

ATS agrees to include CLIENT as Additional Insured on the Commercial General Liability and Business Auto Liability policies, but only to the extent of ATS's negligence under this agreement and only to the extent of the insurance limits specified herein.

(d) 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 Fifty-Nine Thousand Eight Hundred Dollars ($159,800.00) and will not be exceeded without authorization from the Client.

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 TECHNICAL SERVICES, INC.** |
|---|---|
| By:_____ | By: Michelle M. Sweeney |
| Printed Name: David Boesen | Printed Name: Michelle M. Sweeney, PE, PTOE |
| Title: Mayor | Title: Associate Vice President |
| Date:_____ | Date: 04/13/2026 |

**EDWARDS STREET PUMPING STATION REHABILITATION**
**STORM SEWER IMPROVEMENTS**

**CITY OF WATERLOO, IOWA**

**EXHIBIT A**

## I. PROJECT DESCRIPTION

The City of Waterloo is planning to rehabilitate the existing Edwards Street Stormwater Pumping Station. The existing station is a wet pit plus dry pit type stormwater pumping station constructed in 1962. This pumping station was originally designed to remove stormwater from a roadway underpass built to allow a railroad crossing over Highway 63 North. Since that time, Iowa Department of Transportation (IDOT) changed the railroad crossing from a roadway underpass to an overpass. With the new roadway configuration, this pump station is still needed to handle stormwater and maintain groundwater suppression in the area.

The original design of the pumping system currently in service consists of two (2) centrifugal pumps mounted on the base of the dry pit. The pumps are connected by long shafts to vertical turbine motors located on the ground level floor of the pumping station. A 16-inch diameter force main (approximately 104 feet in length) is used to convey groundwater from the pumping station to the Virden Creek conduit storm sewer located west of the Edwards Street Stormwater Pumping Station. The pumping station is not equipped with an emergency generator or the ability to connect to a portable emergency generator. The existing pumps, controls, ventilation system, access hatches and stairways need replacement and are beyond their useful life. The existing concrete and steel structural components need spot repairs.

The project consists of preparing plans, specifications and contract documents for the rehabilitation of the Edwards Street Stormwater Pumping Station. It is proposed that the useful life and reliability of the Station be extended by performing repairs to the existing wet well and dry pit structures and replacing the existing pumping system. The rehabilitation process will restore structural soundness to the wet well and dry pit and improve the accessibility within the dry pit to work on the pumps and maintain equipment. Existing shaft driven pumps will be removed and replaced with two (2) dry pit submersible pumps. The ventilation system (HVAC) will be replaced and upgraded. The stairs and access platforms will be redesigned and replaced. The existing control building will be replaced with a prefabricated building. A pump retrieval system will be added. The entire electrical and controls system will be upgraded with radar level transmitters, SCADA upgrade, and alarms. Modifications will also include electrical connections for a portable generator.

## II. SCOPE OF SERVICES

The Scope of Services to be performed shall be completed in accordance with generally accepted standards of practice. AECOM Technical Services (ATS) will utilize Statewide Urban Design and Specifications (SUDAS) and engineer-provided technical specifications for this project, along with applicable standards and technical modifications by the Engineering and Waste Management Services (WMS) departments. The Scope of Services is further defined with the following:

**Phase I - Design and Bidding Phase Services**

**Task 1 - Project Management Progress Meetings / Kickoff Meeting.** With the Engineering and WMS departments and ATS staff, a kickoff meeting will be conducted to discuss scope of project, objectives and goals. ATS staff will also attend progress meetings, as needed, where updates on the project design will be presented to City staff.

**Task 2 - Survey and Data Collection.** ATS will acquire available data for the Edwards Street Stormwater Pumping Station site. This will include gathering aerial photography, available topographic data, and utility location mapping information to develop a base map of the project location. ATS will establish horizontal and vertical control and perform a topographic survey for the project area. "One Call" will be contacted to locate utilities. Marked field locations of utilities will be surveyed. ATS has the right to rely on the utility locates marked by others.

**Task 3 - Obtain Soil Boring.** ATS will propose a location for a soil boring at the Edwards Street Stormwater Pumping Station. ATS will work with a professional geotechnical firm to conduct the soil boring and provide geotechnical report of the findings. Terracon Consultants, Inc., will complete the geotechnical work for this project.

**Task 4 - Right-of-Way Review.** ATS will review City, county and state records pertaining to the survey location. Property lines, right-of-way lines and ownership of properties will be incorporated into the base mapping for the Edwards Street Stormwater Pumping Station site.

**Task 5 - Preliminary Design Drawings.** Drawings will be developed showing base mapping, existing site features, known utilities, proposed sanitary sewer locations, and existing ground contours. The following design details are unique to this project and are to be included:

a. This project will need to be coordinated to provide continuous service (bypass pumping) of the storm and groundwater system during construction. Temporary pumping diversion of storm and ground water will likely be required during some periods of construction. Information about this temporary diversion will be included in the design.

b. Details will be included in the plan set for structural repairs, access stairs and landings, pump retrieval systems and the prefabricated building.

c. A new ventilation (HVAC) system will be designed for the dry well.

d. The electrical and control systems with be upgraded for the Station. The details will include panels for the new pumping system, radar level transmitters and backup float systems, SCADA upgrade, alarm systems, and electrical connections to tie on to portable generator.

**Task 6 - Preliminary Design Meeting.** ATS will meet with the Engineering and WMS departments and review a preliminary plan set. Key design items will be discussed; and based on feedback, a list of alterations will be made for the final design.

**Task 7 - Final Plans and Specifications.** Final plans and specifications will be developed incorporating comments received by the Engineering and WMS departments. Plans will include cover sheet, general notes, pumping station design (including pumping systems, structural, electrical, controls, and HVAC), and details as necessary. Specifications will include contract documents incorporating requirements from the Engineering and WMS departments. SUDAS specifications will be referenced, along with engineer-provided technical specifications as needed.

**Task 8 - Engineer's Opinion of Probable Cost.** An Engineer's Opinion of Probable Cost will be developed for the project.

**Task 9 – Iowa Department of Transportation Work in ROW Permit Application.** ATS will prepare necessary permit applications for work in US Highway 63 ROW.

**Task 10 – Notice of Stormwater Discharge NPDES Permits.** ATS will prepare permit application for this project that will be covered under the State of Iowa General Permit No. 2.

**Task 11 - Stormwater Pollution Prevention Plan.** Stormwater Pollution Prevention Plan (SWPPP) will be prepared.

**Task 12 - Preparation and Distribution of Contract Documents.** Prepare contract documents for distribution to plan rooms and potential bidders.

**Task 13 - Respond to Bidders Questions.** Respond to questions that bidders may have regarding the project. Prepare addenda as needed for project.

**Task 14 - Bidding Assistance.** Attend bid opening, secure contracts, bonds and certificates of insurance, review bids, prepare bid tabulation and make a recommendation to the Engineering and WMS departments.

**Phase II - Construction-Related Services**

The scope of construction-related services will be determined at the time the services are needed and defined under a future amendment. Construction-related services include construction staking, on-site field review, materials testing, contract administration during construction and right-of-way staking.

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving Supplemental Agreement No. 2 with McClure Engineering, in the amount of $140,550.00, in conjunction with the FY 2026 Dakota Drive Extension, Contract No. 1129, and authorizing the Mayor to execute said document.

## RECOMMENDED COUNCIL ACTION

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

This additional design work was required to adjust for:

1. Conceptual development for data center concepts on the south end of the site
2. Additional application for Iowa DOT RISE funding, which resulted in an **additional $700,000** grant from the IDOT for road construction
3. Additional topographic survey for project east of previous limits (Wolfe parcels)
4. Additional geotechnical exploration of roadways and grading outside previous limits
5. Design and construction documents for:
    a. **Mass Grading**: Additional 60 AC south of the original project area
    b. **Regional Detention:** Approximately 6 AC of wet bottom regional detention pond south of Lanehaven Way
    c. **Wolfe Lane:** extended south an additional ~1,300 LF south. Scope includes design of roadway section, storm sewer, sanitary sewer, and water main.
    d. **Temeyer Circle:** added north of Dakota ~600 LF. Scope includes design of roadway section, storm sewer, sanitary sewer, and water main.

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. Amendment_02_2026-04-02

# AMENDMENT 02
## TO THE AGREEMENT FOR CONSULTING SERVICES

**McCLURE ENGINEERING COMPANY**

Project Name: Dakota Drive Construction Project

Project Number: 2024000966-000

Project Manager: Matt Allender

This Amendment, is made on the 2nd day of April, 2026, by and between McClure Engineering Company, of Clive, Iowa, (herein referred to as "CONSULTANT") and the City of Waterloo (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

DAKOTA DRIVE CONSTRUCTION PROJECT

1. This Amendment is associated with additional Basic Services of the Dakota Drive Construction Project.
2. This Amendment authorizes the **CONSULTANT** and establishes fees for the phases stated within Exhibit C.
3. This Amendment modifies the **CONSULTANT**'s compensation for Basic Services to $579,090.00.

| Attached Exhibits | | Included | Included in Original | Not Included |
|---|---|---|---|---|
| Exhibit 'A' | Standard Terms and Conditions | ☐ | ☒ | ☐ |
| Exhibit 'B' | Hourly Rate Schedule | ☐ | ☒ | ☐ |
| Exhibit 'C' | Detailed Scope of Work | ☒ | ☒ | ☐ |
| Exhibit 'D' | Subconsultant(s) Contract | ☐ | ☐ | ☒ |
| Exhibit 'E' | Owner's Responsibilities to Consultant | ☐ | ☒ | ☐ |
| Exhibit 'F' | Duties and Responsibilities of RPR | ☐ | ☐ | ☒ |
| Exhibit 'G' | Drawing Depicting the Project | ☒ | ☒ | ☐ |
| Exhibit 'H' | Construction Item List Cost Estimate | ☐ | ☐ | ☒ |
| Exhibit 'I' | Regulatory Requirements | ☐ | ☐ | ☒ |

**OWNER: City of Waterloo**

By: _____

Title: _____

**CONSULTANT: McClure Engineering Company**

Signed: Scott Porter

Title: Vice President

# EXHIBIT C

**McCLURE ENGINEERING COMPANY**
DETAILED SCOPE OF WORK
Dakota Drive Construction Project

ADD sub article (M) with the following:

## II) BASIC SERVICES

### M) AMENDMENT 2 SERVICES

1. Conceptual development for data center concepts on the sound end of the site
    a. Lot layouts, road layouts, utility routing, funding packages

2. Additional application for Iowa DOT RISE funding
    a. December 2025 submittal for data center access

3. Additional topographic survey for project east of previous limits (Wolfe parcels)
    a. Drone survey of additional ground to tie in Phase 1 grading and drainage to the existing water way

4. Additional geotechnical exploration of roadways and grading outside previous limits
    a. Wolfe Lane south of previous limits and all grading south of existing limits

5. Design and construction documents for:
    a. **Mass Grading**: Additional 60 AC south of the original project area
    b. **Regional Detention:** Approximately 6 AC of wet bottom regional detention pond south of Lanehaven Way
    c. **Wolfe Lane:** extended south an additional ~1,300 LF south. Scope includes design of roadway section, storm sewer, sanitary sewer, and water main.
    d. **Temeyer Circle:** added north of Dakota ~600 LF. Scope includes design of roadway section, storm sewer, sanitary sewer, and water main.

6. Removal of **Task 901 - Fiber Design** scope, as Waterloo Fiber will deliver independently

REPLACE article (III) with the following:

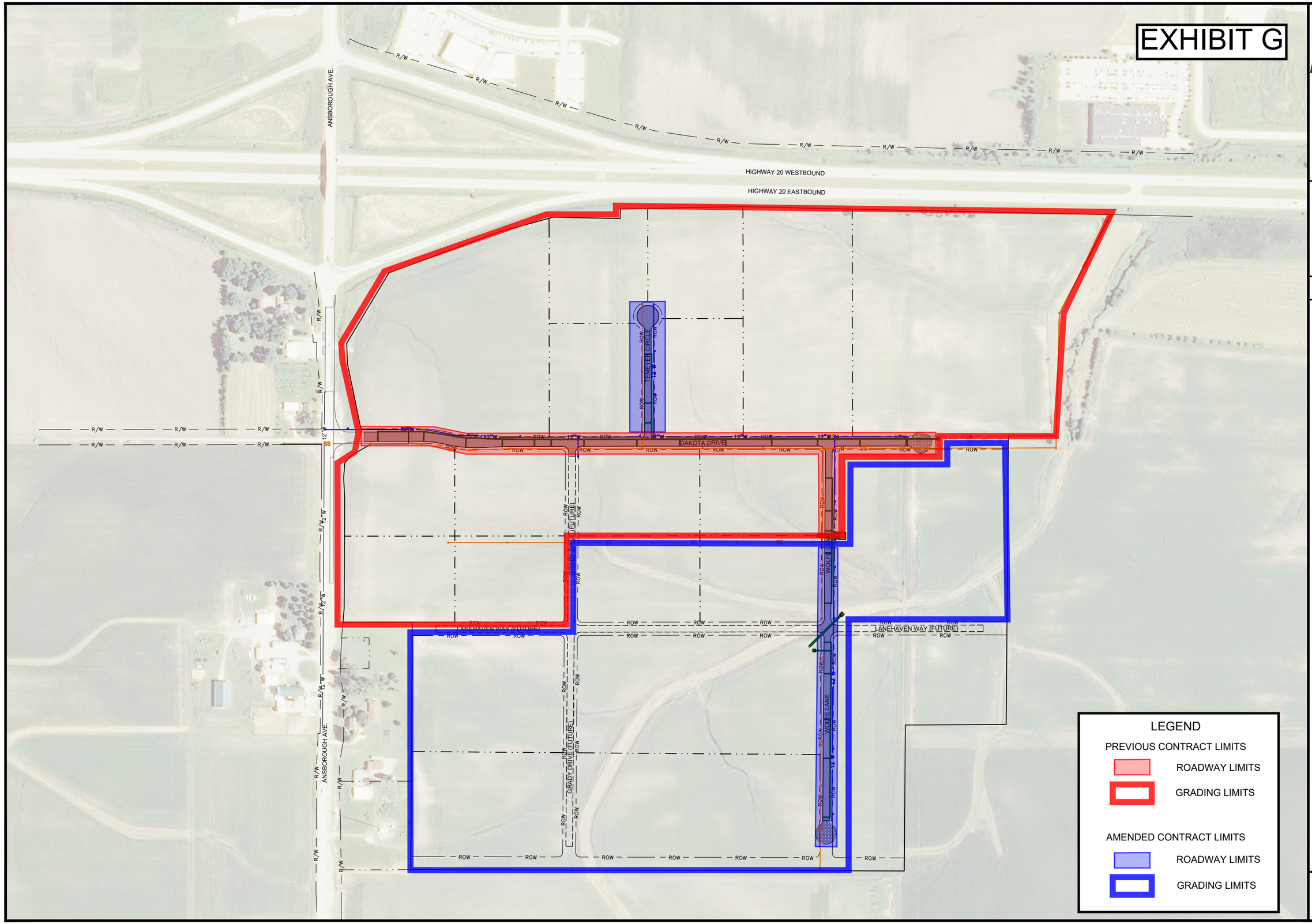
## III) FEES:

The fees for Engineering Services shall be as described below:

### A) BASIC SERVICES:

| PROJECT FEE | | AMENDMENT 02 | PREVIOUS CONTRACT AMOUNT | AMENDED CONTRACT AMOUNT |
|---|---|---|---|---|
| PHASE 200 - EXISTING CONDITIONS | | | | |
| 213 | T&E Habitat Review | $0.00 | $6,000.00 | $6,000.00 |
| PHASE 300 - FUNDING | | | | |
| 301 | Funding Application/Procurement | $8,710.00 | $9,250.00 | $17,960.00 |
| PHASE 400 - PRELIMINARY DESIGN | | | | |
| 401 | Preliminary Design and Plans | $0.00 | $105,840.00 | $105,840.00 |
| 402 | Preliminary Plat | $8,450.00 | $54,380.00 | $62,830.00 |
| PHASE 500 - FINAL DESIGN | | | | |
| 501 | Final Design | $110,180.00 | $168,765.00 | $278,945.00 |
| PHASE 600 - CONSTRUCTION ADMINISTRATION | | | | |
| 602 | Advertising, Bidding, Contract Award | $0.00 | $7,350.00 | $7,350.00 |
| PHASE 700 - SURVEY SERVICES | | | | |
| 712 | Acquisition Plats, Easements, & Exhibits | $0.00 | $3,000.00 | $3,000.00 |
| 735 | Prelim Design Survey | $4,500.00 | $4,355.00 | $8,855.00 |
| PHASE 850 - PROJECT MANAGEMENT | | | | |
| 851 | Project Management and Coordination | $8,860.00 | $54,820.00 | $63,680.00 |
| PHASE 900 - ADDITIONAL SERVICES | | | | |
| 901 | Fiber Design | -$8,350.00 | $8,350.00 | $0.00 |
| PHASE 950 - MISC FEE AND EXPENSES | | | | |
| 951 | Geotechnical Borings (Subconsultant) | $8,200.00 | $14,730.00 | $22,930.00 |
| 970 | Reimbursable Permit and Publication Fees | $0.00 | $1,700.00 | $1,700.00 |
| | Total Fee | **$140,550.00** | **$438,540.00** | **$579,090.00** |

# EXHIBIT G




LEGEND

PREVIOUS CONTRACT LIMITS
- ROADWAY LIMITS
- GRADING LIMITS

AMENDED CONTRACT LIMITS
- ROADWAY LIMITS
- GRADING LIMITS


McCLURE™

1535 SW Market Street, Suite 200
Ankeny, Iowa 50023
P 515-512-1361

Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA

Macon,MO | Columbia,MO
North Kansas City,MO

Lenexa, KS



NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.


IOWA CERTIFICATE OF AUTHORITY NO. 26887

N

0 200 400

REVISIONS

PROJECT INFO
2024000966

| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| MLA | BAV | CFF |

SOUTH WATERLOO BUSINESS PARK
PHASE 1
CITY OF WATERLOO, IOWA

OVERALL PROJECT LAYOUT

T:\2024000966\04-DRAWINGS\DWG\PLANSVA.03.DWG

DRAWING NO.
A.03

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

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

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving a Development Agreement with Dellatan Asset Acquisition, LLC, for a phased development, including a $5,000.00 infill incentive grant for each residential unit created, for a total of up to $60,000.00 in infill incentive grants, refunding the purchase price of $5,000.00 for the purchase of each phase, for a total refund of $10,000.00, and a Minimum Assessment Agreement for the construction of no fewer than twelve new single-family homes, located near 918 and 919 Newell Street, and authorizing the Mayor and City Clerk to execute said document.

## RECOMMENDED COUNCIL ACTION

Approval.

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving a Development Agreement with Dellatan Asset Acquisition, LLC, for a phased development, including a $5,000.00 infill incentive grant for each residential unit created, for a total of up to $60,000.00 in infill incentive grants, refunding the purchase price of $5,000.00 for the purchase of each phase, for a total refund of $10,000.00, and a Minimum Assessment Agreement for the construction of no fewer than 12 new single-family homes, located near 918 and 919 Newell Street, and authorizing the Mayor and City Clerk to execute said document.

The Phase I property at the northeast corner of Newell and Warneka Streets has already been conveyed to the company through a previous development agreement, and the company will have the Phase II land conveyed to them upon substantial completion of the Phase I improvements.

The Minimum Assessment Agreement requires that Minimum Actual Value shall not be less than $130,000.00 for each lot with a new dwelling built upon it in Phase I. If the company completes the Phase I improvements, there is a condition that the company execute an additional Minimum Assessment Agreement for the Phase II property.

## NEIGHBORHOOD IMPACT

The project would bring residential development to vacant lots that the City has owned for over 8 years.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

Infill Housing/Nuisance Bonds.

## ALTERNATIVE ACTION

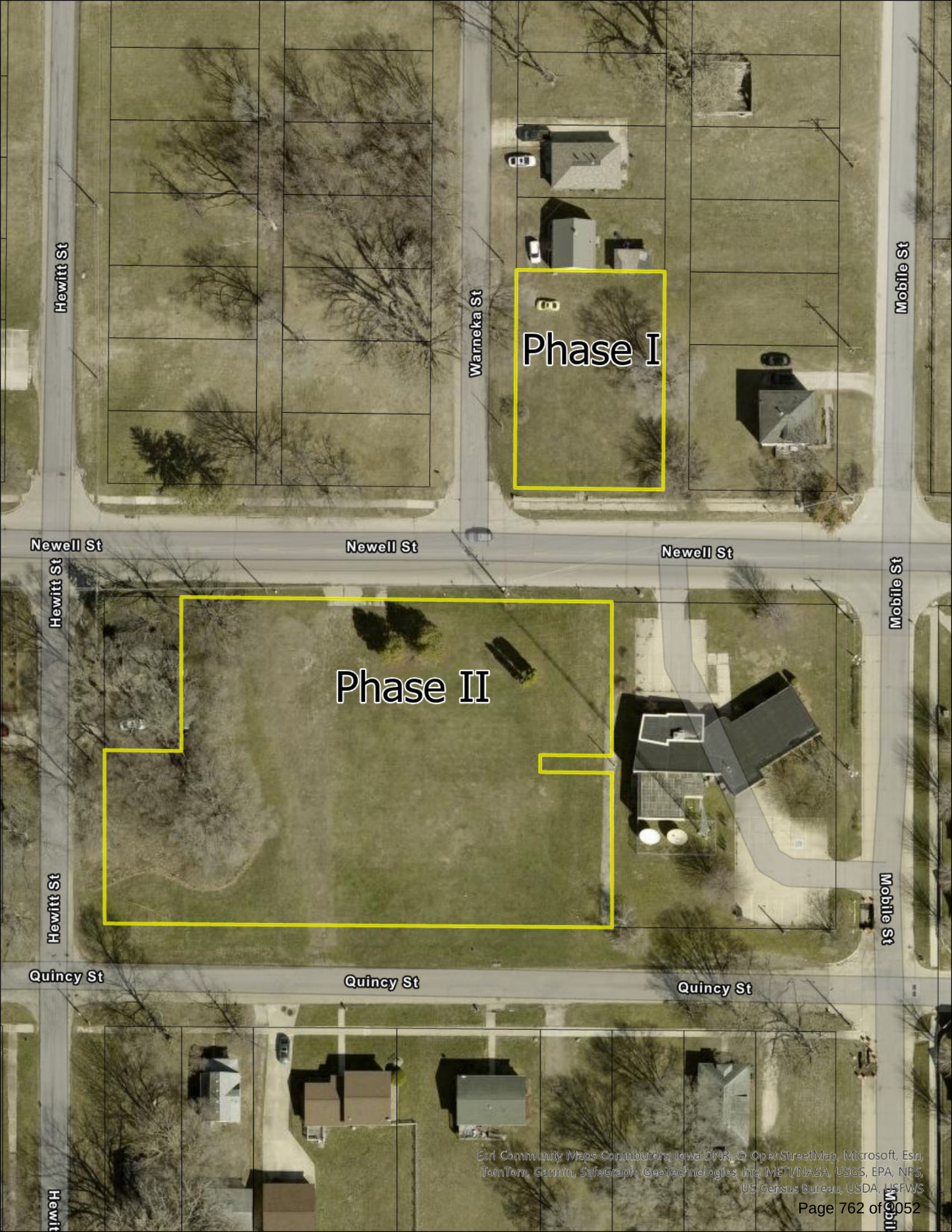
## LEGAL DESCRIPTION

Phase I:
Lots Nos. 10, 11 and 12 in Block No. 1 in Warneka's Addition to the City of Waterloo, Iowa.

Phase II:
Lots 2 through 7, inclusive, and lots 14 through 20, inclusive, and all of the vacated alley in Block 2 lying between lots 1 through 6 and lots 15 through 20, all in Block No. 2 in "Rose Hill Re-Plat," Waterloo, Iowa.

## ATTACHMENTS

1. Aerial Map
2. Dellatan Asset Acquisition - DA_MAA - 4.2026


Hewitt St
Warneka St
Mobile St
Phase I
Newell St
Newell St
Newell St
Hewitt St
Mobile St
Phase II
Hewitt St
Mobile St
Quincy St
Quincy St
Quincy St
Esri Community Maps Contributors, Iowa DNR, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Preparer: Austin J. McMahon, 222 1st St. E., Independence, IA 50644 319-334-4488
*After recording, return to Community Planning & Development, 715 Mulberry Street, Waterloo, IA 50703.*

# DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into as of _____, 2026, by and between Dellatan Asset Acquisition, LLC ("Company"), and the City of Waterloo, Iowa ("City").

## RECITALS

A. Company is the owner of real property identified as Parcel Nos. 891313459-022, 891313459-023 (the "Phase 1 Property"), as described in the attached Exhibit A, and City is the owner of Parcel No. 8913-24-203-003 (the "Phase 2 Property"), as described in the attached Exhibit A (collectively, the "Project Property"). Company desires to undertake a project on the Project Property and is willing and able to finance and construct no fewer than 12 single-family dwellings and/or twin homes and related improvements thereon.

B. City considers affordable housing 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 to encourage that goal. City believes that such development is in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the Projects (defined below) have been undertaken and are being assisted.

## AGREEMENT

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

1. **Prior Conveyance of Property; Possibility of Reverter Retained and Incorporated.** Pursuant to a Development Agreement entered into between the parties, dated September 16, 2024, and recorded as Doc. No. 2024-21040 with the Black Hawk County Recorder, the City conveyed Lots No. 10, 11 and 12 in Block No. 1 in Warneka's Addition (Phase 1 Property) to Company by Quit Claim Deed, dated September 16, 2024, and recorded as Doc. No. 2024-21040 with the Black Hawk County Recorder. Said Development Agreement and Quit Claim Deed granted the City a reversionary right to the aforementioned real estate in the event of a default or breach of the obligations set forth in the Development Agreement. The parties acknowledge and agree that the reversionary interests granted in the prior Development Agreement and Quit Claim Deed are incorporated into this instant Development Agreement as though fully set forth herein such that, in the event of a breach or default of the terms of this instant Development Agreement, the City shall become entitled to title to the aforementioned property.

2. **Sale of Phase 2 Property.** Upon the substantial completion of the Phase 1 Improvements in accordance with the terms of this Agreement, and upon entering into an additional Minimum Assessment Agreement for the Phase 2 Property, City shall convey the Phase 2 Property to Company for the sum of $5,000.00 to Company under the same terms as provided above for the Phase 1 Property.

2. **Phased Development; Improvements.** The parties contemplate that Company will develop the Project Property in phases, to include the Project elements described below and subject to development of more detailed plans for each phase at one or more future dates. Company acknowledges that it has had a reasonable opportunity to inspect the Project Property and to conduct other due diligence related to the Project. Company agrees to accept the Project Property in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of the Project Property, its marketability, or its fitness for any particular purpose. Corresponding as necessary or appropriate with each phase of development, at its own cost Company shall:

(a) Take all measures necessary to prepare the Project Property for development; at its option, replat either or both phases of the Project Property to suit its needs for construction of the Improvements;

(b) Substantially complete construction to a finished state no fewer than two (2) single-family dwellings on the Phase 1 Property, including construction of garages, driveways, and sidewalks for each dwelling, as well as related landscaping and the extension and connection of water, sewer, telephone/telecommunications, electricity, gas and other utility services ("Phase 1 Improvements");

(c) To the extent that the Phase 1 Improvements are substantially completed in accordance with the terms of this Agreement, substantially complete construction

to a finished state no fewer than **ten (10)** single-family dwellings on the Phase 2 Property, including construction of garages, driveways, and sidewalks for each dwelling, as well as related landscaping and the extension and connection of water, sewer, telephone/telecommunications, electricity, gas and other utility services ("Phase 2 Improvements")

(d) Remove all construction debris and ensure proper grading, leveling, or shaping of groundscape, and grass as appropriate.

(Construction and finishing as so described in each the foregoing clauses are referred to collectively as the "Improvements").

The Improvements shall be constructed to achieve an assessed value of no less than $130,000.00 for each dwelling, shall be constructed in accordance with the terms of this Agreement and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. 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 be undertaken and completed by Company under this Agreement are collectively referred to as the "Project."

Improvements completed within the schedule established by Section 5 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.

4. **Construction Plans.** Company agrees that it will cause the Improve-ments to be constructed on the Property in conformance with construction plans (the "Plans") submitted to the City, which Plans shall be subject to approval as provided in this Section. 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. Home designs are attached hereto as Exhibit "B."

City shall approve the Plans in writing if: (a) the Plans conform to the terms and conditions of this Agreement; (b) the Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (c) the Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (d) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the 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 are not as detailed or complete as the plans otherwise required for the issuance of a building permit. Approval of Plans hereunder shall not constitute approval for any other City purpose nor subject the City to any liability for the Improvements as constructed.

The 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 Plans in whole or in part, Company shall submit new or corrected 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 Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Plans shall continue to apply until the Plans have been approved by the City; provided, however, that in any event Company shall submit Plans which are approved by City prior to commencement of construction of the Improvements. Approval of the 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 by City be deemed to constitute a waiver of any Event of Default.

5. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to cause the Project to be undertaken and to construct the Improvements in a timely manner constitutes a material inducement for the City to extend the incentives provided for in this Agreement, and that without said commitment City would not have done so.

A. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction of the Improvements for the Phase 1 Improvements within three (3) months of the date of this Agreement ("Phase 1 Commencement Deadline"). Company shall substantially complete the Phase 1 Improvements within eight (8) months of the Phase 1 Commencement Deadline. In the event that the Phase 1 Improvements are substantially completed in accordance with the terms of this Agreement, then Company must obtain a building permit and begin construction of the Phase 2 Improvements within four (4) months of the date that the Phase 2 Property is conveyed to Company ("Phase 2 Commencement Deadline"). Company shall substantially complete the Phase 2 Improvements within fourteen (14) months of the Phase 2 Commencement Deadline. For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that any Project element of such phase for which no permit was necessary has been completed to the City's reasonable satisfaction.

B. If Company has not begun construction of the Improvements before the applicable Phase Commencement Deadline, City may terminate this Agreement, and title to uncompleted areas of the Project Property shall revert to City, and City shall have no further obligation hereunder with respect to such Project including but not limited to any legal or equitable obligation to reimburse Company for any costs expended by Company with respect to the Project, or to compensate Company for any value added to the Project Property by any Improvements, or to refund the Purchase Price in whole or in part. If construction 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 applicable phase completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. If construction is not completed within the allowed period of extension, the City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of any phase of the Improvements. Any additional or longer time extensions will require consent of the City Council. As promptly as possible, Company shall notify City in writing of the occurrence of any Unavoidable Delay and shall again notify City in writing when the Unavoidable Delay has ended.

C. City may terminate this Agreement as set forth in Section 17, in which case title to the Project Property shall revert to City, and City shall have no further obligation hereunder with respect to such Project, nor any duty to compensate Company for any work or materials provided before the termination date or for the added value of any Improvements completed or partially completed. Termination of this Agreement by City, and any related reverter of title obligations, shall not apply with respect to any area on which Improvements have been Substantially Completed or substantial progress toward completion is being made in City's reasonable judgment (the Project Property other than such excepted area(s) being the "Undeveloped Property"). In the event of any termination, City shall have no further obligations under this Agreement with respect to the Undeveloped Property.

D. If Company determines at any time that the Project, in whole or in part, is not economically feasible, then after giving thirty (30) days' advance written notice to City, Company may convey the Undeveloped Property to City by special warranty deed, free and clear of any lien, claim, or encumbrance arising by or through Company, and thereupon neither party shall have any further obligation under this Agreement with respect to the Undeveloped Property, except as expressly provided. In connection with any conveyance to City, Company shall pay in full, so as to discharge or satisfy, all liens, claims, charges, and encumbrances on or against the Undeveloped Property or any part thereof.

6. **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 reverted Project Property that is free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the reverted Project Property. In connection with any reverter of title, Company shall not be entitled to a refund of the Purchase Price. ***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 after written demand by City, then on Company's behalf and as its attorney-in-fact City shall be authorized, but not required, to execute and record 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.

The parties acknowledge and agree that, in the event of a default and/or termination of this Agreement, the City shall be entitled to ownership and title of the Project Property, and in the event of a default and/or termination of this Agreement, Company shall convey the Project Property to the City at no cost to the City, and in the event of Company's failure to voluntarily convey the Project Property, then Company agrees that City is entitled to act pursuant to the attorney-in-fact language set forth above to effectuate the conveyance to City.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, cost, expense, liability or injury made, suffered, or incurred as a result of or in connection with the Project, or Company's failure to carry on or complete same, or any Lien or Liens on or against the reverted Project Property of any type or nature whatsoever that attaches to the reverted 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.

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. **Incentives.** The incentives described in the following subsections of this Section 8 are in addition to the other Project incentives extended by City to Company hereunder.

A. Infill Grant. As provided in the City's infill housing policy, City will pay a grant of $5,000.00 to Company for timely completion of each dwelling unit of the Improvements. Each such grant will be payable within sixty (60) days after City has verified that a given dwelling has been Substantially Completed.

B. Refund of Purchase Price. With respect to each phase, City will refund the Purchase Price to Company within ninety (90) days after all of the Improvements for that phase have been Substantially Completed.

C. Partial Tax Exemption. Because the Property is located in a designated Consolidated Urban Revitalization Area (CURA), the Property is eligible for tax exemption consistent with and to the extent provided for in Iowa law and City ordinance, provided that Company or its successor in title meets all requirements to qualify for such exemption.

9. **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 Phase 1 Property and Phase 2 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 C, it will not seek or cause a reduction in the taxable value for the **Phase 1 Property** as improved pursuant to this Agreement, which shall be fixed for assessment purposes, at a value equal to $130,000.00 multiplied by each dwelling that is constructed on the Phase 1 Property, which is $260,000.00, and each tax parcel or lot shall not have a taxable value less than $130,000.00 (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 legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

For clarification, the aggregate Minimum Actual Value for the Phase 1 Property shall not be less than $260,000.00, and each tax parcel or lot on which a new dwelling unit is constructed shall not have a Minimum Actual Value less than $130,000.00. The Company acknowledges that this Minimum Actual Value will be binding on future owners until termination of the MAA.

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

In the event that Company substantially completes the Phase 1 Improvements, Company's purchase of the Phase 2 Property shall be conditioned upon Company executing an additional Minimum Assessment Agreement for the Phase 2 Property.

10. **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. *Any other mortgage shall be void.*

11. **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.

12. **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. Until the Improvements have been 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.

B. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses.

C. Company will cooperate fully with 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 agrees during construction of the Improvements 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 companies engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

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. 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 operating agreement 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.

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 construction, installation, ownership, and operation of the Improvements, or (3) otherwise as a result of or in connection with the Project or Company's failure to carry on or complete same.

C. The indemnification obligations under this Section shall include attorneys' fees and expenses incurred by any indemnified party. The provisions of this Section shall survive the expiration or termination of this Agreement.

16. **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 on the Project Property 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, except as otherwise expressly provided in this Agreement;

C. 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;

D. 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 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 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 part of the Project Property.

E. 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.

17. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, City may terminate this Agreement, in whole or in part. 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 Project Property and/or recovery of any sums paid by City to Company before the date of termination.

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.

18. **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.

19. **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.

20. **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.

21. **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, fax number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 1542 FLAMMING
WATERLOO IOWA 50702

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.

22. **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.

23. **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.

24. **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.

25. **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.

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

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, including signed counterparts delivered by facsimile or other electronic means, shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

28. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, if any, 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.

29. **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: _____
Dave Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

DELLATAN ASSET ACQUISTION, LLC

By: _____
Odell Sallis
Managing Member

EXHIBIT "A"

## Project Property Legal Description Description

Phase 1 Property

Lots Nos. 10, 11 and 12 in Block No. 1 in Warneka's Addition to the City of Waterloo, Iowa.

Phase 2 Property

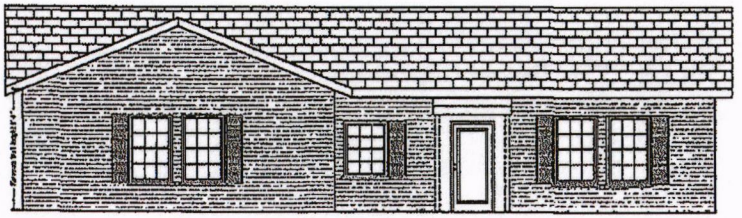
Lots 2 through 7, inclusive, and Lots 14 through 20, inclusive, and all of the vacated alley in Block 2 lying between Lots 1 through 6 and Lots 15 through 20, all in Block No. 2 in "Rose Hill Re-Plat," Waterloo, Iowa.

EXHIBIT "B"

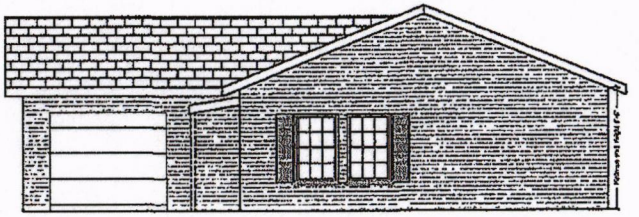
**Home Designs**

See attached.

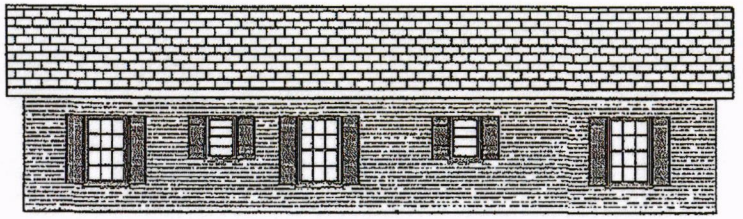
Phase I Housing Designs



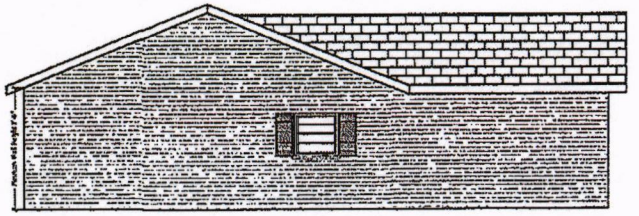
*Front Elevation*



*Right Side Elevation*



*Rear Elevation*



*Left Side Elevation*

# The Blaine - Gable (Elevation)

| | |
|---|---|
| FINISH DATE: | |
| REVISION: | |
| SCALE: | NTS |
| DESIGNED: | |
| DRAWN: | PLJu |

THERMASTEEL ADVANCED PANEL SYSTEMS

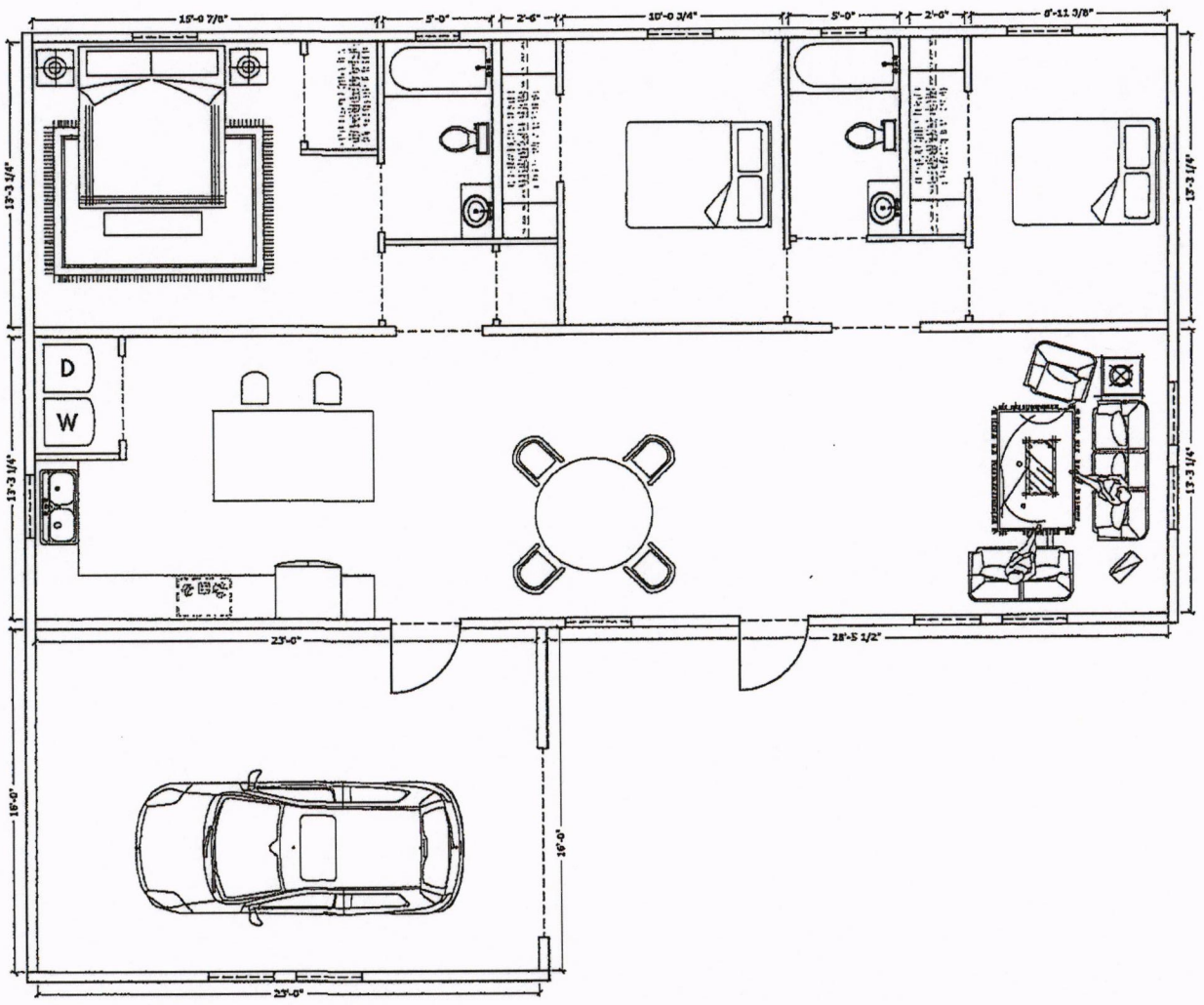
22-005 JOB NUMBER

SHEET EV-1

*All engineering of the structure, including the ThermaSteel Building System specifications, is to be completed and/or approved by the Project Engineer and/or the Engineer of Record.*

THERMASTEEL WALLFRAME SYSTEMS - MANUFACTURED BY THERMASTEEL Inc. - 609 WEST ROCK ROAD RADFORD, VA 24141 - PHONE (540) 633-5000, FAX (540) 633-5001 www.thermasteelinc.com

THE DRAWINGS HEREIN ARE PANEL MANUFACTURING DRAWINGS ONLY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFING ALL DIMENSIONS, SITE CONDITIONS, AND THAT ALL STATE AND LOCAL CODE REQUIREMENTS ARE MET.




# The Blaine - Gable (Floor Plan)

| | |
|---|---|
| FINISH DATE: | |
| REVISION: | |
| SCALE: | NTS |
| DESIGNED: | |
| DRAWN: | PLJu |

THERMASTEEL ADVANCED PANEL SYSTEMS

22-005
JOB NUMBER

SHEET
FP-1

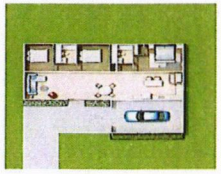
*All engineering of the structure, including the ThermaSteel Building System specifications, is to be completed and/or approved by the Project Engineer and/or the Engineer of Record.*

THERMASTEEL WALLFRAME SYSTEMS - MANUFACTURED BY THERMASTEEL Inc. - 609 WEST ROCK ROAD RADFORD, VA 24141 - PHONE (540) 633-5000, FAX (540) 633-5001 www.thermasteelinc.com

THE DRAWINGS HEREIN ARE PANEL MANUFACTURING DRAWINGS ONLY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFING ALL DIMENSIONS, SITE CONDITIONS, AND THAT ALL STATE AND LOCAL CODE REQUIREMENTS ARE MET.



KEY PLAN

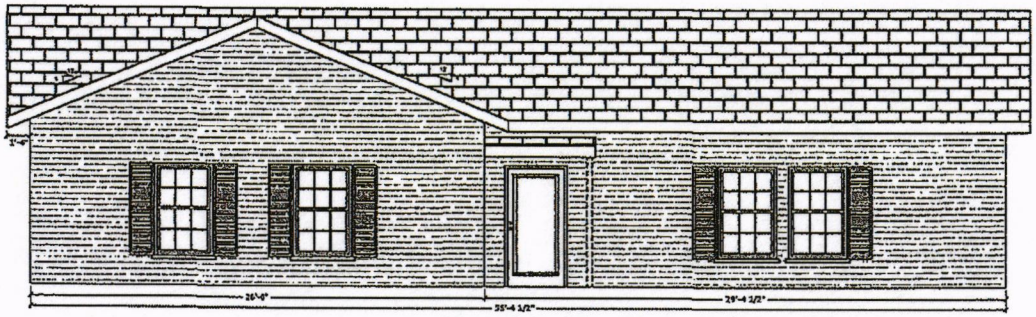


# THE BLAINE GABLE

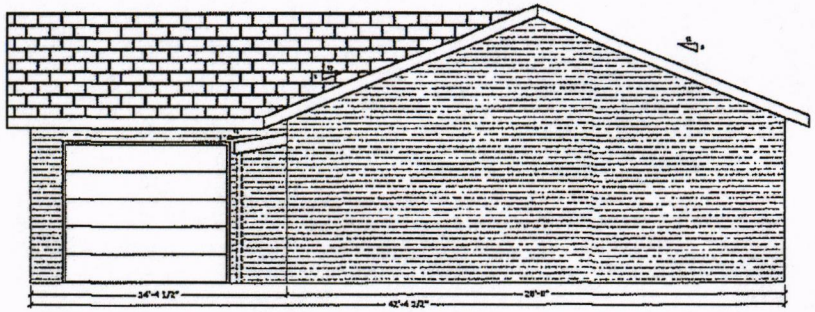
## THE BLAINE GABLE

1. 3 BEDROOMS
2. 2 BATHROOMS
3. 1795 SQUARE FEET

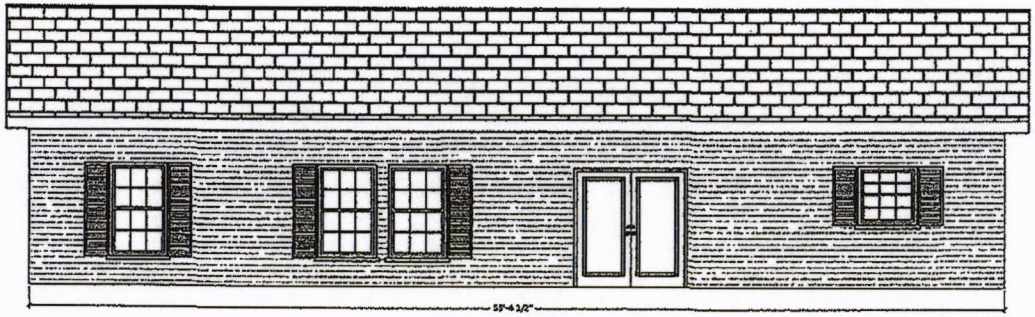




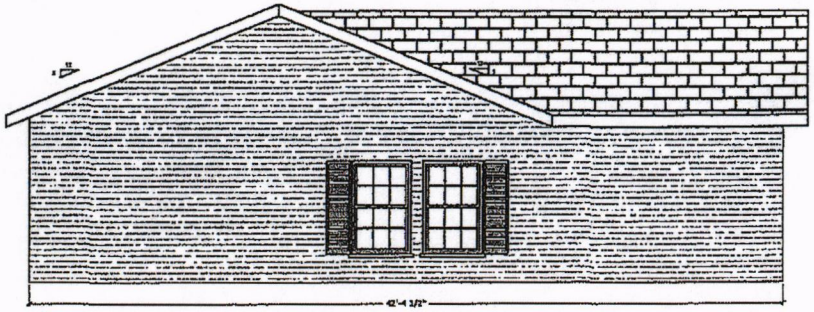
*Front Elevation*



*Right Side Elevation*



*Rear Elevation*



*Left Side Elevation*

# The Christi - Gable (Elevation)

| | |
|---|---|
| FINISH DATE: | |
| REVISION: | |
| SCALE: | NTS |
| DESIGNED: | |
| DRAWN: | CBowen |

THERMASTEEL ADVANCED PANEL SYSTEMS

Stock Plan

JOB NUMBER

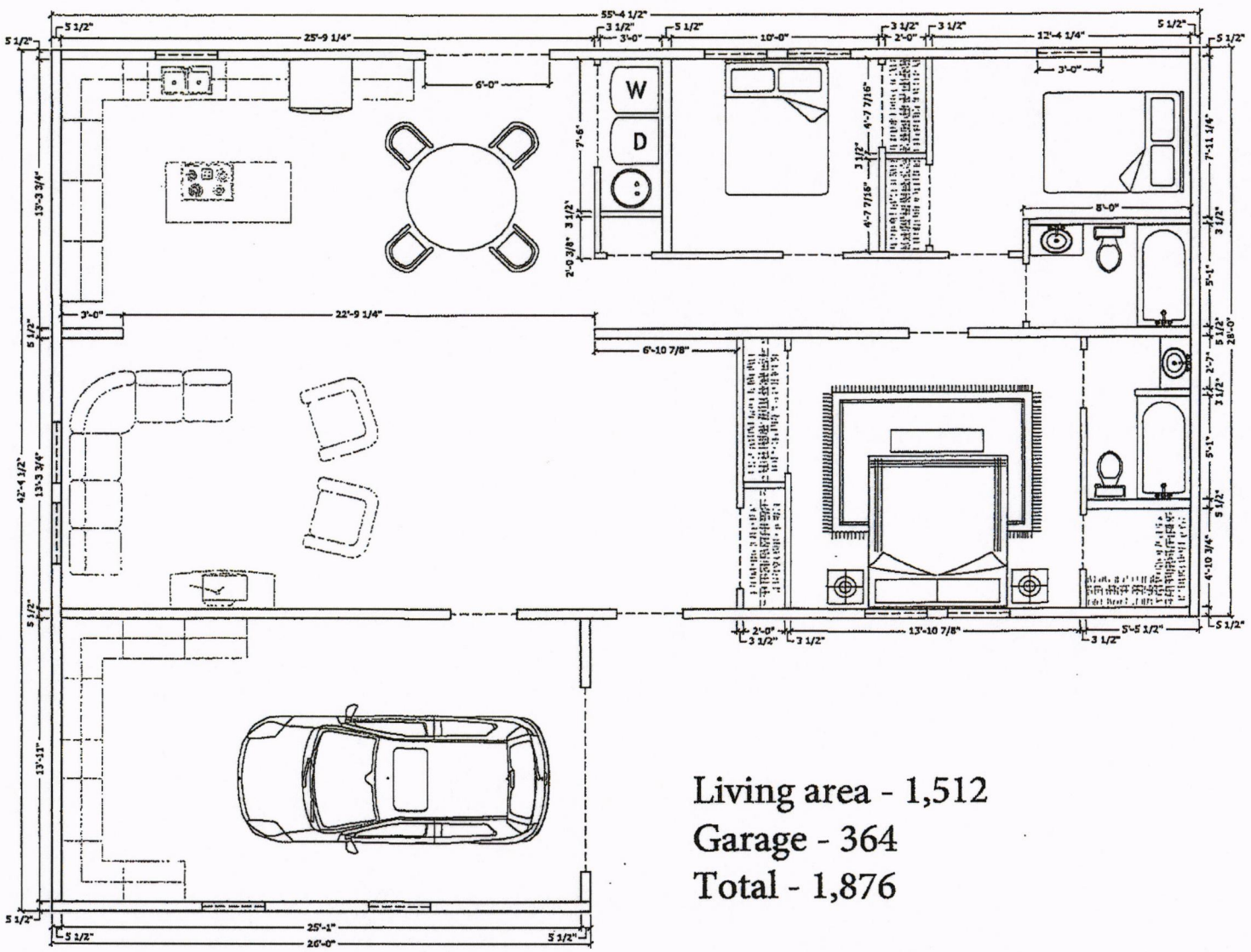
SHEET

EV-1

*All engineering of the structure, including the ThermaSteel Building System specifications, is to be completed and/or approved by the Project Engineer and/or the Engineer of Record.*

THERMASTEEL WALLFRAME SYSTEMS - MANUFACTURED BY THERMASTEEL Inc. - 609 WEST ROCK ROAD RADFORD, VA 24141 - PHONE (540) 633-5000, FAX (540) 633-5001 www.thermasteelinc.com

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# The Christi - Gable (Floor Plan)

| | |
|---|---|
| FINISH DATE: | |
| REVISION: | |
| SCALE: | NTS |
| DESIGNED: | |
| DRAWN: | CBowen |

THERMASTEEL ADVANCED PANEL SYSTEMS

Stock 5

JOB NUMBER

SHEET

FP-1

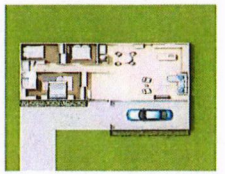
*All engineering of the structure, including the ThermaSteel Building System specifications, is to be completed and/or approved by the Project Engineer and/or the Engineer of Record.*

THERMASTEEL WALL/FRAME SYSTEMS - MANUFACTURED BY THERMASTEEL Inc. - 609 WEST ROCK ROAD RADFORD, VA 24141 - PHONE (540) 633-5000, FAX (540) 633-5001 www.thermasteelinc.com

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KEY PLAN



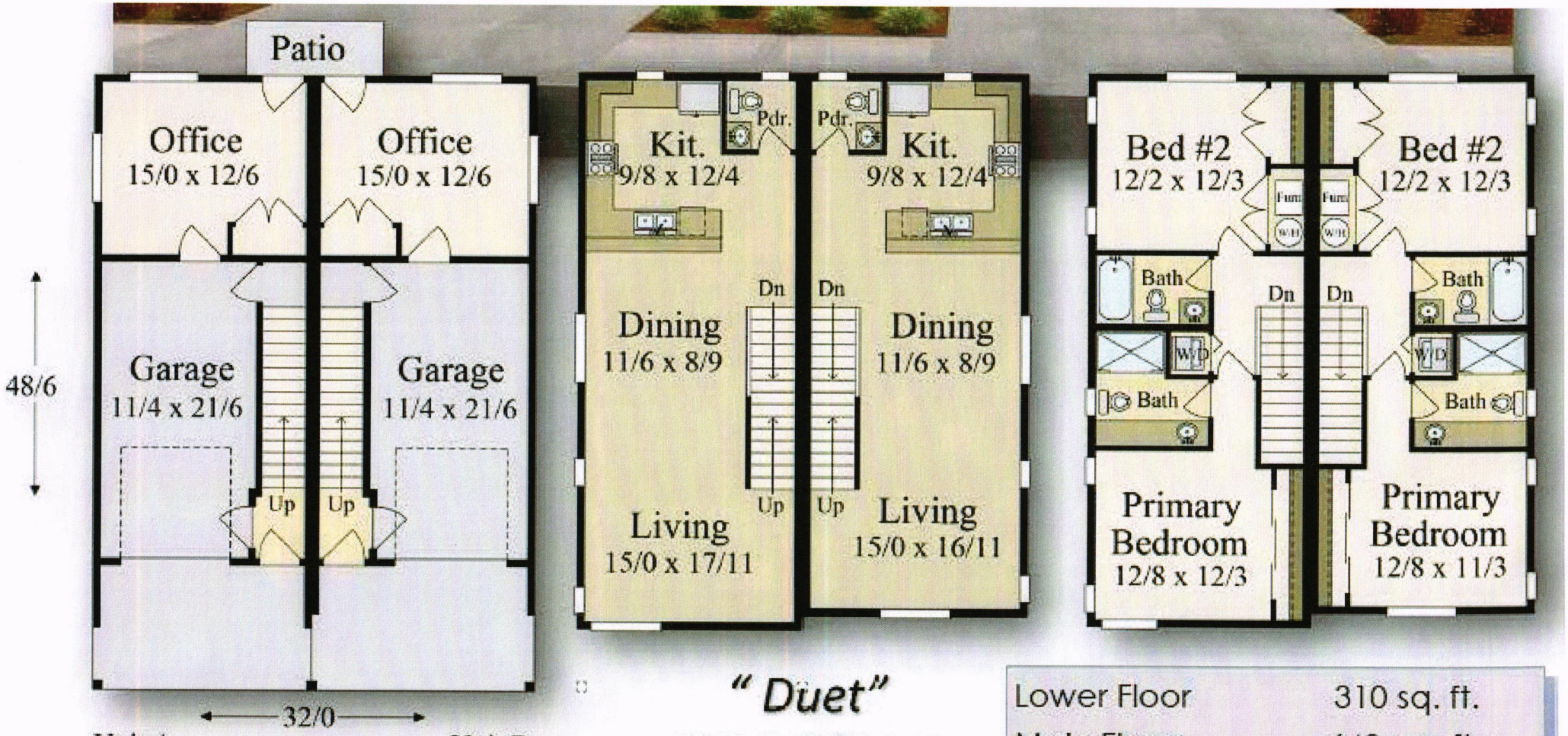
# THE CHRISTI GABLE

## THE CHRISTI GABLE

1. 3 BEDROOMS
2. 2 BATHROOMS
3. 1876 SQUARE FEET



Phase II Housing Designs



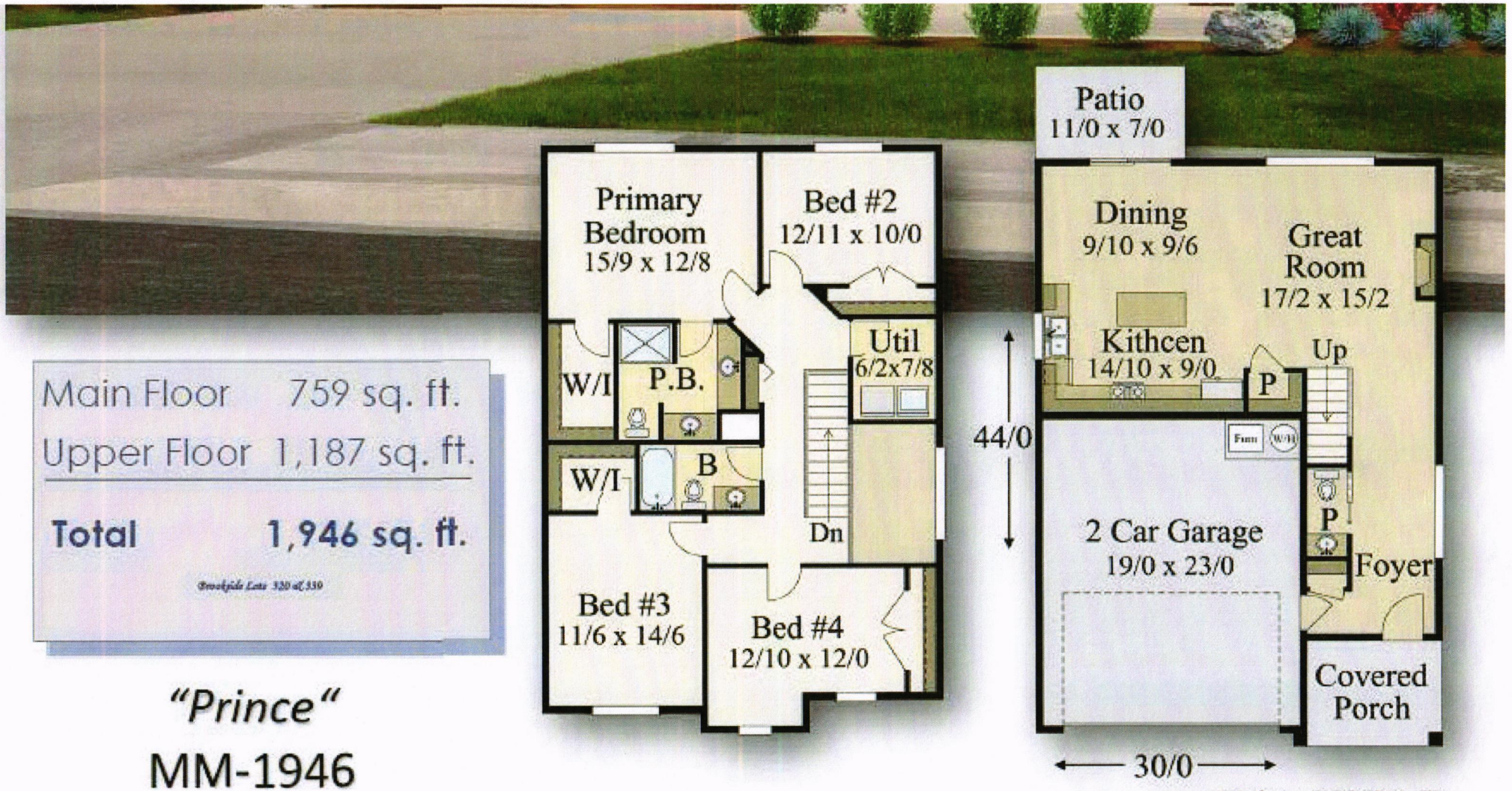

"Duet"

MM-1550-2

| Unit A | | Unit B | |
|---|---|---|---|
| 1st Floor - | 310 Sq. Ft. | 1st Floor - | 310 Sq. Ft. |
| 2nd Floor - | 640 Sq. Ft. | 2nd Floor - | 624 Sq. Ft. |
| 3rd Floor - | 600 Sq. Ft. | 3rd Floor - | 584 Sq. Ft. |
| Total - | 1,550 Sq. Ft. | Total - | 1,518 Sq. Ft. |

| | |
|---|---|
| Lower Floor | 310 sq. ft. |
| Main Floor | 640 sq. ft. |
| Upper | 600 sq. ft. |
| **Total** | **1,550 sq. ft.** |






Main Floor 759 sq. ft.
Upper Floor 1,187 sq. ft.

**Total 1,946 sq. ft.**

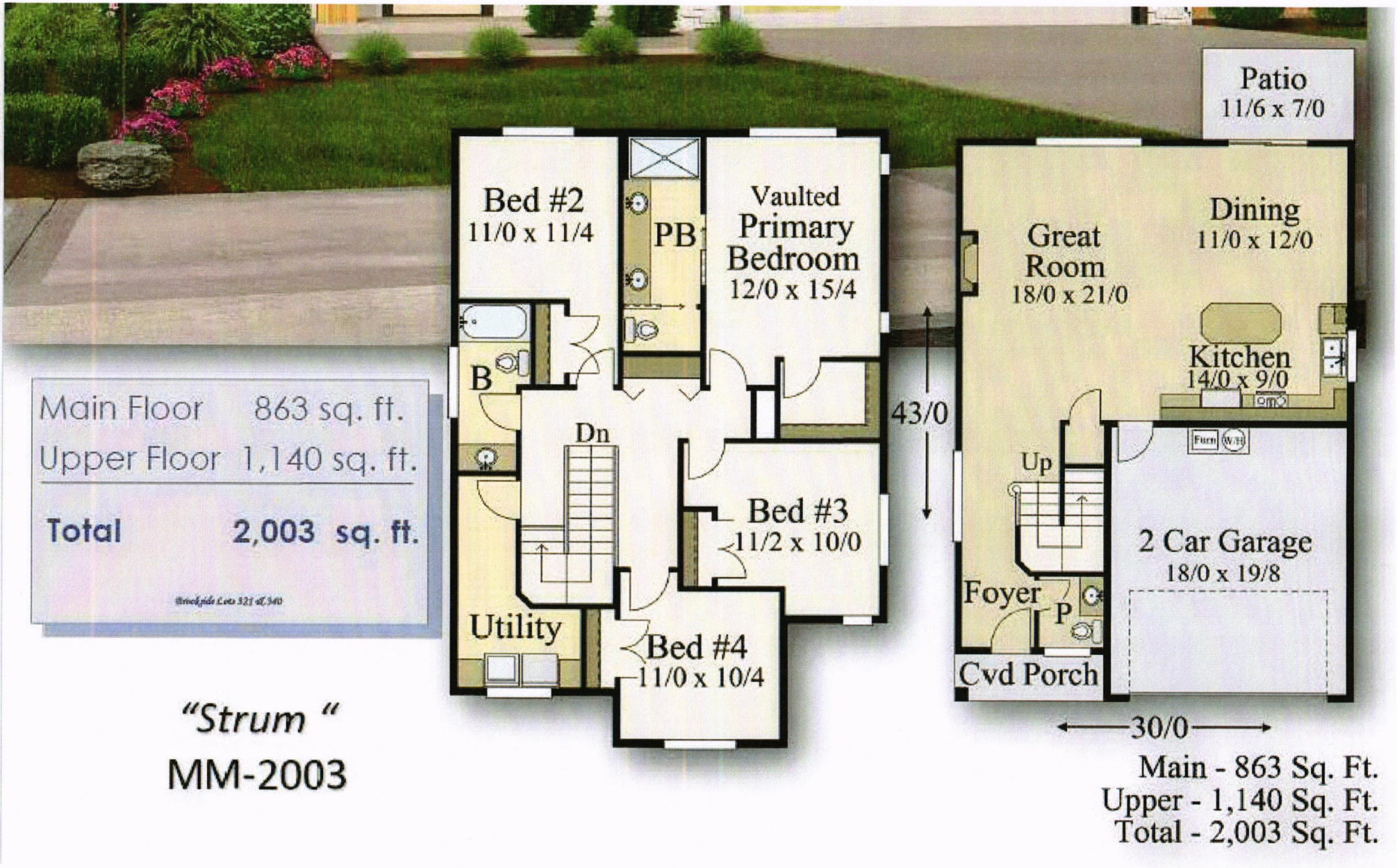
*Brookside Lots 320 & 330*

*"Prince"*

MM-1946

Main - 759 Sq. Ft.
Upper - 1,187 Sq. Ft.
Total - 1,946 Sq. Ft.


MARK STEWART
HOME DESIGN


Patio
11/6 x 7/0
Bed #2
11/0 x 11/4
PB
Vaulted
Primary
Bedroom
12/0 x 15/4
Great
Room
18/0 x 21/0
Dining
11/0 x 12/0
Kitchen
14/0 x 9/0
B
Dn
43/0
Up
Bed #3
11/2 x 10/0
2 Car Garage
18/0 x 19/8
Foyer
P
Utility
Bed #4
11/0 x 10/4
Cvd Porch
30/0
Main Floor 863 sq. ft.
Upper Floor 1,140 sq. ft.
Total 2,003 sq. ft.
"Strum "
MM-2003
Main - 863 Sq. Ft.
Upper - 1,140 Sq. Ft.
Total - 2,003 Sq. Ft.

## EXHIBIT C

## MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of this _____ day of _____, 202___, and among the CITY OF WATERLOO, IOWA ("City") and DELLATAN ASSET ACQUISITION, LLC ("Company"), and the COUNTY ASSESSOR of the BLACK HAWK COUNTY, 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 that is described as the Phase 1 Property, described in Exhibit A to the Development Agreement, 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 including the construction or development of certain improvements on the Phase 1 Property as set forth in the Development Agreement (the "Minimum Improvements") on the Phase 1 Property; and

**WHEREAS,** it is contemplated that, pursuant to the Development Agreement, the Company will construct two (2) new residential dwelling units on the Phase 1 Property, each such residential dwelling unit to be situated on its own respective tax parcel;

**WHEREAS**, pursuant to Iowa Code§ 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Minimum Improvements to be constructed on the Phase 1 Property by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Minimum Improvements 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; 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 on the Phase 1 Property.

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

1. Upon completion of construction of the Minimum Improvements on the Phase 1 Property by Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Minimum Improvements shall not be less than $260,000.00 (the "Minimum Actual Value") in the aggregate, and shall not be less than $130,000.00 for each tax parcel or lot for which a new residential housing

unit is constructed, until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the date set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by March 31, 2027, 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, 2039. 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 Phase 1 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 Phase 1 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 Phase 1 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 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 or any portion thereof.

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

DELLTAN ASSET ACQUISITION, LLC

By: _____
Odell Sallis, Managing Member

Name: O'DELL L SALLIS

Attest: _____
Kelley Felchle, City Clerk

Title: MANAGING MEMBER

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

On this _____ day of _____, 2026, before me, a notary public in and for the State of Iowa, personally appeared David Boesen and Kelley Felchle, to me personally known, who being duly sworn ho 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.

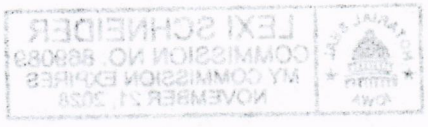
_____
Notary Public

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

Subscribed and sworn before me on April 15, 2026 by Odell Sallis as managing member (title) of Dellatan Asset Acquisition, LLC.

NOTARIAL SEAL IOWA
LEXI SCHNEIDER
COMMISSION NO. 869089
MY COMMISSION EXPIRES
NOVEMBER 21, 2028

Lexi Schneider
Notary Public


LEXI SCHNEIDER
COMMISSION NO. 868089
MY COMMISSION EXPIRES
NOVEMBER 21, 2024

## 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 Two Hundred Sixty Thousand and 00/100 Dollars ($260,000) in the aggregate, and that each of the individual, respective tax parcels or lots on which a new residential dwelling is constructed shall not be less than $130,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

_____ _____

Date Assessor for Black Hawk County, Iowa

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

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

| NAME AND DEPARTMENT | MEETING DATE |
|---|---|
| Noel Anderson, Community Planning and Development Director<br>Planning & Zoning Department | April 20, 2026 |

## AGENDA ITEM TITLE

Request by Martin Flats, LLC for an Encroachment Agreement to allow four bike racks on city-owned property in the “C-3” Central Business District located adjacent to 321 E. 4th Street, on the sidewalk of E. 4th Street. and authorizing the Mayor and City Clerk to execute said agreement.

## RECOMMENDED COUNCIL ACTION

Approval

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

Request by Martin Flats, LLC for an Encroachment Agreement to allow four bike racks on city-owned property located adjacent to 321 East 4th Street in the “C-3” Central Business District, on the sidewalk of East 4th Street. The applicant received approval from the Main Street Waterloo Design Review Board with the condition that the bike racks be painted black and that it meets all other City requirements. Main Street Waterloo Design Review Board conveyed the following details: 1) it would be 4 bicycle bike racks where bikes are placed parallel to the rack when securing them, 2) the installation locations meet ADA requirements, and 3) there are parking stall markers on the ground, but faded, and if cars park in the stall, as they are marked, there would not be an issue with impeding pedestrian access from vehicles to the sidewalk.

## NEIGHBORHOOD IMPACT

The request would not appear to have a negative impact on the surrounding area as it will not detract from the downtown character.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

A public meeting will be held by the Planning, Programming, and Zoning Commission on April 14, 2026. Their recommendation will be reported to the Council.

## SOURCE OF EXPENDITURES

N/A

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

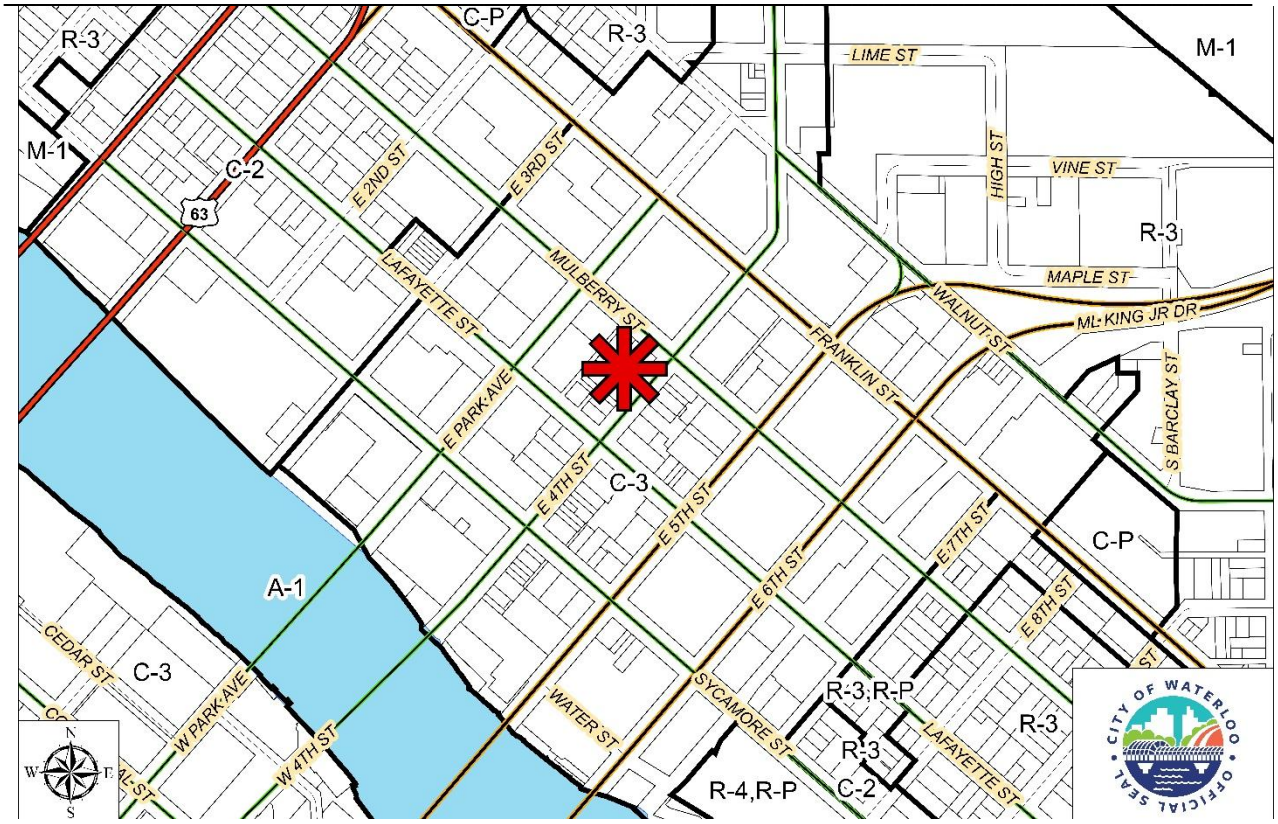
The Southwesterly 40 feet of the Southeasterly 95 feet of Lot 4, Block 29, Original Plat, on the East Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

## ATTACHMENTS

1. Staff Report
2. DRAFT_Encroachment Agreement

CITY OF WATERLOO
Planning & Zoning

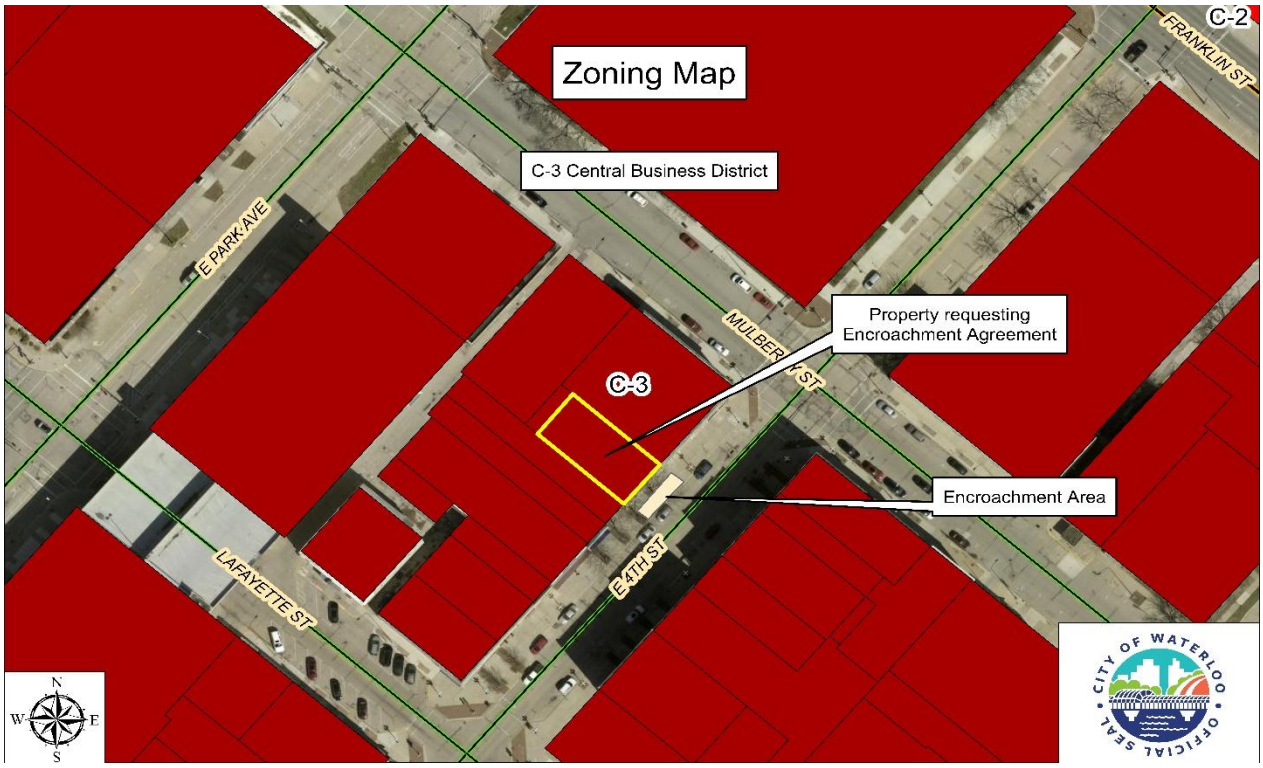
| | |
|---|---|
| **TO:** | Planning, Programming, & Zoning Commission |
| **PREPARER:** | Adarsh Tummala, Planner I |
| **MEETING DATE:** | April 14, 2026 |
| **REQUEST:** | Encroachment Agreement to allow four bike racks on city-owned property located adjacent to 321 East 4th Street in the "C-3" Central Business District, on the sidewalk of East 4th Street. |
| **APPLICANT:** | Martin Flats, LLC |
| **LOCATION:** | Adjacent to 321 E 4th St |



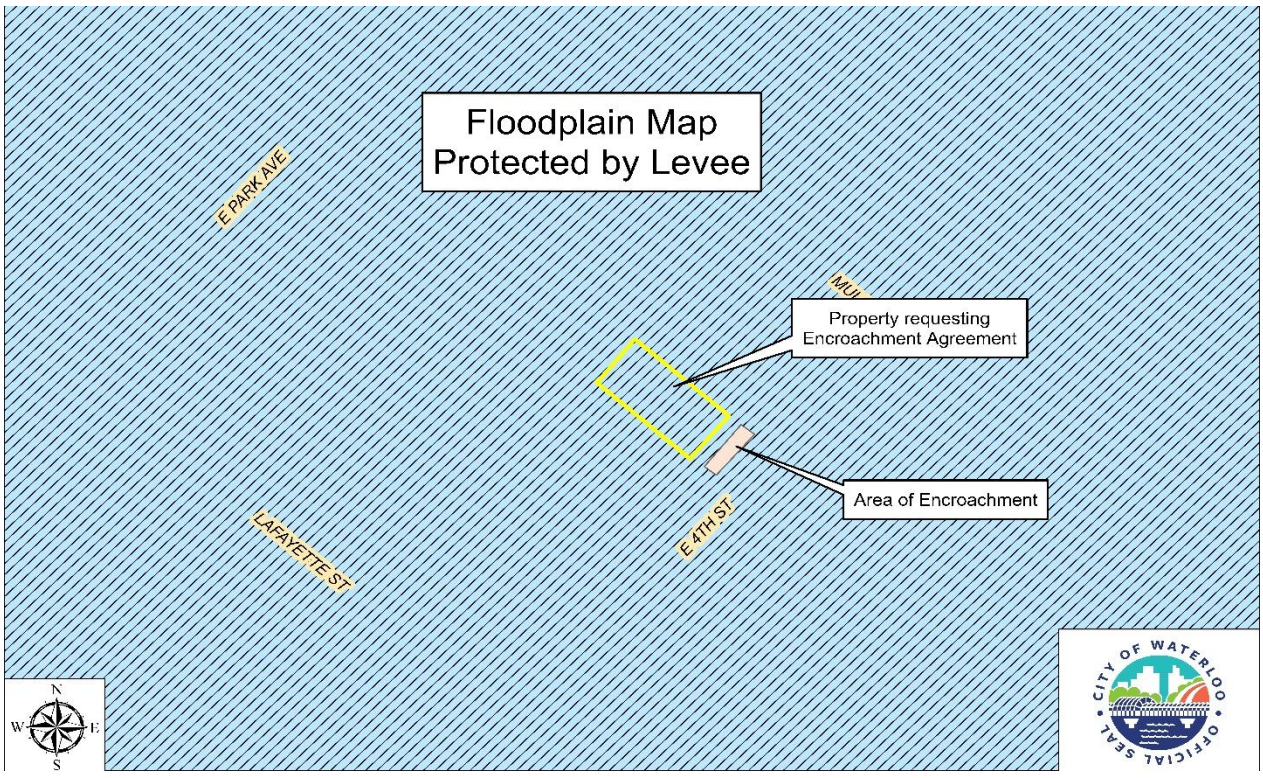

| | |
|---|---|
| SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD: | The request would not appear to have a negative impact on the surrounding area as it will not detract from the downtown character. |



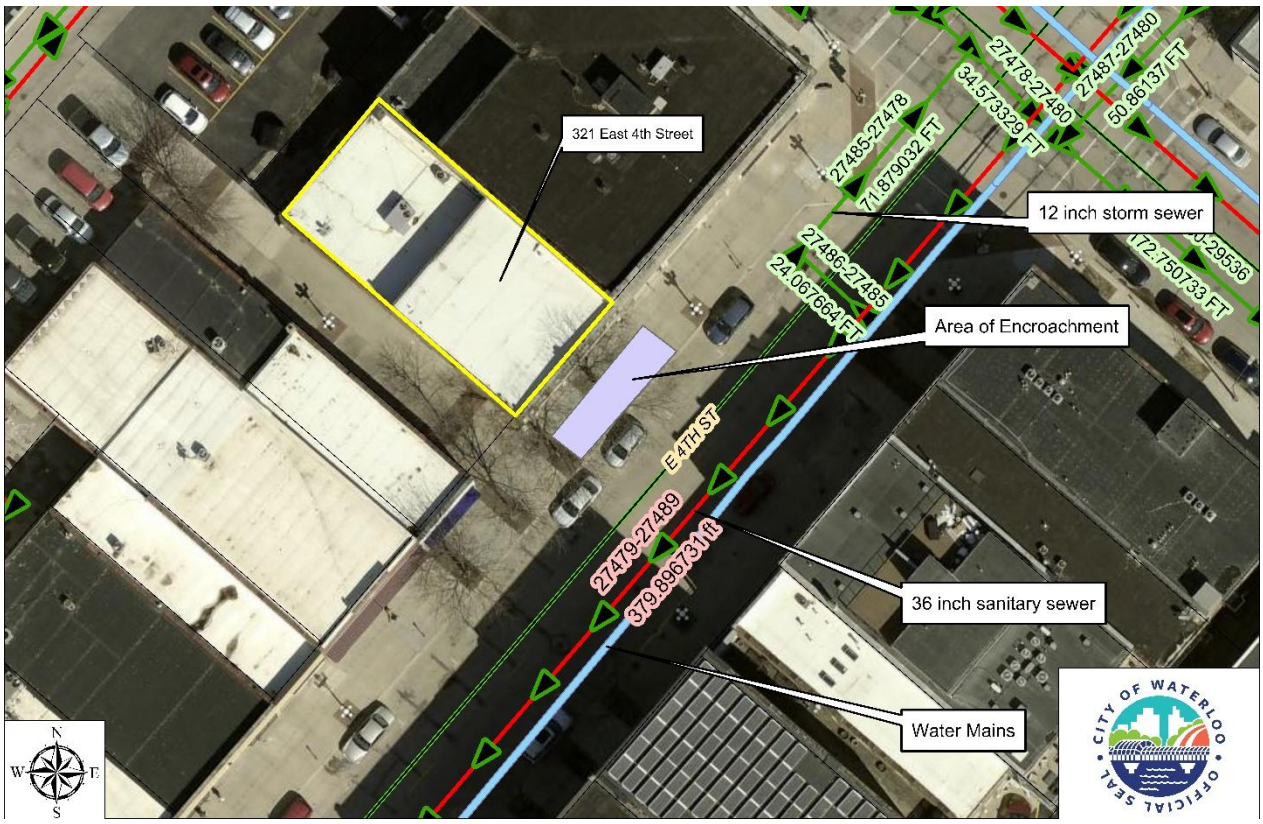

| | |
|---|---|
| VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS: | The request would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area as it will benefit potential bike users, and be located where it will not impede pedestrians or vehicles. |
| RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY: | There is a sidewalk along E 4th Street, and the proposed bike racks will be placed within the sidewalk that will still meet all ADA requirements. |
| ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY: | The adjacent lots are zoned “C-3” Central Business District and have been zoned as such since the adoption of the ordinance in 1969. The surrounding land uses and their zoning are as follows:<br><br>**North, East, South, and West** – Zoned “C-3” Central Business District with commercial uses. |




FLOODPLAIN: The encroachment area is located in the zone “X Protected By Levee” flood zone as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, which is not a regulated flood hazard area.



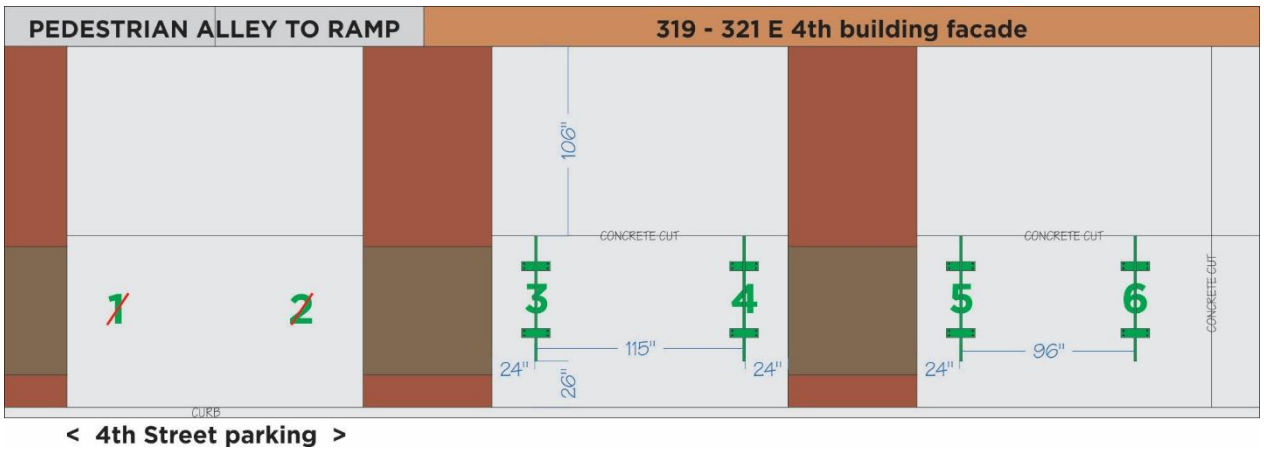
| | |
|---|---|
| DRAINAGE: | The proposed encroachment area would not appear to have a negative impact on drainage. |
| DEVELOPMENT HISTORY: | The area is composed of downtown businesses and commercial uses developed as early as 1880 with significant development during the early 1900s. |
| PUBLIC /OPEN SPACES/ SCHOOLS: | Lincoln Park is located approximately 160’ to the northeast of the encroachment area. |
| UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC. | There are no easements near the encroachment area. |




| | |
|---|---|
| STAFF ANALYSIS – ZONING ORDINANCE | The request meets all requirements of the Zoning Ordinance. |
| STAFF ANALYSIS – SITE ANALYSIS: | Request by Martin Flats, LLC for an Encroachment Agreement to allow four bike racks on city-owned property located adjacent to 321 East 4th Street in the “C-3” Central Business District, on the sidewalk of East 4th Street.<br><br>The applicant received approval from the Main Street Waterloo Design Review Board with the condition that the bike racks be painted black and that it meets all other City requirements. |

| | |
|---|---|
| | Main Street Waterloo Design Review Board conveyed the following details: 1) it would be 4 bicycle bike racks where bikes are placed parallel to the rack when securing them, 2) the installation locations meet ADA requirements, and 3) there are parking stall markers on the ground, but faded, and if cars park in the stall, as they are marked, there would not be an issue with impeding pedestrian access from vehicles to the sidewalk. |
| TECH REVIEW AND UPDATES: | Engineering asked if Public Works is going to want them removed each winter, to which Planning responded that they have not heard from them. |
| PLANNING, PROGRAMMING AND ZONING COMMISSION: | TBD |







*Picture 1: Looking across East 4th toward the encroachment area.*

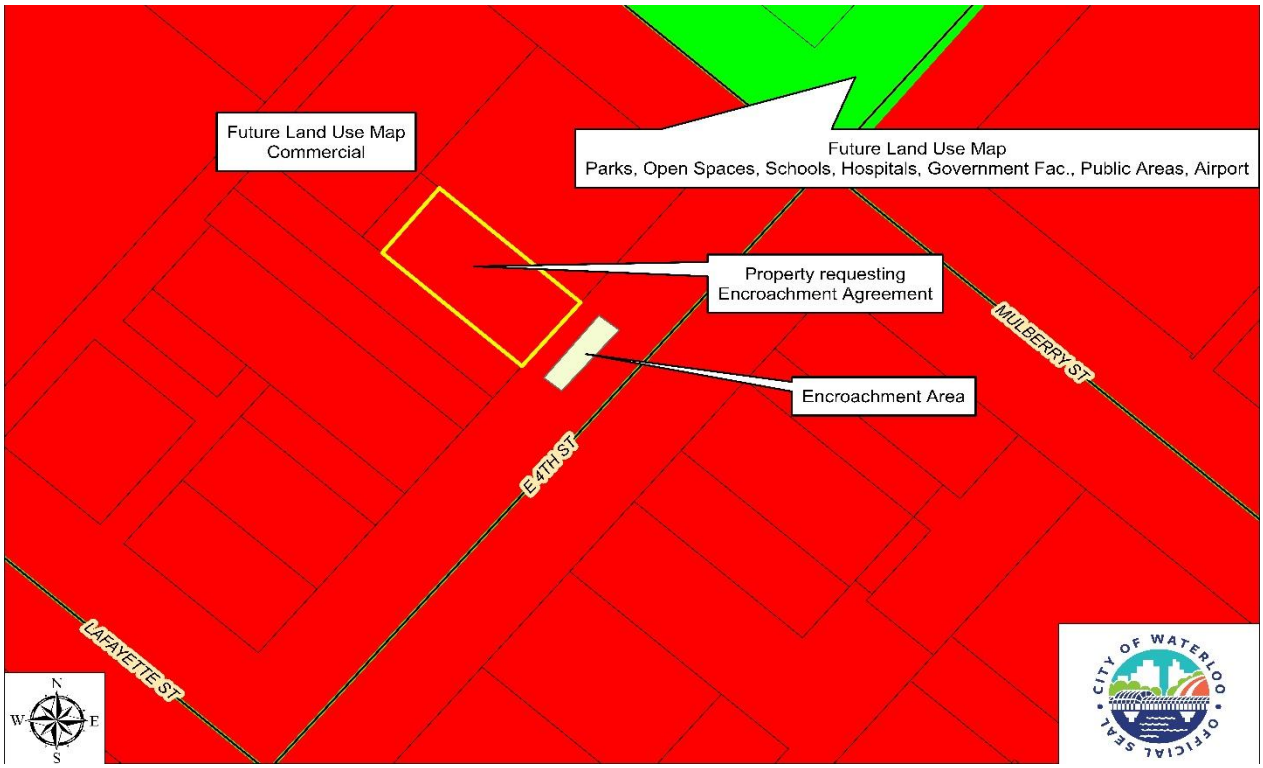



*Picture 2: Looking southwest along East 4th Street toward the encroachment area.*



*Picture 3: East 4th Street and encroachment area.*

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN: The Future Land Use Map designates this area as Commercial. The request is in conformance with the Future Land Use Map for this area.



STAFF RECOMMENDATION:

Therefore, staff recommends that the request by Martin Flats, LLC for an Encroachment Agreement to allow for a bike rack on city-owned property located adjacent to 321 East 4th Street in the “C-3” Central Business District, be approved, for the following reasons:

1. The Encroachment Agreement would not appear to have a negative impact on the area.
2. The Encroachment Agreement will would not appear to have a negative impact on vehicular and pedestrian traffic in the area.
3. The Encroachment Agreement is in compliance with the Comprehensive Plan and Future Land Use map for the area.

Subject to the following conditions:

1. A fully signed and executed Encroachment Agreement.

ENCROACHMENT AGREEMENT

Prepared by: Adarsh Tummala, 715 Mulberry Street, Waterloo, Iowa 50703 (319) 291-4366

THIS ENCROACHMENT AGREEMENT is entered into by and between Martin Flats, LLC (hereinafter "Owner") and the City of Waterloo, Iowa, (hereinafter "City") this ___ day of April, 2026.

WHEREAS, Owner is the owner of real estate commonly known as 319-321 E 4th Street, Waterloo, Iowa 50701 and legally described as: The Southwesterly 40 feet of the Southeasterly 95 feet of Lot 4, Block 29, Original Plat, on the East Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa (hereinafter "Owner's Property"), in the City of Waterloo, Black Hawk County, Iowa; and

WHEREAS, Owner is requesting to allow four bicycle racks (hereinafter the "Encroachment") on a portion of City owned right-of-way (hereinafter "Right-of-Way"); and

WHEREAS, for the benefit of Owner's Property, Owner is requesting to allow said Encroachment within a portion of said Right-of-Way as shown on the attached Exhibit "A"; and

WHEREAS, the City is willing to allow said Encroachment into said Right-of-Way as shown on the attached Exhibit "A" (hereinafter the "Encroachment Area"), subject to the following agreement regarding each party's rights.

THEREFOR IT IS HEARBY AGREED by and between the parties as follows.

1. Owner hereby recognizes and reaffirms, said Right-of-Way, and claims no rights or privileges therein except to the limited extent provided for in this agreement.

2. The City grants Owner the right to place and maintain said Encroachment in said Encroachment Area, subject to the rights of the City and/or any agency to which the City has granted a utility franchise or right-of-way License Agreement to and for access over, under and upon said Encroachment Area, expressly recognizing and acknowledging that any damage that occurs to said Encroachment will be the sole risk and expense of Owner and all successors or assigns, including moving or replacement expenses. In the event that the City and/or any agency to which the City has granted a utility franchise or right-of-way License Agreement needs the Encroachment to be temporarily moved for access to said Encroachment Area, Owner and all successors or assign shall move said improvements in the Encroachment Area if present and able, otherwise the City of Waterloo and/or any agency to which the City has granted a utility franchise or right-of-way License Agreement shall be authorized to move said Encroachment and assess any costs for moving against Owner or any successors or assigns, or against Owner's Property.

3. The term of this agreement shall be for so long as said Encroachment is maintained by Owner, or any successors or assigns, and said Encroachment continues to exist, and that this agreement shall automatically terminate if said Encroachment is removed (other than for temporary removal during replacement or repair). It is understood and agreed that this Agreement is appurtenant to the Owner's Property and runs with the land. It is further understood and agreed that this agreement may be terminated by the City of Waterloo upon 60 days notice and order to permanently remove to Owner, or any successors and assigns, and that Owner, and any successors and assigns agree to remove said Encroachment(s) prior to the end

of the 60 days notice and termination of this agreement. If Owner, or any successors and assigns fail to remove said Encroachment upon termination of this agreement, Owner, or any successors and assigns authorize the City of Waterloo to remove said Encroachment and assess costs to Owner, or any successors and assigns, or against Owner's Property.

4. Owner, and all successors and assigns shall protect, defend, indemnify, and hold harmless the City and its successors and assigns, and its officers, elected officials, employees, and agents, and any agency to which the City has granted a utility franchise or right-of-way License Agreement, from and against any claim, damages, liability and expenses (including, but not limited to, reasonable attorney's fees and costs of litigation) arising out of the use, maintenance, or removal of said Encroachment. This covenant shall survive the termination of this Agreement.

5. In the event that sidewalk panels within or adjacent to the permitted encroachment area are scheduled for repair or replacement under the City's sidewalk assessment program, the Owner shall be responsible for removing the bike racks prior to the commencement of such work, unless the Owner elects to hire their own licensed contractor to perform the sidewalk repair or replacement in accordance with City specifications and standards.

6. This is the entire agreement between the parties with respect to the subject matter hereof. It may be amended only in a written instrument signed by the parties. This agreement is binding upon parties and their respective transferees, successors, heirs, and assigns. Time is of the essence in observing the terms of this agreement.

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

Martin Flats, LLC

_____
Cierra Newman, Owner

City of Waterloo

_____
By: David Boesen
Its: Mayor

Attest:

_____
Kelly Felchle, City Clerk

STATE OF IOWA )
COUNTY OF BLACK HAWK ) SS.

On this ____ day of _____, _____ before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cierra Newman to me known to be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

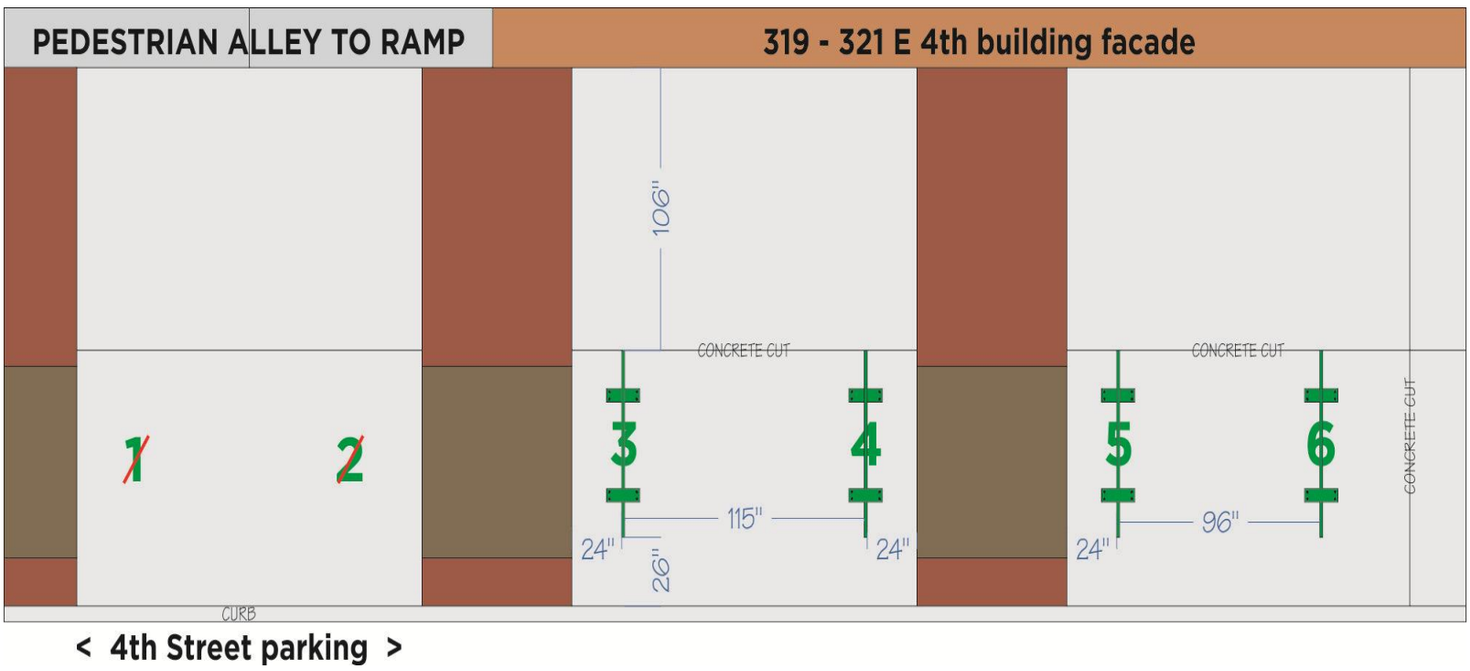
_____
Notary Public

STATE OF IOWA )
COUNTY OF BLACK HAWK ) SS.

This instrument was acknowledged before me on this ____ day of ____, _____, by Quentin Hart and Kelly Felchle as Mayor and City Clerk, respectively, of the City of Waterloo.

_____
Notary Public

Exhibit A


PEDESTRIAN ALLEY TO RAMP
319 - 321 E 4th building facade
106"
CONCRETE CUT
CONCRETE CUT
CONCRETE CUT
1
2
3
4
5
6
115"
96"
24"
24"
24"
26"
CURB
< 4th Street parking >

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

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

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving a Memorandum of Agreement between the United States Environmental Protection Agency, the Iowa State Historic Preservation Office, and the City of Waterloo, in conjunction with the abatement of hazardous materials at the former Rath Packing Plan, and authorizing the Mayor to execute said document.

## RECOMMENDED COUNCIL ACTION

Approval

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo was awarded a $642,400 Cleanup Grant from the United States Environmental Protection Agency to complete asbestos removal of the former Rath Packing Company buildings at 1442 Sycamore Street. The facility is a sprawling mix of multiple buildings covering over 140,000 square feet of footprint, with multiple stories (some as high as 7 stories). Portions of the facility have been deemed eligible for listing in the National Register of Historic Places, and the proposed abatement has been determined to have a potential adverse effect on the historic structures. Therefore, this Memorandum of Agreement (MOA) is required for use of federal funds that have an adverse effect on historical structures to mitigate the adverse effect. The MOA will require the completion of a reconnaissance-level historic architecture survey of extant industrial facilities within the city limits of Waterloo that are 45 years old or older, and produce a report of the surveyed industrial facilities. The agreement is required before the City can proceed with the abatement activities under the grant, and the MOA will provide a three-year period to complete the mitigation activity.

## NEIGHBORHOOD IMPACT

The MOA will have a positive impact on neighborhoods by providing a survey of other historical industrial facilities throughout the City, which can lead to additional funding opertuties for improvements or redevelopment of the facilities, and will allow the City to move forward with abatement of hazardous materials at the former Rath Packing Company facility, removing a hazard from the neighborhood.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

There has been extensive community engagement with this MOA, including public input sessions regarding the EPA grant and abatement of the Rath buildings, as well as posted notification to the public encouraging the public and interested parties to review and comment on the project, and the MOA has been reviewed and approved by the Waterloo Historic Preservation Commission.

## SOURCE OF EXPENDITURES

There is no cost for this agreement, but there would be costs to complete the mitigation measures required by the agreement, which have been estimated at around $40,000. Costs for the mitigation activity is anticipated to be paid from the Rath TIF.

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. Rath Packing Plant MOA

**MEMORANDUM OF AGREEMENT (HEREAFTER, "MOA")**
**AMONG THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, IOWA STATE HISTORIC PRESERVATION OFFICE, AND CITY OF WATERLOO, IOWA, REGARDING ABATEMENT OF HAZARDOUS MATERIALS AT THE FORMER RATH PACKING PLANT IN WATERLOO, BLACK HAWK COUNTY, IOWA**
**ACHP PROJECT NUMBER: 022657**

**WHEREAS,** the U.S. Environmental Protection Agency (EPA) plans to fund asbestos abatement of the former Rath Packing Plant, located at 1442 Sycamore Street in Waterloo, Iowa (undertaking) pursuant to CERCLA: Secs. 104(k)(3) & 104(k)(5)(E) & 104(k)(10)(B)(iii) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58); and

**WHEREAS,** the undertaking consists of the abatement of an area of approximately 44,500 square feet including 7,628 linear feet of Asbestos Containing Materials (ACM) and 70 solid units of product ACM; and

**WHEREAS,** the EPA has defined the undertaking's area of potential effects (APE) as being thirteen (13) extant buildings within the former Rath Packing Plant within the city limits of Waterloo, Black Hawk County, Iowa (Appendix A); and

**WHEREAS,** the EPA plans to fund the City of Waterloo (City) using a Cleanup Grant (4B 96705401) to complete the project; and

**WHEREAS,** the EPA has determined that the undertaking may have an adverse effect on Buildings 88 and 131 within the former Rath Packing Plant, which are eligible for listing in the National Register of Historic Places (NRHP), and has consulted with the Iowa Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

**WHEREAS**, identification of historic properties and assessment of adverse impacts were completed as referenced in Appendix C; and

**WHEREAS,** the SHPO concurred with the determination of Adverse Effect by response dated July 8, 2025; and

**WHEREAS**, the EPA has consulted with the City regarding the effects of the project on historic properties and has invited them to sign this MOA as an invited signatory; and

**WHEREAS**, the City held a public notification of the project by electronically posting an Analysis for Brownfields Corrective Action (ABCA), allowing the public and interested parties an opportunity to review and comment on the project in compliance with Iowa Department of Natural Resources (IDNR) requirements and Section 106 of the NHPA; and

**WHEREAS**, no public comments were received regarding the adverse effect to the historic property; and

**WHEREAS,** the EPA respects the sovereignty of all federally recognized Indian Tribes (Tribes) in consultation processes and recognizes their expertise in identifying and evaluating the religious and cultural significance of Tribal historic properties on and off Tribal lands; and

**WHEREAS**, pursuant to 36 CFR § 800.3, the EPA has contacted Tribes that may have an interest

in the project and invited their consultation on May 12, 2025, and none of the contacted Tribes elected to participate in the consultation process. The EPA also contacted the Waterloo Historic Preservation Commission who participated in consultation but is not a signatory to this MOA; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), the EPA notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination on April 15, 2025 with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii) in a letter dated June 10, 2025, included as Appendix B; and

**NOW, THEREFORE**, the EPA**,** the SHPO, and the City agree that the project shall be implemented with this MOA subject to the following stipulations in order to take into account the effect of the project on historic properties.

## STIPULATIONS

The EPA, in coordination with the City, shall ensure that the following measures are carried out:

## I. MITIGATION MEASURES

A. The City, on behalf of the EPA, shall ensure that the following mitigation measures are carried out and completed:

i. Completion of a reconnaissance-level historic architecture survey of extant industrial facilities within the city limits of Waterloo that are 45 years of age or older.

ii. The survey shall be conducted by a Secretary of Interior professional Architectural Historian.

iii. The survey shall be completed in accordance with the standards for reconnaissance-level surveys presented in the most current edition of the SHPO *Guidelines for Historic Architectural Surveys in Iowa.*

iv. The survey shall include preparation of a report that presents a historical overview of the history of industry in Waterloo and known industrial facilities that contributed to the development and growth of Waterloo.

v. The draft survey report and a Resource Inventory Spreadsheet (RIS) of surveyed industrial facilities shall be presented to the EPA and SHPO for review and comment.

vi. SHPO will be provided 30 days for review and comment of the draft RIS and report

vii. A final survey report and RIS will be submitted to the EPA and SHPO within 1 month of receipt of comments

B. Upon completion of the mitigation measures above, the SHPO will provide written notification to the City and the EPA that the survey is approved, and all mitigation measures subject to this MOA are complete.

## II. DURATION

This MOA will be null and void if its terms are not carried out within three (3) years from the

date of execution. Prior to such time, the City or other signatory may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with the stipulations under Section VI (Amendments) below.

## III. POST-REVIEW DISCOVERIES

If properties are discovered that may be historically significant or unanticipated effects on historic properties found, the City shall implement the discovery plan included as Appendix D of this MOA.

## IV. MONITORING AND REPORTING

Once a year, following the execution of this MOA until it expires, is amended to extend, or is terminated, the City shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any proposed scheduling changes, any problems encountered, and any disputes and objections received in the City's efforts to carry out the terms of this MOA.

## V. DISPUTE RESOLUTION

A. Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the EPA shall consult with such party to resolve the objection.

B. If the EPA determines that such objection cannot be resolved, the EPA will forward all documentation relevant to the dispute, including the EPA's proposed resolution, to the ACHP. The EPA will seek the ACHP's advice on the resolution of the objection and provide the ACHP a 30-day time period to respond after receiving adequate documentation.

C. Prior to reaching a final decision on the dispute, the EPA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP (if any), signatories and concurring parties, and provide them with a copy of this written response. The EPA will make a final decision and proceed according to its final decision.

D. The EPA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute shall remain unchanged by any final decision rendered by the EPA pursuant to this Section.

## VI. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date that a copy of the amendment, signed by all signatories, is filed with the ACHP.

## VII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VI, above. If within thirty (30) calendar days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories. Once the MOA is terminated, and

prior to work continuing on the undertaking, the EPA must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The EPA shall notify the signatories as to the course of action it will pursue.

## VIII. LIMITATIONS

A. As required by the Anti-Deficiency Act, 31 U.S.C. § 1341, all commitments and intentions stated by the EPA in this MOA are subject to budget priorities and the availability of appropriated funds. Nothing in this MOA obligates the EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with EPA budget priorities. Any transaction involving transfers of funds between the Parties will be handled under separate written agreements and in accordance with applicable laws, regulations, Executive Orders, and procedures. If compliance with the Anti-Deficiency Act alters or impairs the EPA's ability to implement the stipulations of this agreement, the EPA will consult in accordance with the amendment and termination procedures found in this MOA.

B. This MOA does not create any right or benefit enforceable against any of the Signatories, or any other person, by persons who are not party to this MOA. This MOA does not direct or apply to any person outside of the Signatories.

C. This MOA is to take effect on the signature of all Parties and mailing of the MOA to the ACHP. No provision of this MOA limits rights, obligations, or authorities under the NHPA, other laws, or applicable Executive Orders.

D. Pursuant to 36 CFR § 800.6(c)(2), "invited signatories" who sign this MOA are signatories to this MOA and have the same rights with regard to seeking amendment or termination of the MOA as other signatories.

## IX. CLOSING STATEMENT

Execution of this MOA by the EPA, the SHPO and the City, and implementation of its terms, is evidence that the EPA has taken into account the effects of this project on historic properties and afforded the ACHP an opportunity to comment.

**MEMORANDUM OF AGREEMENT**
**AMONG THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, IOWA STATE HISTORIC PRESERVATION OFFICE, AND CITY OF WATERLOO, IOWA, REGARDING ABATEMENT OF HAZARDOUS MATERIALS AT THE FORMER RATH PACKING PLANT IN WATERLOO, BLACK HAWK COUNTY, IOWA**
**ACHP PROJECT NUMBER: 022657**

**SIGNATORY:**

**U.S. Environmental Protection Agency**

_____Date
**DeAndre Singletary**

**MEMORANDUM OF AGREEMENT**
**AMONG THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, IOWA STATE HISTORIC PRESERVATION OFFICE, AND CITY OF WATERLOO, IOWA, REGARDING ABATEMENT OF HAZARDOUS MATERIALS AT THE FORMER RATH PACKING PLANT IN WATERLOO, BLACK HAWK COUNTY, IOWA**
**ACHP PROJECT NUMBER: 022657**

**SIGNATORY:**

**Iowa State Historic Preservation Officer**

_____Date
Heather Gibb

**MEMORANDUM OF AGREEMENT**
**AMONG THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, IOWA STATE HISTORIC PRESERVATION OFFICE, AND CITY OF WATERLOO, IOWA, REGARDING ABATEMENT OF HAZARDOUS MATERIALS AT THE FORMER RATH PACKING PLANT IN WATERLOO, BLACK HAWK COUNTY, IOWA**
**ACHP PROJECT NUMBER: 022657**

**INVITED SIGNATORY:**

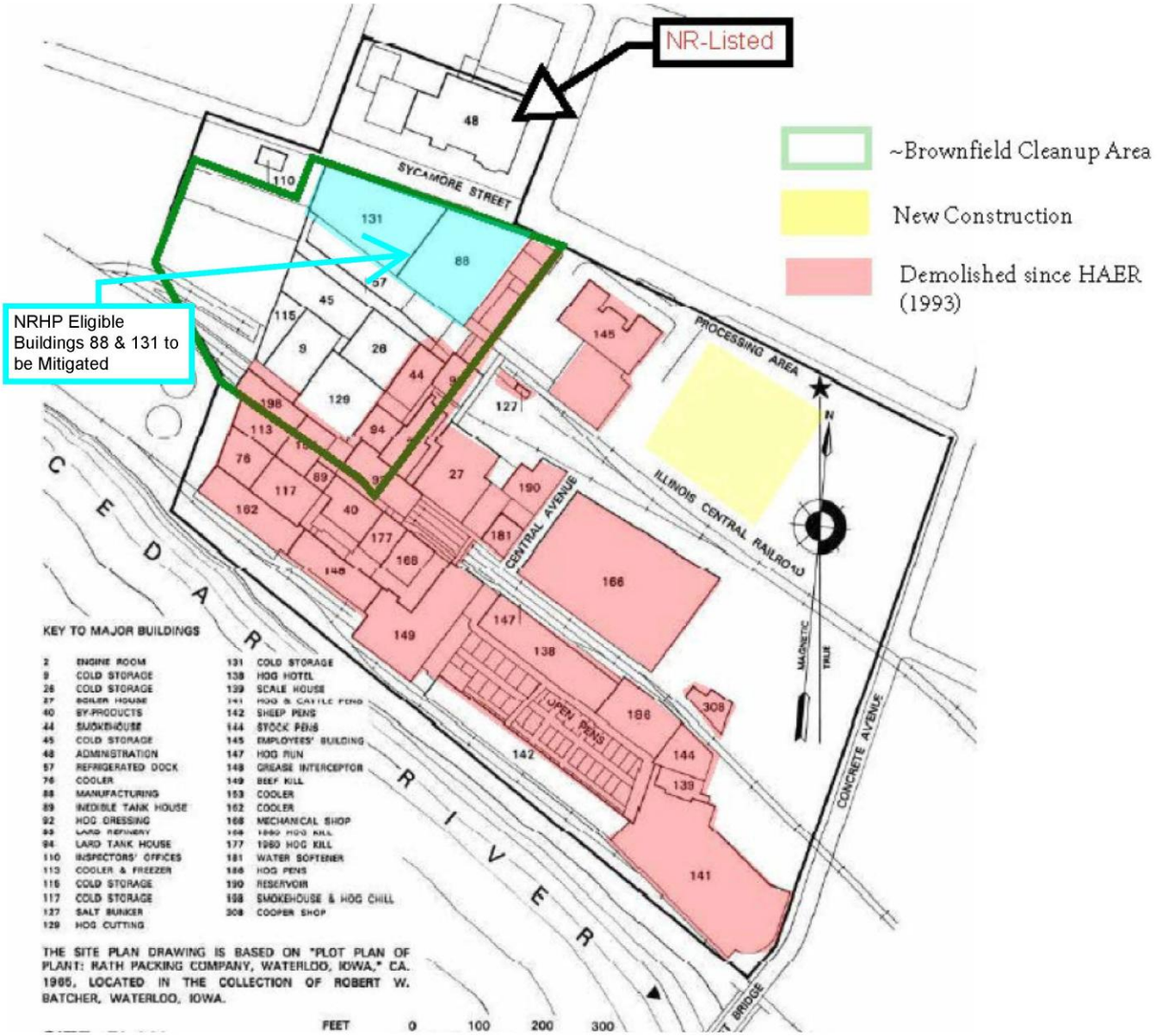
**City of Waterloo**

_____Date
Dave Boesen, Mayor

**APPENDIX A**

Locational Map of 13 Buildings Where Abatement Activities Will Occur

Buildings 88 and 131 are Determined Eligible and Adversely Effected by the Project



APPENDIX B

ACHP Response Letter Dated December 16, 2025

June 10, 2025

Keith Slider
Project Manager
Environmental Protection Agency
11201 Renner Blvd
Lenexa, KS 66216

Ref: *Abatement of Hazardous Materials at the Former Rath Building Site*
*Waterloo, Blackhawk County, Iowa*
*ACHP Project Number: 022657*

Dear Mr. Slider:

On April 15, 2025, the Advisory Council on Historic Preservation (ACHP) received your notification and supporting documentation regarding the potential adverse effects of the referenced undertaking on a property or properties listed or eligible for listing in the National Register of Historic Places. Based upon the information you provided, we have concluded that Appendix A, *Criteria for Council Involvement in Reviewing Individual Section 106 Cases*, of our regulations, "Protection of Historic Properties" (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act, does not apply to this undertaking. Accordingly, we do not believe our participation in the consultation to resolve adverse effects is needed.

However, if we receive a request for participation from the State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer, affected Indian tribe, a consulting party, or other party, we may reconsider this decision. Should the undertaking's circumstances change, consulting parties cannot come to consensus, or you need further advisory assistance to conclude the consultation process, please contact us.

Pursuant to Section 800.6(b)(1)(iv), you will need to file the final Section 106 agreement document (Agreement), developed in consultation with the Iowa SHPO and any other consulting parties, and related documentation with the ACHP at the conclusion of the consultation process. The filing of the Agreement and supporting documentation with the ACHP is required in order to complete the requirements of Section 106 of the National Historic Preservation Act.

Thank you for providing us with your notification of adverse effect. If you have any questions or require our further assistance, please contact Bill Marzella at (202) 517-0209 or by e-mail at

ADVISORY COUNCIL ON HISTORIC PRESERVATION
401 F Street NW, Suite 308 • Washington, DC 20001-2637
Phone: 202-517-0200 • Fax: 202-517-6381 • achp@achp.gov • www.achp.gov

APPENDIX C

Identification of Historic Properties, Assessment of Effects, and Associated Correspondence

04/15/25

This documentation identified below deals with the Former Rath Packing Plant consisting of 1442 Sycamore St. Waterloo, Iowa. The documentation is intended for a broad public audience and is written in clear, straightforward language, free of technical jargon with the information presented (i.e., edited, cataloged and packaged) in accordance with State Historical Society of Iowa guidelines. The documentation is prepared to meet the Secretary of the Interior's Standards for Architectural and Historical Documentation (48 FR 44731) in terms of content, quality, materials, and presentation.

Project Description

The City is proposing abatement of asbestos-containing building material (ACM) on the interiors and exteriors of interconnected vacant buildings on the subject property and subsequent legal disposal of the ACM at a sanitary landfill. The proposed undertaking will include the abatement of approximately 44,500 square feet and 7,628 linear feet of ACM; and 70 solid units of product ACM. Future re-use of the subject property will eventually involve the complete demolition of the structures.

Site Description and History

The subject property is located at 1442 Sycamore St., Waterloo, Iowa and is comprised of 11 multi-storied and interconnected buildings ranging in height from five to seven stories. The structures combined are approximately 896,035 square feet of space; and are primarily constructed with concrete block and glass block windows.

The structures were associated with the Rath Packing Company complex and were constructed at varying times between 1936 and 1957. The subject property historically operated as a slaughterhouse and meat packing warehouse facility and once represented the fifth largest meat packing facility in the United States immediately following World War II. The property reportedly ceased operations in 1985 and has been unoccupied since the property ceased operations. The City acquired the subject property via warranty deed, on May 26, 2022.

Previous Investigations

The City has submitted several investigations on existing site conditions including: 2025 Historical Assessment, 2025 Supplemental Hazardous Material Survey, 2024 Site-Specific Quality Assurance Project Plan, 2022 Hazardous Material Survey, and 2022 Alternative for Brownfields Cleanup Activity in support of this project. These documents are also included as a part of this Section 106 Application Package.

*Hazard Material Survey Findings*

Based on Hazardous Material Survey (HMS) investigations, various building materials were identified as ACM throughout the exterior and interior of the subject property. The ACM included: pipe insulation; asphalt shingles; roofing tar; roofing caulk; exterior caulk; heater insulation; tank insulation; tar and felt on wrap pipe insulation; floor tile; floor tile mastic; door and window caulk; boiler insulation; expansion joint compound; transite wall panels; duct sealant; corrugated transite panels; fire doors; and ancillary elevator equipment (i.e. cables and braking systems).

*Historic Architectural Survey Findings*

Previous Historic Architectural Survey studies have been conducted of the Rath Packing Company complex, including the subject property. Based on a 1993 Historical Architectural Engineering Record (HAER) survey, Building No. 131 was found to be eligible for the National Registration of Historical Properties (NRHP), under Criteria A and C. (Criteria A and C require consideration for structures which are: associated with "Significant Events" and structures that have "the Embodiment of a Distinctive Type or Period of Construction"). No other NRHP-eligible structures were observed on the subject property.

*Finding of Adverse Effect*

EPA, in consultation with the City, has considered whether the proposed undertaking would impact historic structures or historically significant spaces**.** Based on extensive review by the City, it appears that the proposed undertaking may adversely affect Building No. 131. Additionally, the proposed undertaking ultimately will prepare the structure for demolition and eventual re-development of the site.

In conformance with Section 106 of the NHPA 36 CFR Part 800, EPA has notified the Advisory Council on Historic Preservation (ACHP) regarding this undertaking indicating that it may adversely affect a historic property, and inviting the ACHP to participate in consultation, and potentially resolve adverse effects associated with this undertaking.

APPENDIX D

Unanticipated Discovery Plan

Any unanticipated discovery, including but not limited to human remains, found during an undertaking covered by this Agreement shall comply with applicable state notification standards, federal laws, 36 CFR § 800.13, this Agreement and the ACHP's Policy Statement on Burial Sites, Human Remains, and Funerary Objects (March 1, 2023).

The recordation of human remains in a burial context or as individual elements is a task that requires sensitivity and good judgement, as determined through consultation. Consultation is a necessary part of documenting any human remains, whether in a discovery situation or during the treatment of historic properties. At all times, human remains must be treated with the utmost dignity and respect. It is worth keeping in mind that human remains could range from recent deaths to bone fragments from thousands of years ago. Each situation is unique and calls for a careful evaluation by people with specialized skills.

All ancient human remains (i.e. over 150 years old) in Iowa are protected by Iowa Code: 263B, 523I.316(6), 685-11.1 and 716.5. Ancient human remains discovered on Federal and/or tribal lands as a result of the Undertaking are also protected under the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. 3001-3005).

The EPA shall consult with the parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the Any unanticipated discovery, including but not limited to human remains, found during an undertaking covered by this Agreement shall comply with applicable state notification standards, federal laws, 36 CFR § 800.13, this Agreement and the ACHP's Policy Statement on Burial Sites, Human Remains, and Funerary Objects (March 1, 2023).

The recordation of human remains in a burial context or as individual elements is a task that requires sensitivity and good judgement, as determined through consultation. Consultation is a necessary part of documenting any human remains, whether in a discovery situation or during the treatment of historic properties. At all times, human remains must be treated with the utmost dignity and respect. It is worth keeping in mind that human remains could range from recent deaths to bone fragments from thousands of years ago. Each situation is unique and calls for a careful evaluation by people with specialized skills.

All ancient human remains (i.e. over 150 years old) in Iowa are protected by Iowa Code: 263B, 523I.316(6), 685-11.1 and 716.5. Ancient human remains discovered on Federal and/or tribal lands as a result of the Undertaking are also protected under the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. 3001-3005).

The EPA shall consult with the parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the EPA determines that the project activities in that area may proceed.

Specialists employed in response to the unanticipated discovery/effects, including archaeologists and architectural historians, as appropriate, shall meet applicable Secretary of the Interior's (SOI)

qualifications and have knowledge to assess the resources.

Procedure For Unanticipated Discoveries Involving Human Remains

1. If, during the course of construction, evidence of human remains or suspected human remains are found, the contractor shall cease operations affecting the remains and any associated work within 100-feet of the remains. Work outside this 100-feet radius may be allowed to continue at the discretion of the federal agency.
2. The contractor shall immediately contact the local authorities and any other relevant authorities as required by law to assist in securing the site and investigating the remains. Securing the site includes making sure human remains are not visible or accessible to the public, (e.g. with a temporary but non-destructive covering and/or fencing) and that the area of avoidance is known to and clearly marked for construction personnel. The remains shall be protected from weather impacts when possible.
3. The relevant authority with jurisdiction shall commence an investigation to determine whether the remains are human or non-human, and in instances where human remains are present, whether the remains are 150 years old or greater. Remains which are determined to be 150 years old or greater fall within the exclusive jurisdiction of the OSA and shall not be disturbed by other parties.
4. The contractor shall notify the EPA within 24 hours of discovery, who shall in turn notify:
    a. the State Historic Preservation Office;
    b. the director of the Bioarchaeology Program at the OSA (either directly or through the State Archaeologist);
    c. the other signatories to this Agreement, and;
    d. other parties with an interest in the discovery, as appropriate.
5. Photographic images of the human remains or suspected human remains shall only be taken for the purposes of official species determination and/or determination of the age of the remains. Photographs may only be taken under the direct instruction of the relevant authority with jurisdiction to take such photographs. No unauthorized images of the remains are permitted.
6. If the remains are determined not to be human, no further action is required under this "Procedure For Unanticipated Discoveries Involving Human Remains" list, but note that the discovery may still constitute an archaeological site under other applicable law. The EPA shall inform the contractor when the 100-foot radius area is released for continued construction.
7. If the remains are determined to be human and less than 150 years old, the OSA has no jurisdiction with regard to those remains and no further action is required under this "Procedure For Unanticipated Discoveries Involving Human Remains" list, but note that the discovery may still constitute an archaeological site under other applicable law. In cases where the remains appear to be Native American and not of medicolegal significance, the relevant authority should coordinate with the OSA and Tribes to determine the appropriate disposition for the remains. The relevant authority with jurisdiction will take possession of the remains and continue the investigation and disposition off-site. The EPA shall inform the contractor when the 100-foot radius area is released for continued construction.

8. If the remains are determined to be human and 150 years old or over, the relevant authority shall turn the remains over to the Bioarchaeology Program at the OSA. The Bioarchaeology Program shall have jurisdiction to ensure that the Iowa Code as well as the Native American Graves Protection and Repatriation Act (NAGPRA) and its implementing regulations (43 CFR Part 10) are observed. The disposition of the remains, including the possibility to leave the remains in place, will be arranged by the director of the Bioarchaeology Program and the State Archaeologist in consultation with the culturally affiliated Tribe(s) and the OSA's Indian Advisory Council, or other descendant communities as applicable. Any dispute regarding the applicability of NAGPRA as a result of the Undertaking shall be resolved in accordance with 43 CFR Part 10.17. EPA shall inform the contractor when the 100-foot radius area is released for continued construction.

Procedure for Unanticipated Discoveries Not Involving Human Remains

9. If, during the course of construction, cultural materials 50 years old or older or potentially significant properties/elements are discovered/affected the contractor must cease all work within a 50-foot radius of the discovery.
10. The contractor shall notify the EPA within 24 hours of discovery, who shall in turn notify the State Historic Preservation Office, and any other signatories to this Agreement. Notification of Tribes, or other parties will occur as needed.
11. The contractor shall secure and protect the discovery site until evaluated by SOI-qualified personnel.
12. As appropriate for the materials found, the EPA will coordinate with SOI qualified personnel to evaluate the material for National Register of Historic Places (NRHP) eligibility and the magnitude of the effects of the project on the material within three (3) business days of the discovery.
13. The EPA will make a determination of eligibility and finding of effect. They will submit this information to the SHPO. The SHPO will have five (5) business days to respond and comment.
14. If further investigation is warranted to assess NRHP eligibility or that an adverse effect to an historic property has occurred, the EPA shall consult with SHPO (and other consulting parties) to develop either a treatment plan which avoids an adverse effect, or in the case of adverse effects to a historic property, a mitigation plan, and allow SHPO (and other consulting parties) to comment.
15. Activities can resume with no further action required if the EPA determines that the discovery is not NRHP-eligible or, if an historic property can be avoided or that an unanticipated effect was not adverse and SHPO concurs. If further action is required, work can continue after appropriate treatment plan or mitigation plan are agreed upon.
16. The EPA shall inform the contractor when the 50-foot radius area is released for continued construction.

Specialists employed in response to the unanticipated discovery/effects, including archaeologists and architectural historians, as appropriate, shall meet applicable Secretary of the Interior's (SOI) qualifications and have knowledge to assess the resources.

Procedure For Unanticipated Discoveries Involving Human Remains

17. If, during the course of construction, evidence of human remains or suspected human remains are found, the contractor shall cease operations affecting the remains and any associated work within 100-feet of the remains. Work outside this 100-feet radius may be allowed to continue at the discretion of the federal agency.
18. The contractor shall immediately contact the local authorities and any other relevant authorities as required by law to assist in securing the site and investigating the remains. Securing the site includes making sure human remains are not visible or accessible to the public, (e.g. with a temporary but non-destructive covering and/or fencing) and that the area of avoidance is known to and clearly marked for construction personnel. The remains shall be protected from weather impacts when possible.
19. The relevant authority with jurisdiction shall commence an investigation to determine whether the remains are human or non-human, and in instances where human remains are present, whether the remains are 150 years old or greater. Remains which are determined to be 150 years old or greater fall within the exclusive jurisdiction of the OSA and shall not be disturbed by other parties.
20. The contractor shall notify the EPA within 24 hours of discovery, who shall in turn notify:
    a. the State Historic Preservation Office;
    b. the director of the Bioarchaeology Program at the OSA (either directly or through the State Archaeologist);
    c. the other signatories to this Agreement, and;
    d. other parties with an interest in the discovery, as appropriate.
21. Photographic images of the human remains or suspected human remains shall only be taken for the purposes of official species determination and/or determination of the age of the remains. Photographs may only be taken under the direct instruction of the relevant authority with jurisdiction to take such photographs. No unauthorized images of the remains are permitted.
22. If the remains are determined not to be human, no further action is required under this "Procedure For Unanticipated Discoveries Involving Human Remains" list, but note that the discovery may still constitute an archaeological site under other applicable law. The EPA shall inform the contractor when the 100-foot radius area is released for continued construction.
23. If the remains are determined to be human and less than 150 years old, the OSA has no jurisdiction with regard to those remains and no further action is required under this "Procedure For Unanticipated Discoveries Involving Human Remains" list, but note that the discovery may still constitute an archaeological site under other applicable law. In cases where the remains appear to be Native American and not of medicolegal significance, the relevant authority should coordinate with the OSA and Tribes to determine the appropriate disposition for the remains. The relevant authority with jurisdiction will take possession of the remains and continue the investigation and disposition off-site. The EPA shall inform the contractor when the 100-foot radius area is released for continued construction.

24. If the remains are determined to be human and 150 years old or over, the relevant authority shall turn the remains over to the Bioarchaeology Program at the OSA. The Bioarchaeology Program shall have jurisdiction to ensure that the Iowa Code as well as the Native American Graves Protection and Repatriation Act (NAGPRA) and its implementing regulations (43 CFR Part 10) are observed. The disposition of the remains, including the possibility to leave the remains in place, will be arranged by the director of the Bioarchaeology Program and the State Archaeologist in consultation with the culturally affiliated Tribe(s) and the OSA's Indian Advisory Council, or other descendant communities as applicable. Any dispute regarding the applicability of NAGPRA as a result of the Undertaking shall be resolved in accordance with 43 CFR Part 10.17. EPA shall inform the contractor when the 100-foot radius area is released for continued construction.

Procedure for Unanticipated Discoveries Not Involving Human Remains

25. If, during the course of construction, cultural materials 50 years old or older or potentially significant properties/elements are discovered/affected the contractor must cease all work within a 50-foot radius of the discovery.
26. The contractor shall notify the EPA within 24 hours of discovery, who shall in turn notify the State Historic Preservation Office, and any other signatories to this Agreement. Notification of Tribes, or other parties will occur as needed.
27. The contractor shall secure and protect the discovery site until evaluated by SOI-qualified personnel.
28. As appropriate for the materials found, the EPA will coordinate with SOI qualified personnel to evaluate the material for National Register of Historic Places (NRHP) eligibility and the magnitude of the effects of the project on the material within three (3) business days of the discovery.
29. The EPA will make a determination of eligibility and finding of effect. They will submit this information to the SHPO. The SHPO will have five (5) business days to respond and comment.
30. If further investigation is warranted to assess NRHP eligibility or that an adverse effect to an historic property has occurred, the EPA shall consult with SHPO (and other consulting parties) to develop either a treatment plan which avoids an adverse effect, or in the case of adverse effects to a historic property, a mitigation plan, and allow SHPO (and other consulting parties) to comment.
31. Activities can resume with no further action required if the EPA determines that the discovery is not NRHP-eligible or, if an historic property can be avoided or that an unanticipated effect was not adverse and SHPO concurs. If further action is required, work can continue after appropriate treatment plan or mitigation plan are agreed upon.
32. The EPA shall inform the contractor when the 50-foot radius area is released for continued construction.

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

| NAME AND DEPARTMENT | MEETING DATE |
|---|---|
| Noel Anderson, Community Planning and Development Director<br>Planning & Zoning Department | April 20, 2026 |

## AGENDA ITEM TITLE

Resolution in support of an application by Big Hand Pepper, LLC for the Iowa Workforce Housing Tax Credit Program application to the Iowa Economic Development Authority, to construct fifteen new single family homes at the former Castle Hill School Site, located south of 235 Spieker Road, including tax rebates for fifty percent of infrastructure costs.

## RECOMMENDED COUNCIL ACTION

Approval

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

Big Hand Pepper LLC is proposing 15 single family homes at the former Castle Hills School site. They are requesting a Resolution of Support for their Iowa Workforce Housing Tax Credit Application. The City will enter into a Development Agreement with Big Hand Pepper LLC, which will provide for tax rebates for 50% of the infrastructure costs. It should be noted that this resolution of support is not granting more incentives; rather, the wording is needed to show the State of Iowa that the city will provide incentives in support of the project. A residential TIF would need to be created to provide the tax rebates for the infrastructure costs.

## NEIGHBORHOOD IMPACT

This will have a positive impact on Waterloo, as the property is currently vacant and the redevelopment will bring 15 new single family homes to the area.

## DATA, ANALYSIS, AND STRATEGIES

Economic Development. Revitalizing Waterloo.

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

Proposed Castle Hill TIF

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

None

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

| NAME AND DEPARTMENT | MEETING DATE |
|---|---|
| Noel Anderson, Community Planning and Development Director<br>Planning & Zoning Department | April 20, 2026 |

## AGENDA ITEM TITLE

Resolution in support of an application by 205 E. 4th Street, LLC, for the Iowa Workforce Housing Tax Credit Program application to the Iowa Economic Development Authority, for up to twenty-five apartment units at the Historic Black's Building, located at 205 E. 4th Street, including reimbursement funds of $14,000,000.00.

## RECOMMENDED COUNCIL ACTION

Approval

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

205 E. 4th Street LLC (JSA Development) is making a $56 million investment into the historic Black's Building to redevelop the site into a national brand hotel with 130+ rooms, up to 25 residential units, and commercial space. They are requesting a Resolution of Support for their Iowa Workforce Housing Tax Credit Application. The City entered into a Development Agreement with 205 E. 4th Street LLC on November 3rd, 2025, which provides the company with $14 million for the redevelopment of the historic building over a 10 year period. It should be noted that this resolution of support is not granting more incentives; rather, the wording is needed to show the State of Iowa that the City will provide incentives in support of the project.

## NEIGHBORHOOD IMPACT

The redevelopment of the Black's Building would have a positive impact on downtown Waterloo by providing additional housing units and newly renovated commercial space.

## DATA, ANALYSIS, AND STRATEGIES

Economic Development. Revitalizing downtown Waterloo.

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

There are no expenditures related to the resolution of support.

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. 205 E 4th St DA

**2025-17502**
**RECORDED: 11/26/2025 12:40:12 PM**
**RECORDING FEE: $102.00**
**REVENUE TAX: $**
**COMBINED FEE: $102.00**
**SANDIE L. SMITH, RECORDER**
**BLACK HAWK COUNTY, IOWA**

* City of Waterloo

Prepared By: Austin J. McMahon, 222 1st St. E., Lange & McMahon, PLC 319-334-4488

# DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of November 3, 2025 by and between 205 E 4th LLC (the "Company") and the City of Waterloo, Iowa (the "City").

## RECITALS

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

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

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. **Development Property.** Company has purchased the Property. Company will undertake the Project (defined below) upon the Property.

2. **Improvements by Company.** Company shall (a) remove and properly dispose of all debris and unwanted furnishings, fixtures and other personal property from the Property, (b) rehabilitate the existing structure on the Property to construct a up to 130 room, upper mid-scale or better national brand hotel, Class A commercial space and up to 25 market rate apartments and (c) make other improvements to the building and grounds, including but not limited to parking, streetscaping, storm water, paving and signage improvements (collectively, the "Improvements"). All removal and disposal of asbestos or other hazardous materials shall strictly conform to applicable law, rule or ordinance governing the handling and disposal of such materials. The Improvements shall be constructed in accordance with the terms of this Agreement and with all applicable City, state, and federal building codes, shall comply with all applicable City ordinances and other applicable law, and shall be of a scope and scale as described in Company's plans submitted to City. 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 other work to make the project site usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project."

3. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") that have been submitted to the City. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of such improvements as detailed and outlined in the Plans.

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

The Plans or 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 Plans or Modified Plans in whole or in part, Company shall submit new or corrected. Plans or 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 Plans or Modified Plans fail to conform to the requirements of this Section. The



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provisions of this Section relating to approval, rejection and resubmission of corrected Plans or Modified Plans shall continue to apply until they have been approved by the City; provided, however, that in any event Company shall submit Plans or Modified Plans which are approved by City prior to commencement of construction of 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. City approval of the Plans or modified plans shall not be unreasonably withheld.

4. **Timeliness of Construction; Possibility of Termination.** 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 offer the incentives provided for in this Agreement, and that without said commitment City would not do so.

A. Deadline to complete. Company must obtain a building permit and begin the work no later than twelve (12) months after the date of this Agreement (the "Start Date") and Substantially Complete rehabilitation of the buildings and all units within thirty-six (36) months after the date of this Agreement (the "Project Completion Date"). For purposes of this Agreement, "Substantially Complete" means the date on which the Improvements have been completed pursuant to the Plans or Modified Plans to the extent necessary for City to issue a certificate of occupancy relating thereto and City has also verified that any Project element for which no permit was necessary has been Substantially Completed. All deadlines are subject to Unavoidable Delays as defined in paragraph B below. One six (6) month extension to the Start Date and Substantially Complete Date timelines shall automatically be granted upon written request by the Company.

B. Events triggering termination. If Company does not commence or Substantially Complete construction of the Improvements on the schedule stated above, then City may terminate this Agreement as set forth in Section 16, and City shall then have no further obligation under this Agreement. In any circumstance where Company's progress on the Project fails to meet the schedule stated above, then City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements, and if an extension is granted but construction of the Improvements has not been Substantially Completed within such extended period, then any further time extensions will require consent of the City Council. If development is subsequently stopped 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 an "Unavoidable Delay"), the requirement that construction be completed by the Completion Deadline shall be tolled for a period of time equal to the period of Unavoidable Delay.

5. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the

Property and for payment of any associated connection fees.

6. **City Activities to Aid Project.** In addition to Rebates as provided herein, City will undertake the following activities to assist the Project:

A. Annual Grant Payments. City shall make Annual Grant payments to Company in the total amount of Fourteen Million Dollars ($14,000,000.00), amortized over a ten (10) year period, with interest at the rate of eight and one-half percent (8.5%) per annum. The first Annual Grant payment shall be made on January 1, 2026, and additional Annual Grant payments shall be made each year thereafter on January 1 until paid in full.

B. Parking. The parties shall cooperate to develop and enter into a written agreement with respect to needed repairs, maintenance, cost-sharing, and a lease arrangement that is conducive for the effective operation of the Project.

C. Site Specific Accommodations. City grants the Company the right of use of up to 60 feet parking area adjacent to the property and located on the East 4th Street side of the building for use as a temporary drop off and pick up zone for property guests at no additional cost to the Company. City also grants an encroachment to the Company to construct an entrance canopy, at its option, from the property's East 4th Street entrance and up to 10 feet into the parking area on the west side of the street. City grants the right to the Company, at its option, to place landscaping and lighting enhancements on any and all elevations of the building and the adjoining sidewalks and alleys. City will not unreasonably withhold approval of other accommodations and enhancements not contemplated by this agreement. The design of improvements contemplated in this section will be subject to review and approval of the Main Street Waterloo Design Council which shall not be unreasonably withheld.

7. **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 $8,000,000.00 (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 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.

8. **Tax Rebates and Abatement.** The Company waives, and shall not receive,



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any tax rebates, and Company further waives, and shall not receive, any tax abatement in connection with this Agreement.

9. **Additional Covenants of Company.** In 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 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. However, in no event shall Company be required to submit a report more frequently than once every thirty (30) day period.

C. During construction of the Improvements and thereafter until the MAA termination date 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. Until the MAA termination date 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. The 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 Property and completed Improvements as stated in the MAA and any amendments thereto 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 and any amendments thereto.

G. Until the MAA termination date Company agrees that (1) it will not undertake, in any other municipality in Black Hawk County, the construction or

rehabilitation of any commercial property as a primary location for Company's business operations of the type to be conducted on the Property, and (2) it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

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 conveyed to it. Until the MAA termination date, 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 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 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 arising after Company's lease or acquisition of the same or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any Willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and conditions of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property.

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

13. **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 90 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 90-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.

14. **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.

15. **Limitations on Payments of Grants.**

A. Each payment of a Grant 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 Grants 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 any other term or provision of this Agreement, City shall have no obligation to make a payment of a Grant 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 Project Property and future taxable improvements upon the Project Property or from other properties in the Urban Renewal Area to fund a Grant payment to Company, as contemplated under any term or provision of this Agreement, 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 Project Property and future taxable improvements upon the Project Property or from other properties in the Urban Renewal Area 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, then either party may terminate this Agreement, without penalty or other liability, and the parties shall then negotiate a different arrangement to provide for City's payment of development costs to Company.

C. For purposes of this Agreement, "Tax Increments" shall mean the property tax revenues on (i) the Project Property and future taxable improvements thereon and (ii) other properties in the Urban Renewal Area that are 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.

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

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

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

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

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

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

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

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

18. **Remedies.**

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

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30

days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

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

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

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

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

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

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

(b) if to Company, at 215 E 4th Street, Waterloo, Iowa 50703, Attention: Managing Member.



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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.

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

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

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

26. **Compliance with Laws.** Company shall comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, and regulations in connection with the design and construction of the Improvements and operation of the finished Project, including, but not limited to, the Americans with Disabilities Act of 1990 (ADA), as amended, and any implementing regulations, as well as all applicable building, zoning, environmental, labor, safety, and accessibility requirements.

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. **Governing Law; Litigation.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Iowa. The parties hereby agree and consent, with respect to any action to enforce or defend any claim, counterclaim, cross-claim, cause of action, or any matter arising from or in any way related to this Agreement or the transactions contemplated hereby, (a) to WAIVE ANY RIGHT TO A TRIAL BY JURY; (b) to submit to the exclusive jurisdiction of the Iowa District Court for Black Hawk County; and (c) to irrevocably waive, to the fullest extent possible, the defense of any inconvenient forum or improper venue to the maintenance of any such action or proceeding.

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

31. **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.

32. **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.

33. **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**

**205 E 4TH LLC**

By: _____
**Managing Member**

Name: David Deeds,

EXHIBIT"A"

Legal Description of Property

LOT NOS. 9 AND 10;

THE SOUTHWEST 38 FEET OF LOT NO. 8; AND

LOT NO. 7, EXCEPT THE NORTHEASTERLY 5 FEET THEREOF; ALL IN BLOCK NO. 13 IN THE ORIGINAL PLAT ON THE EAST SIDE OF THE CEDAR RIVER, IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA.

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EXHIBIT"B"

**MINIMUM ASSESSMENT AGREEMENT**

This Minimum Assessment Agreement (the "Agreement") is entered into as of 10/3, 2025 by and among the CITY OF WATERLOO, IOWA ("City"), 205 E 4th 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 Downtown Waterloo Urban Renewal and Redevelopment Plan area, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property (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 Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than Eight Million Dollars $8,000,000.00 (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 date set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by June 30, 2028 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, 2040. 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

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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 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 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

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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 M. Hart, Mayor**

Attest: _____
**Kelley Felchle, City Clerk**

**205 E 4TH LLC**

By: _____
**Managing Member**

Name: David Deeds

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

NOTARIAL SEAL IOWA
BRITNI C PERKINS
COMMISSION NO. 845529
MY COMMISSION EXPIRES
JANUARY 27, 2026

On this 6 day of November, 2025, 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 ho 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 before me on November 19, 2025, by David Deeds as Managing Member of 205 4th LLC.

NOTARIAL SEAL IOWA
ALYISSA KRISTEN LITTLE
COMMISSION NO. 866416
MY COMMISSION EXPIRES
JULY 29, 2028

_____
**Notary Public**

## 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 Eight Million Dollars ($8,000,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

11-24-2025
Date

Assessor for Black Hawk County, Iowa

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

Subscribed and sworn to before me on 11-26-25 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

NOTARIAL SEAL IOWA
TARA JOHNSON
Commission Number 767467
My Commission Expires
April 5, 2026

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

| NAME AND DEPARTMENT | MEETING DATE |
| --- | --- |
| Noel Anderson, Community Planning and Development Director<br>Planning & Zoning Department | April 20, 2026 |

## AGENDA ITEM TITLE

Resolution approving compensation in the amount of $5,520.00 to CRV, Inc. for the removal of 27.9 square-yards of concrete paving, and removal of 27.1 square-yards of asphalt paving, for property located at 1607-1621 La Porte Road, in conjunction with the La Porte Road Phase II Reconstruction Project.

## RECOMMENDED COUNCIL ACTION

Approval.

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving compensation in the amount of $5,520.00 to CRV, Inc., for the removal of 27.9 square-yards of concrete paving, and removal of 27.1 square-yards of asphalt paving, for property located at 1607-1621 La Porte Road, in conjunction with the La Porte Road Phase II Reconstruction Project. The city has compensated other properties along the corridor for pavement losses, and this estimate was determined by paying $126.00 per square yard of removal of concrete, and $74.00 per square yard for the removal of asphalt, which is the same methodology used on other road reconstruction projects in the city.

This pavement removal compensation was inadvertently left out of resolution 2025-730, that initially approved right-of-way acquisition and a permanent easement for the property in question, and pavement removal compensation was part of the offer to the property owner. The pavement removal areas are along La Porte Road and Howard Avenue, and are hatched in orange dashes as shown in the attached exhibits.

## NEIGHBORHOOD IMPACT

Reconstruction of the corridor would have a positive impact upon the surrounding commercial area, as the corridor was designed and built in the 1960s. The redesigned corridor will have underground utilities and streetscaping.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

Property owners along the corridor have been invited to multiple public information meetings.

## SOURCE OF EXPENDITURES

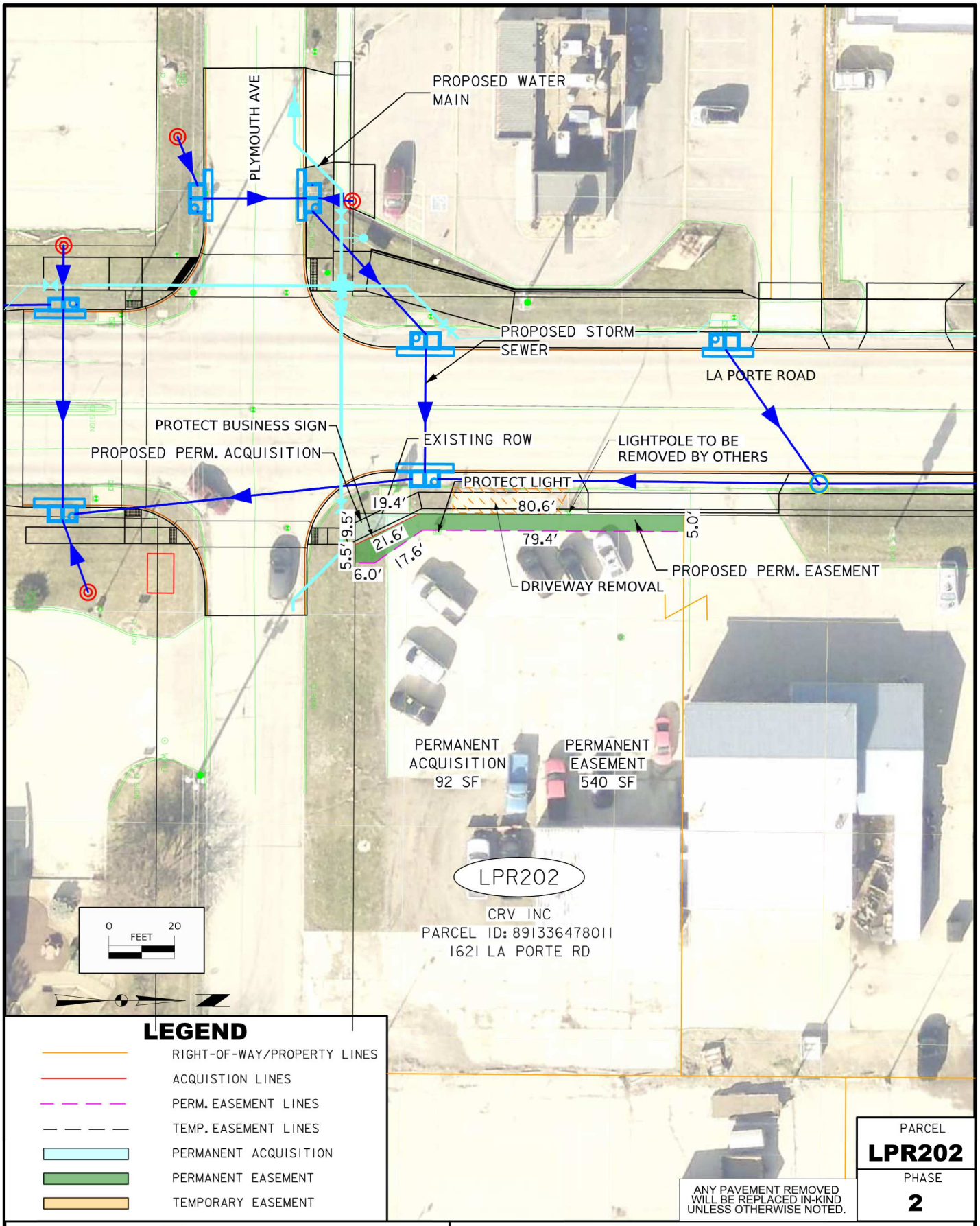
Crossroads TIF.

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

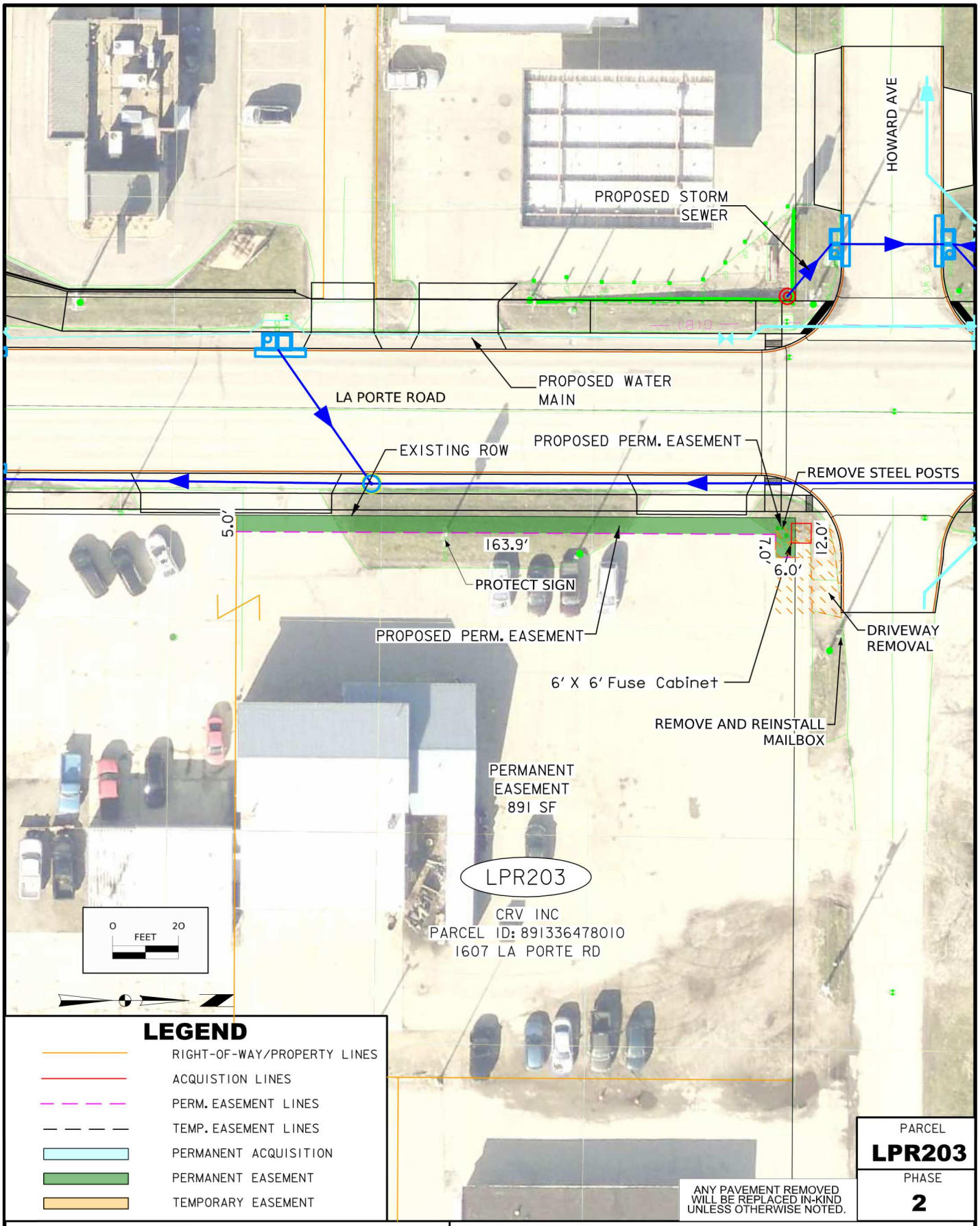
1. Pavement Removal Exhibits




AECOM

**Public Impact Diagram**
**CRV INC**
**La Porte Road Reconstruction**

04-10-25 Waterloo, Iowa 60736162




AECOM

**Public Impact Diagram**
**CRV INC**
**La Porte Road Reconstruction**

04-10-25 Waterloo, Iowa 60736162

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

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

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving the request by BFA, Inc. on behalf of Wal-Mart to dedicate 30,436 square feet of 20-foot water line easement located at 1334 Flammang Drive.

## RECOMMENDED COUNCIL ACTION

Approval

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

The applicant is requesting to dedicate a 30,436 square foot easement for a water main. Currently, the majority of the water main on the property does not run under an easement. The applicant has also requested to vacate the easement that was meant for the water main. The vacate and dedication request is necessary to place an easement for the water line in the correct location.
The Technical Review Committee had no comments or concerns about this request.
The Planning, Programming, and Zoning Commission recommended approval of the request unanimously at their regular meeting on March 10, 2026.

## NEIGHBORHOOD IMPACT

The request to dedicate a water line easement would not appear to have a negative impact upon the surrounding area as the easement will cover the area where the water main is located.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

The Planning, Programming, and Zoning Commission held a hearing at their regular meeting on March 10, 2026 and recommended approval of the request unanimously.

## SOURCE OF EXPENDITURES

N/A

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

A perpetual 20 foot wide watermain easement, being part of Lot 1 of “Crossroads Plat No. 3” per plat of record in Plat Book W, Page 85 of the Black Hawk County, Iowa records, and a portion of the unplatted Southwest Quarter of the Southwest Quarter of Section 2, Township 88 North, Range 13 West of the 5th P.M. City of Waterloo, Black Hawk County, Iowa, said easement being more fully described, to wit:

Commencing at the northeast corner of said Lot 1, also being on the south right-of-way of Flammang Drive; thence on the north line of said Lot 1 and the south right-of-way of Flammang Drive S 89° 25' 53" W 80.33 feet to the Point of Beginning; thence leaving said lot line and right-of-way line S 00° 34' 07" E 46.25 feet; thence S 22° 35' 14" W 269.23 feet; thence S 88° 32' 20" W 544.20 feet; thence S 01° 27' 40" E 16.00 feet; thence S 88° 32' 20" W 20.00 feet; thence N 01° 27' 40" W 16.00 feet; thence S 88° 32' 20" W 36.90 feet to a point on the west line of said Lot 1; thence on said west line S 00° 29' 07" E 435.40 feet; thence leaving said west line N 89° 12' 49" E 84.24 feet; thence S 01° 26' 13" E 66.76 feet to a point on the south line of said Lot 1; thence on said south line S 89° 14' 42" W 20.00 feet; thence leaving said south line N 01° 26' 13" W 46.74 feet; thence S 89° 12' 49" W 84.57 feet; thence N 00° 29' 07" W 475.17 feet; thence N 88° 32' 20" E 607.78 feet; thence N 22° 35' 14" E 252.15 feet; thence N 00° 34' 07" W 42.15 feet to a point on the north line of said Lot 1, also being on the south right-of-way of Flammang Drive; thence on said lot line and right-of-way line N 89° 25' 53" E 20.00 feet to the Point of Beginning; Containing 30,436 square feet, more or less.

## ATTACHMENTS

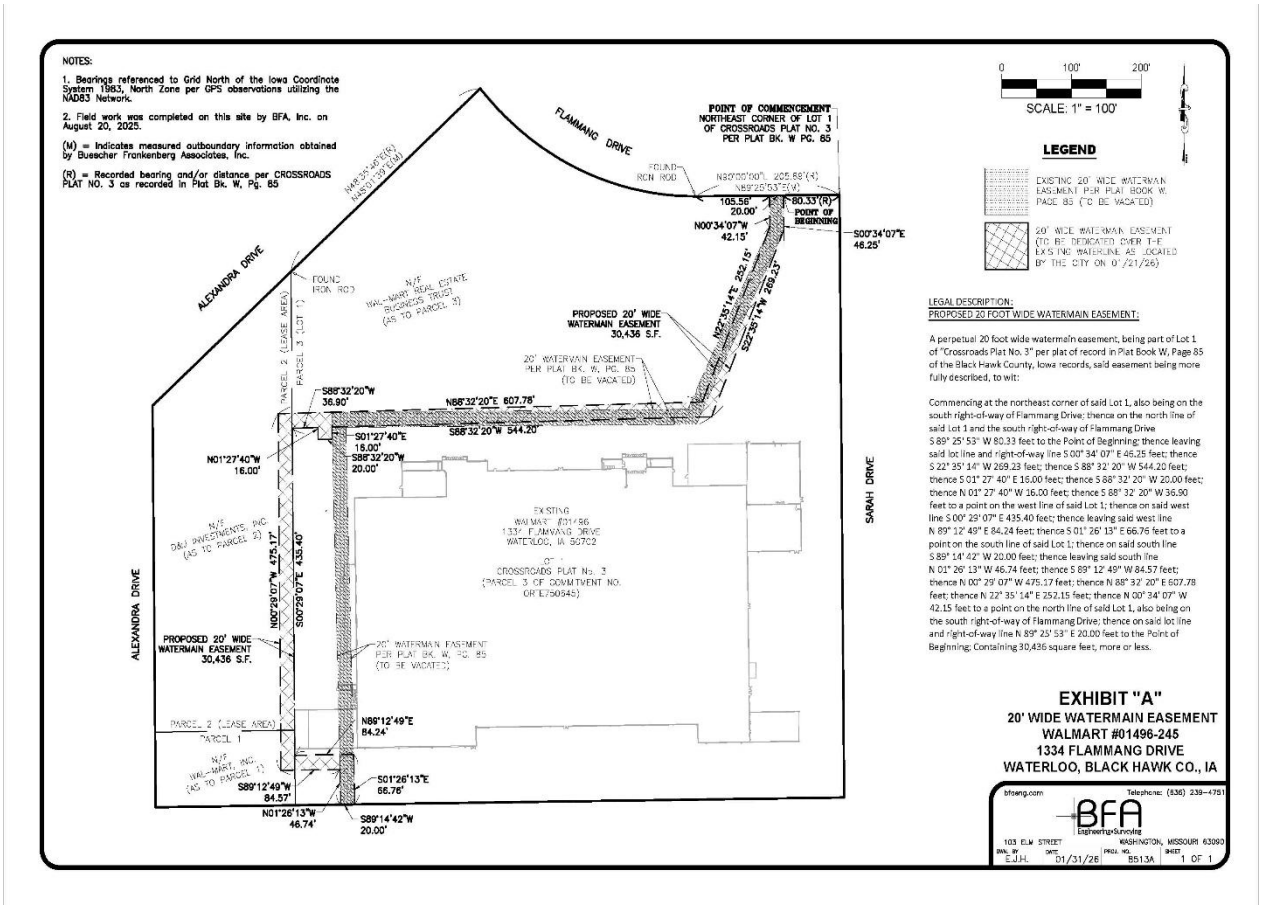
1. Dedicate request-Staff report- 1334 Flammang
2. Public Utility Easement Agreement - Waterloo - 04.11.2026
3. Proposed Easement Area Exhibit B- WM - 1334 Flammang Drive Waterloo IA - 04-11-2026-UPDATED

CITY OF WATERLOO
Planning & Zoning

| | |
|---|---|
| **TO:** | Planning, Programming, and Zoning Commission |
| **PREPARER:** | Joseph Geilman, Planner I |
| **PZ MEETING DATE:** | March 10, 2026 |
| **REQUEST:** | Dedicate 30,436 square feet of 20’ water line easement. |
| **APPLICANT:** | BFA, Inc. on behalf of Walmart. |
| **LOCATION:** | 1334 Flammang Drive. |

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| SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD: | The request to dedicate a water line easement would not appear to have a negative impact upon the surrounding area as the easement will cover the area where the water main is located. |
| VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS: | The proposed dedication request would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by Flammang Drive, Sarah Drive, and Alexandra Drive, which are all designated as a Local Street. |
| RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY: | There are no recreational trails located near the site. There are also no sidewalks in the immediate vicinity of the location in question. |
| ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY: | The area in question has been zoned “S-1” Shopping Center District since the adoption of the zoning ordinance in 1969. Surrounding land uses and their zoning designations are as follows:<br><br>**North** – Commercial properties, zoned “S-1” Shopping Center District, including KFC Chicken and other commercial users.<br><br>**South** –Residential properties, zoned “R-3,R-P” Planned Multiple Residence District.<br><br>**East** Commercial properties, zoned “S-1” Shopping Center District.<br><br>**West** – Commercial properties, zoned “C-2,C-Z” Conditional Zoning Commercial District. |

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| DEVELOPMENT HISTORY: | The Walmart building was built in 1989, and the residential buildings to the south were built between 2007 and 2016. |
| PUBLIC /OPEN SPACES/ SCHOOLS: | Blessed Maria Assunta Pallotta Middle School and Columbus High School are located approximately 3,000 feet to the northwest of the site.<br><br>There are no parks in the immediate vicinity. |
| FLOODPLAIN: | A very small portion of the property is located within a flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025, Pannel Number 0304G, dated May 8, 2024. |
| DRAINAGE: | A drainage plan will not be needed for this request. |
| UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC. | There is a 12” Water main that the easement will cover. There is also an 18” Storm sewer located in the Walmart parking lot. |




| | |
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| STAFF ANALYSIS – SUBDIVISION ORDINANCE | The applicants are not looking to subdivide the property at this time. |
| STAFF ANALYSIS – SITE ANALYSIS: | The applicant is requesting to dedicate a 30,436 square foot easement for a water main. Currently, the majority of the water |

| | |
|---|---|
| | main on the property does not run under an easement. The applicant has also requested to vacate the easement that was meant for the water main.<br><br>The vacate and dedication request is necessary to place an easement for the water line in the correct location. |
| TECH REVIEW AND UPDATES | The Technical Review Committee had no comments or concerns about this request. |
| PLANNING, PROGRAMMING AND ZONING COMMISSION | The Planning, Programming, and Zoning Commission recommended approval of the request unanimously at their regular meeting on March 10, 2026. |
| RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN: | This property is designated as Commercial on the Future Land Use Map, a component of the Comprehensive Plan. This request is in conformance with that designation. |
| STAFF RECOMMENDATION: | Therefore, staff recommends that the request by BFA, Inc. on behalf of Wal-Mart to dedicate 30,436 square feet of 20’ water line easement located at 1334 Flammang Drive, be approved for the following reasons:<br><br>1. This easement will cover the location where the water main is located.<br>2. The applicant has submitted a request to vacate the easement that is in the wrong location. |

**PUBLIC UTILITY EASEMENT AGREEMENT**

**Recorder's Cover Sheet**

**Preparer Information:**

Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
402-231-8822

**After Recording, Return Document To:**

Wal-Mart Real Estate Business Trust
814 Respect Drive – Always Building
Bentonville, AR 72716
Attn: Real Estate Manager

| | |
|---|---|
| **Grantor:** | D & J Investments, Inc., an Iowa corporation<br>Wal-Mart, Inc., a Delaware corporation<br>Wal-Mart Real Estate Business Trust, a Delaware statutory trust |
| **Grantee:** | City of Waterloo, a municipal corporation in the State of Iowa<br>Waterloo Water Works, a public utility provider in the City of Waterloo, Iowa |
| **Property**: | See Exhibits A and B |

# PUBLIC UTILITY EASEMENT AGREEMENT

**THIS PUBLIC UTILITY EASEMENT AGREEMENT** (this "**Agreement**") is entered into and effective this _____ day of April, 2026 (the "**Effective Date**"), by and among D & J INVESTMENTS, INC., an Iowa corporation ("**DJI**"), WAL-MART, INC., a Delaware corporation ("**Wal-Mart**"), and WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("**WM Trust**" and collectively with DJI and Wal-Mart, "**Grantor**"), and the CITY OF WATERLOO, a municipal corporation in the State of Iowa (the "**City**"), and WATERLOO WATER WORKS, a public utility provider in the City of Waterloo, Iowa ("**Water Works**" and together with the City, "**Grantee**"). DJI, Wal-Mart, WM Trust, the City, and Water Works are also collectively referred to herein as the "**Parties**," and each in their respective individual capacities as a "**Party**."

## RECITALS

**WHEREAS**, DJI is the owner of certain real property located in Black Hawk County, Iowa, as legally described and identified as the "**DJI Property**" on **Exhibit A** attached hereto and generally depicted on **Exhibit B** attached hereto;

**WHEREAS**, Wal-Mart is the owner of certain real property located in Black Hawk County, Iowa, as legally described and identified as the "**Wal-Mart Property**" on **Exhibit A** attached hereto and generally depicted on **Exhibit B** attached hereto;

**WHEREAS**, WM Trust is the owner of certain real property located in Black Hawk County, Iowa, as legally described and identified as the "**WM Trust Property**" on **Exhibit A** attached hereto and generally depicted on **Exhibit B** attached hereto (with the DJI Property, the Wal-Mart Property, and the WM Trust Property being referred to collectively herein as the "**Grantor Property**"); and

**WHEREAS**, Grantee has requested from Grantor, and Grantor desires to grant to Grantee, a non-exclusive, perpetual easement, on, upon over, under, and through a portion of the Grantor Property, as legally described and generally depicted on **Exhibit B** attached hereto (the "**Easement Area**"), for the purposes set forth herein.

## AGREEMENT

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement**. Grantor hereby grants to Grantee, and Grantee hereby accepts from Grantor, a non-exclusive, perpetual easement on, upon, over, under, and through the Easement Area for the development, installation, construction, reconstruction, operation, utilization, maintenance, repair, replacement, and removal of a water main pipeline and appurtenant facilities and fixtures that are accessory to, reasonably related to, or necessary for use in connection therewith (collectively, the "**Facilities**). Grantee shall at all times have the right of ingress, egress, and access to and along the Easement Area, only as to that portion of the Grantor Property as may be reasonably necessary for the exercise of Grantee's rights hereunder; provided, however, that Grantee shall use reasonable efforts to minimize interference with Grantor's use of the Grantor Property and shall restore any disturbed areas as nearly as practicable to their condition immediately prior to such entry. In no event shall the Easement Area be used by Grantee, or its employees, agents, contractors, vendors, or invitees, as a staging area for any equipment, trucks, dirt,

supplies, soil, or material. Notwithstanding any contrary provision contained herein, in the event Grantee fails to use the Easement Area and the Facilities located therein for their intended purpose, or otherwise fails to maintain and repair the same, for a continuous period of two (2) years, then the rights granted under this Agreement shall terminate automatically. Upon written notice from Grantor following such termination, Grantee shall, within a reasonable period of time (and in any case, no later than one hundred twenty (120) days after receipt of Grantor's notice), remove all Facilities located within the Easement Area and restore the Easement Area as nearly as practicable to its condition immediately prior to installation.

2. Permits; Licenses; Applicable Law. Grantee shall secure, maintain, and comply with all required licenses, permits, and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement, and maintenance of the Facilities. Grantee shall comply with any and all applicable federal, state, and local laws, rules, regulations, statutes, codes, orders, and ordinances, including, but not limited to, those governing the prevention, abatement, and elimination of pollution and/or protection of the environment and the employment of its workers. Grantee acknowledges that it is Grantee's sole responsibility to obtain any governmental permits to perform any required maintenance checks, and to abide by any governmental regulations associated with the use, construction, patrolling, replacement, and maintenance of the Facilities, as applicable.

3. Maintenance; Restoration.

(a) Grantee shall exercise reasonable care to avoid unnecessary damage to the Easement Area and the remainder of the Grantor Property. Grantee shall restore the Easement Area and the remainder of the Grantor Property (including, without limitation, any landscaping, sod, trees, shrubbery, buildings, and improvements) to, as close as is reasonably possible, the condition immediately preceding Grantee's activities thereon and shall repair any damage thereto caused by Grantee or its agents during the exercise of the rights granted herein, so that Grantor, and its successors and assigns, shall have the free and unobstructed use thereof, subject to the rights of Grantee herein provided. All repair, replacement, maintenance, or renovation of the Facilities within the Easement Area shall be at Grantee's sole cost and expense and shall be performed in compliance with all applicable laws. Grantee shall keep the Grantor Property free of liens attributable to Grantee's work.

(b) If, in an emergency, it shall become necessary for Grantor to promptly make any repairs that otherwise would have been the responsibility of Grantee, or if Grantee shall fail to adequately maintain the Easement Area as provided herein, then Grantor, at Grantor's sole option, but not the obligation, may proceed forthwith to have the repairs made and pay the cost thereof, and to receive reimbursement therefor from Grantee within thirty (30) days after a written request fort he same. In such instances, Grantor shall provide Grantee with oral notification of its intention to make such repairs or the occurrence of such repairs, at the earliest practicable time given the nature and extent of the emergency.

4. Indemnification. Grantor, its successors and assigns, will not be responsible for damage by others to the Facilities. Grantee shall indemnify, defend and hold harmless Grantor and Grantor Parties from any damages or liability to persons or property that might arise from the use, construction, removal, operation, or maintenance of the Easement Area and the Facilities located therein, by Grantee and/or the Grantee Parties. For purposes of this Agreement, (i) "**Grantee Parties**" shall refer to and include Grantee's agents, employees, officers, managers, contractors, vendors, and anyone authorized by or otherwise under the control of Grantee, and (ii) "**Grantor Parties**" shall refer to and include Grantor's agents, employees, officers, managers, contractors, vendors, and invitees.

5. Hazardous Materials. Grantee, its successors and assigns, shall indemnify, defend, and hold harmless Grantor and the Grantor Parties from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment and claims of any and every kind whatsoever paid, incurred, or suffered by, or asserted against, Grantor, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge, or release of any Hazardous Substance and/or Hazardous Material (as those terms may be defined in the acts recited hereinbelow) resulting from the operations of Grantee or the Grantee Parties upon or under the Grantor Property or any portion thereof, including without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act (and any and all amendments to the above-referenced acts), any so called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any such Hazardous Substance and/or Hazardous Material.

6. Default. If Grantee defaults in the performance of any provision contained in this Agreement, Grantor may exercise any and all remedies available at law or in equity, following written notice and a fifteen (15)-day period during which Grantee shall have the opportunity to cure such default to Grantor's reasonable satisfaction.

7. Runs with Land; Binding Effect. This Agreement (including all easements and rights granted herein) shall run with the Grantor Property and shall be perpetual in nature, and the benefits and burdens herein contained shall inure to and bind the Parties' respective heirs, personal representatives, successors, and assigns, subject to the termination provisions in Section 1 above.

8. No Waiver. The failure of any Party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. Notice. Any notices, demands, or requests made pursuant to, under, or by virtue of this Agreement shall be in writing and shall be deemed to have been given, received, and become effective: (i) if personally delivered, on the date of personal delivery; (ii) if delivered by express mail or nationally recognized overnight courier service, on the next business day if designated for overnight delivery; or (iii) if mailed to the Party by certified or registered mail, postage prepaid, return receipt requested, on the date that is three (3) days after deposit in the mail. Notices shall be addressed to the Parties as follows (or to any successor party hereto at the address on file with the Black Hawk County Assessor's Office):

If to Grantor: D & J Investments, Inc.
Attn: _____
P.O. Box 547
Cedar Falls, IA 50613

Wal-Mart Inc.
Attn: Real Estate Manager
814 Respect Drive – Always Building
Bentonville, AR 72716

Wal-Mart Real Estate Business Trust
Attn: Real Estate Manager
814 Respect Drive – Always Building
Bentonville, AR 72716

If to Grantee: City of Waterloo, Iowa
Attn: _____
715 Mulberry Street
Waterloo, IA 50703

10. Further Assurances. Each Party hereto agrees to execute and deliver all such further documents and to take such further actions as may be necessary or reasonably requested by any other Party hereto to effectuate fully the terms and provisions of this Agreement.

11. Recitals and Exhibits. The Recitals written above and the Exhibits attached hereto and referred to herein are incorporated by reference into this Agreement.

12. Governing Law. The Parties agree that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

13. Attorney Fees. Any Party hereto may enforce this Agreement by appropriate legal action and the prevailing Party in such action may recover, as part of its costs in such action, reasonable attorneys' fees and court costs.

14. Modification. Any modification of this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if evidenced in a writing that is signed by each Party or an authorized representative of each Party.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and any prior understanding or representation of any kind preceding the Effective Date of this Agreement shall not be binding on each Party except to the extent incorporated in this Agreement.

16. Headings. The headings of the Sections contained herein are intended for reference purposes only and shall not be used to interpret the agreement contained herein or the rights granted hereby.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**[Signatures on following pages.]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date set forth above.

**GRANTOR**:

**D & J INVESTMENTS, INC.,**
**an Iowa corporation**

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity as _____ of D & J Investments, Inc., an Iowa corporation, and that by their signature on the instrument, the entity upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: _____

**WAL-MART, INC.,**
**a Delaware corporation**

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity as _____ of Wal-Mart, Inc., a Delaware corporation, and that by their signature on the instrument, the entity upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: _____

**WAL-MART REAL ESTATE BUSINESS TRUST,**
**a Delaware statutory trust**

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity as _____ of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, and that by their signature on the instrument, the trust upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: _____

# EXHIBIT A

## Legal Description of Grantor Property

### DJI Property

A parcel of land in the Southwest 1/4 of the Southwest 1/4 of Section 2, Township 88 North, Range 13 West of the 5th P.M., in the City of Waterloo, Black Hawk County, Iowa, described as follows:

Commencing at the Southwest corner of said Section 2; thence due East 1,317.85 feet along the South line of Section 2, to the Southeast corner of said Southwest 1/4 of the Southwest 1/4; thence North along the East line of the Southwest 1/4 of the Southwest 1/4 33 feet to the point of beginning; thence continuing North along said East line 710.7 feet; thence South 48º48'00" West 266.9 feet; thence South 00º17'30" West 534.9 feet; thence South 90º00'00" East 200 feet to the point of beginning, except the South 100 feet thereof.

### Wal-Mart Property

A parcel of land in the Southwest 1/4 of the Southwest 1/4 of Section 2, Township 88 North, Range 13 West of the 5th P.M., in the City of Waterloo, Black Hawk County, Iowa, described as follows:

The South 100 feet of the following: Commencing at the Southwest corner of said Section 2; thence due East 1,317.85 feet along the South line of Section 2, to the Southeast corner of said Southwest 1/4 of the Southwest 1/4; thence North along the East line of the Southwest 1/4 of the Southwest 1/4 33 feet to the point of beginning; thence continuing North along said East line 710.7 feet; thence South 48º48'00" West 266.9 feet; thence South 00º17'30" West 534.9 feet; thence South 90º00'00"East 200 feet to the point of beginning.

### WM Trust Property

Lot 1, in Crossroads Plat No. 3, in Waterloo, Black Hawk County, Iowa.

## EXHIBIT B

## Legal Description and Depiction of Easement Area

A perpetual 20-foot-wide watermain easement, being part of Lot 1of "Crossroads Plat No. 3" per plat of record in Plat Book W, Page 85of the Black Hawk County, Iowa records, and a portion of the unplatted Southwest 1/4 of the Southwest 1/4 of Section 2, Township 88 North, Range 13 West of the 5th PM, City of Waterloo, Black Hawk County, Iowa, said easement being more fully described, to wit:

Commencing at the northeast corner of said Lot 1, also being on the south right-of-way of Flammang Drive; thence on the north line of said Lot 1 and the south right-of-way of Flammang Drive S 89° 25' 53" W 80.33 feet to the Point of Beginning; thence leaving said lot line and right-of-way line S 00° 34' 07" E 46.25 feet; thence S 22° 35' 14" W 269.23 feet; thence S 88° 32' 20" W 544.20 feet; thence S 01° 27' 40" E 16.00 feet; thence S 88° 32' 20" W 20.00 feet; thence N 01° 27' 40" W 16.00 feet; thence S 88° 32' 20" W 36.90 feet to a point on the west line of said Lot 1; thence on said west line S 00° 29' 07" E 435.40 feet; thence leaving said west line N 89° 12' 49" E 84.24 feet; thence S 01° 26' 13" E 66.76 feet to a point on the south line of said Lot 1; thence on said south line S 89° 14' 42" W 20.00 feet; thence leaving said south line N 01° 26'13" W 46.74 feet; thence S 89° 12' 49" W 84.57 feet; thence N 00° 29' 07" W 475.17 feet; thence N 88° 32' 20" E 607.78feet; thence N 22° 35' 14" E 252.15 feet; thence N 00° 34' 07" W 42.15 feet to a point on the north line of said Lot 1, also being on the south right-of-way of Flammang Drive; thence on said lot line and right-of-way line N 89° 25' 53" E 20.00 feet to the Point of Beginning; Containing 30,436 square feet, more or less.

**[SEE DEPICTION ON FOLLOWING PAGE]**

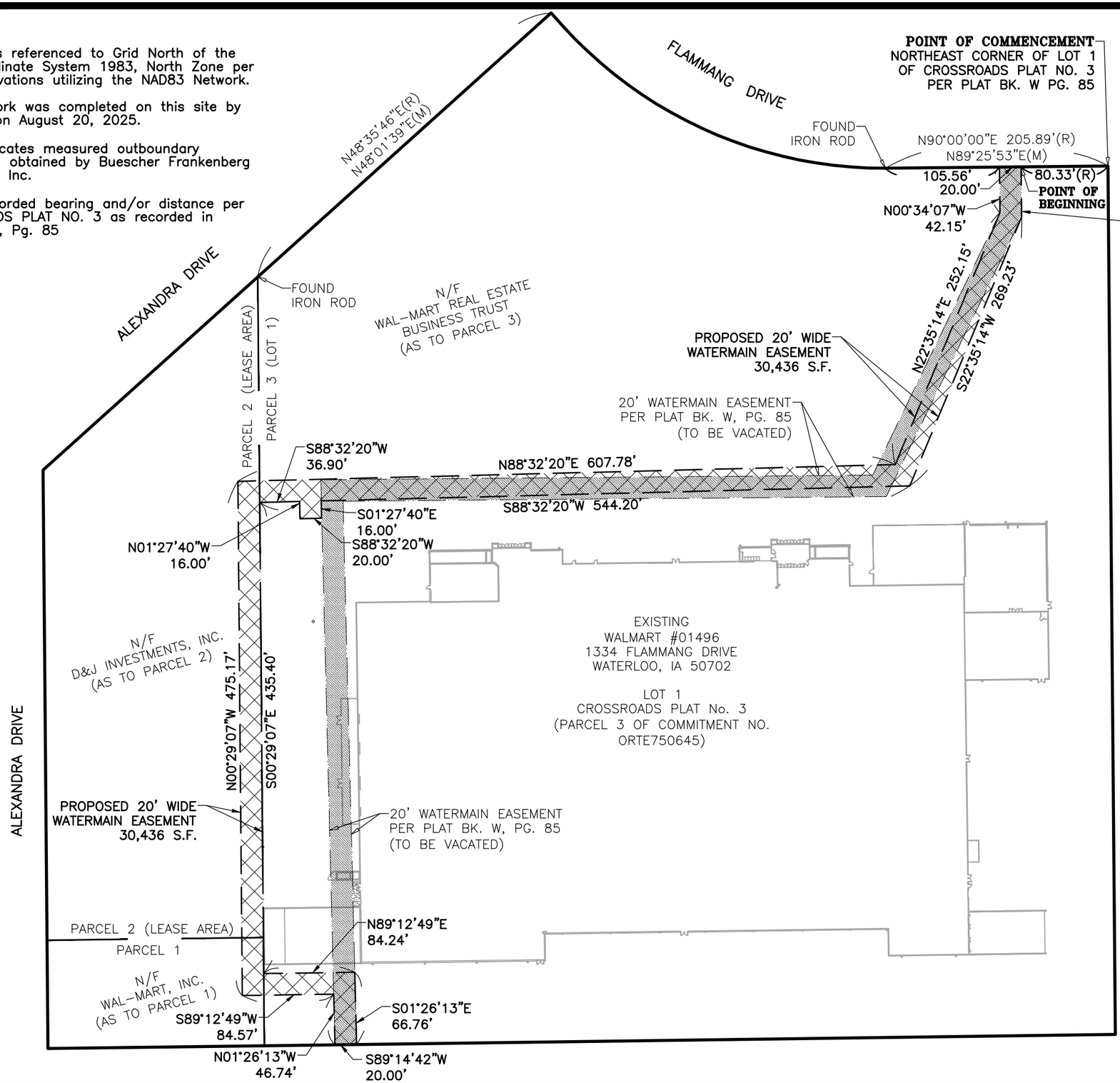
NOTES:

1. Bearings referenced to Grid North of the Iowa Coordinate System 1983, North Zone per GPS observations utilizing the NAD83 Network.

2. Field work was completed on this site by BFA, Inc. on August 20, 2025.

(M) = Indicates measured outboundary information obtained by Buescher Frankenberg Associates, Inc.

(R) = Recorded bearing and/or distance per CROSSROADS PLAT NO. 3 as recorded in Plat Bk. W, Pg. 85




0 100' 200'

SCALE: 1" = 100'

## LEGEND

EXISTING 20' WIDE WATERMAIN EASEMENT PER PLAT BOOK W, PAGE 85 (TO BE VACATED)

20' WIDE WATERMAIN EASEMENT (TO BE DEDICATED OVER THE EXISTING WATERLINE AS LOCATED BY THE AHJ ON 01/21/26)

LEGAL DESCRIPTION:
PROPOSED 20 FOOT WIDE WATERMAIN EASEMENT:

A perpetual 20 foot wide watermain easement, being part of Lot 1 of "Crossroads Plat No. 3" per plat of record in Plat Book W, Page 85 of the Black Hawk County, Iowa records, and a portion of the unplatted Southwest Quarter of the Southwest Quarter of Section 2, Township 88 North, Range 13 West of the 5th P.M. City of Waterloo, Black Hawk County, Iowa, said easement being more fully described, to wit:

Commencing at the northeast corner of said Lot 1, also being on the south right-of-way of Flammang Drive; thence on the north line of said Lot 1 and the south right-of-way of Flammang Drive S 89° 25' 53" W 80.33 feet to the Point of Beginning; thence leaving said lot line and right-of-way line S 00° 34' 07" E 46.25 feet; thence S 22° 35' 14" W 269.23 feet; thence S 88° 32' 20" W 544.20 feet; thence S 01° 27' 40" E 16.00 feet; thence S 88° 32' 20" W 20.00 feet; thence N 01° 27' 40" W 16.00 feet; thence S 88° 32' 20" W 36.90 feet to a point on the west line of said Lot 1; thence on said west line S 00° 29' 07" E 435.40 feet; thence leaving said west line N 89° 12' 49" E 84.24 feet; thence S 01° 26' 13" E 66.76 feet to a point on the south line of said Lot 1; thence on said south line S 89° 14' 42" W 20.00 feet; thence leaving said south line N 01° 26' 13" W 46.74 feet; thence S 89° 12' 49" W 84.57 feet; thence N 00° 29' 07" W 475.17 feet; thence N 88° 32' 20" E 607.78 feet; thence N 22° 35' 14" E 252.15 feet; thence N 00° 34' 07" W 42.15 feet to a point on the north line of said Lot 1, also being on the south right-of-way of Flammang Drive; thence on said lot line and right-of-way line N 89° 25' 53" E 20.00 feet to the Point of Beginning; Containing 30,436 square feet, more or less.

# EXHIBIT "B"

## 20' WIDE WATERMAIN EASEMENT
## WALMART #01496-245
## 1334 FLAMMANG DRIVE
## WATERLOO, BLACK HAWK CO., IA


bfaeng.com Telephone: (636) 239-4751

BFA Engineering • Surveying

103 ELM STREET WASHINGTON, MISSOURI 63090


| DWN. BY | DATE | PROJ. NO. | SHEET |
|---|---|---|---|
| E.J.H. | 4/10/26 | 8513A | 1 OF 1 |

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

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

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving a Temporary Easement Agreement in the amount of $137.00 with Mark and Mary Minard, located at 1432 Edgewood Drive, in conjunction with the Katoski Drive/Huntington Road Reconstruction Project, and authorizing the Mayor and City Clerk to execute said document.

## RECOMMENDED COUNCIL ACTION

Approval.

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving a Temporary Easement Agreement in the amount of $137.00 with Mark Minard and Mary Minard, located at 1432 Edgewood Drive, in conjunction with the Katoski Drive/Huntington Road reconstruction project, and authorizing the Mayor and City Clerk to execute said document.

The temporary easement is for the purposes of doing grading, which ensures a maintainable slope, and reseeding, and the easement is shown on the attached project diagram. This smaller temporary easement relates to a new sidewalk along the frontage of the property in the city right-of-way, and this sidewalk will connect to a new recreational trail. The offer price was valued at 120 percent of the assessed value of the land, which is $4.79 per square foot, then multiplied by the area of the temporary easements. However, only ten percent of the full asking price is offered for the temporary easement since it will expire.

With the new high school under construction, improvements are going to be made to Katoski Drive and Huntington Road, which include a roundabout, sidewalks and recreational trails.

## NEIGHBORHOOD IMPACT

The temporary easements would not negatively impact the surrounding area.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

Local Option Sales Tax.

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. Temporary Easement Agreement

Prepared by Tim Andera, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 Phone (319) 291-4366

# TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into as of _____, 2026 by and between the City of Waterloo, Iowa ("Grantee") and Mark Minard and Mary Minard ("Grantor").

1. **Grant of Temporary Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Grantor does hereby grant and convey unto Grantee, and Grantee does hereby accept, a temporary easement for purposes relating to construction of the Improvements (the "**Temporary Easement**") in, to, upon, over, across, and beneath the real estate (the "**Temporary Easement Premises**") as set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

2. **Purpose.** The Temporary Easement Premises is intended for use by Grantee, its employees, contractors and agents, to reconstruct Katoski Drive, Huntington Road, and adjoining street connections, utility improvements, grading, seeding, and installation of sidewalk and trail. (the "**Improvements**"). Following completion of Grantee's work in the Premises, Grantee shall restore the Premises to its condition prior to the commencement of construction work, including but not limited to reseeding any grassed areas disturbed by construction activities, and Grantor shall be responsible for watering any reseeded areas. It is the intention of the parties that Grantee shall assume all responsibility for the construction of the Improvements adjacent to the Premises, and that Grantor shall have no liability relating to the Easement or the Improvements except as may arise from the Grantor's own negligent acts or omissions or willful misconduct. The Agreement will be in place until the acceptance of the project. The projected acceptance date is August of 2028.

3. **Grantor Duties and Privileges.** Grantor shall deliver possession of the Temporary Easement Premises to Grantee, "as is, where is", without any representation or warranty as to the condition of same. Grantor shall have no duty to prepare the Temporary Easement Premises in any way for Grantee's use. Following transfer of possession of the Temporary Easement Premises, Grantor shall have no further duty or obligation with respect to same, except as set forth herein. Grantor may mow or care for grasses and vegetation growing in the Temporary Easement Premises during the period of this Agreement but may not conduct other activities upon the Temporary Easement Premises without the prior written consent of Grantee. Grantor agrees that any activities that Grantor, its officers, employees, contractors or agents undertake on the Temporary Easement Premises during the term hereof shall be at their sole risk, and Grantor hereby

agrees to indemnify Grantee, its officials, officers, employees, contractors and agents, with respect to any and all claims for injuries, death, property damage, property loss or otherwise, arising from the acts or omissions of Grantor, its officers, employees, contractors or agents, on or about the Temporary Easement Premises during the term of this Agreement.

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

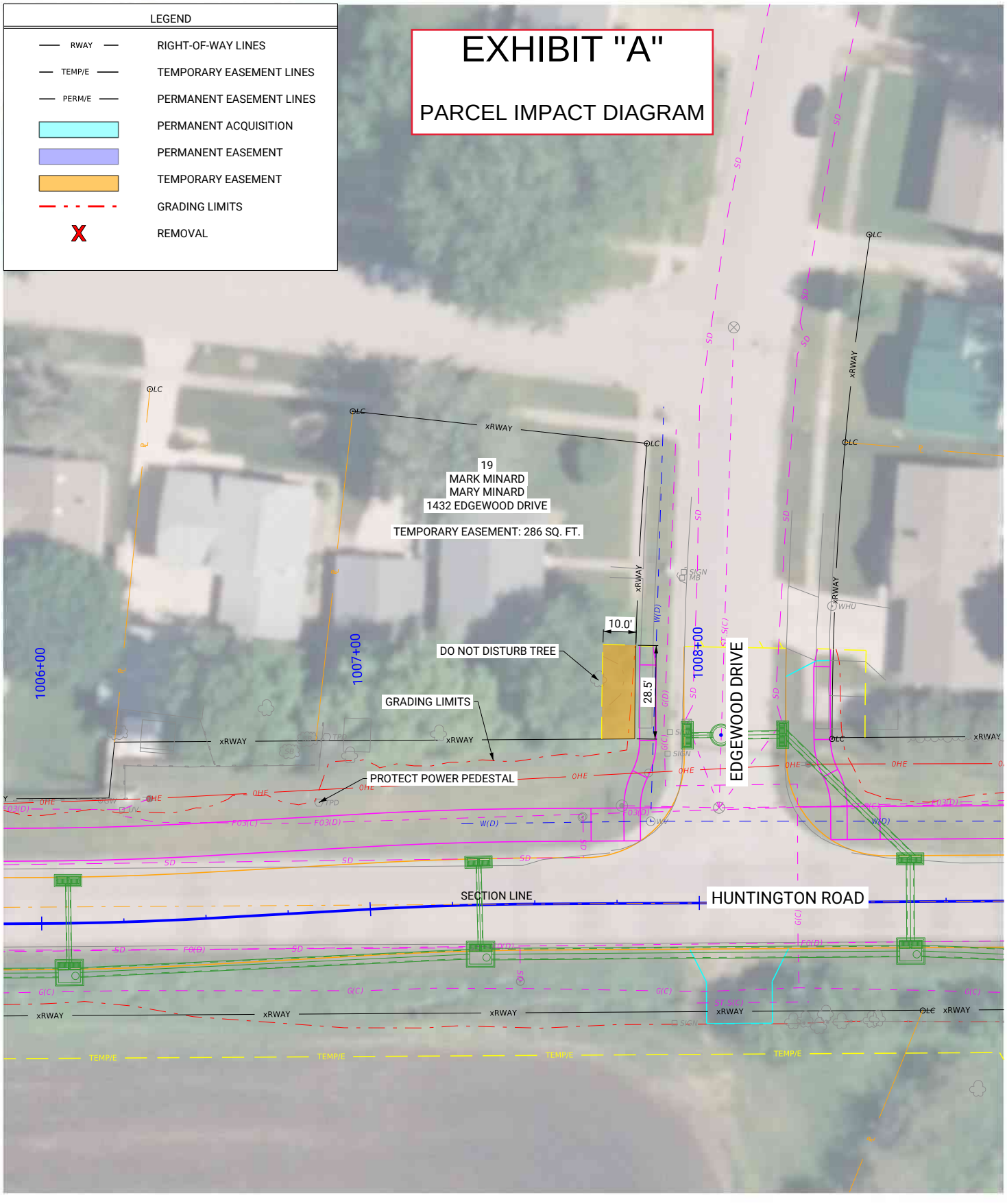
By: _____
Mark Minard

By: _____
Mary Minard

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk




11/7/2025 10:06:04 AM pw://foth-pw.bentley.com:foth-pw-01/Documents/Clients/Waterloo IA C/Huntington Road and Katoski Drive Recons/CAD/Displays/Parcel Displays/0025W013.00_PARC

CITY OF WATERLOO OFFICIAL SEAL

# HUNTINGTON RD AND KATOSKI DR RECONSTRUCTION PARCEL IMPACT DISPLAY

Foth

# PARCEL 19

0 20 40

SCALE: 1"= 40'

DRAWN: G. MEIDENBAUER CHECKED: A. FLOY



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# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

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

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving the dedication of a permanent utility easement between the City of Waterloo and SKH Properties, LLC, located at 330 Tower Park Drive.

## RECOMMENDED COUNCIL ACTION

Approval.

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution to approve the dedication of a permanent utility easement between the City of Waterloo and SKH Properties, LLC, located at 330 Tower Park Drive. The permanent easement grants the city access to the southerly and southeasterly portions of 330 Tower Park Drive for purposes of establishing, constructing, and maintaining public utilities, including electrical, gas, and fiber lines.

The owners of the property have already recorded the easement without getting full dedication through city council approval. Once approved by the city council, the resolution approving the dedication will be recorded.

## NEIGHBORHOOD IMPACT

The permanent easement will not negativley impact the surrounding area.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 9, Township 88 North, Range 13 West of the 5th Principal Meridian, Black Hawk County, Iowa, lying Westerly of Johnathan Street and lying northerly of Tower Park Drive and lying Southerly of Parcel "G" of Plat of Survey Doc. No. 2005-7650.

## ATTACHMENTS

1. Recorded Permanent Easement Agreement

Docusign Envelope ID: A2154141-201C-404C-ACD2-589D3DFB784C

**2025-13315**
**RECORDED: 09/11/2025 09:40:37 AM**
**RECORDING FEE: $27.00**
**IOWA E-FILING FEE: $3.00**
**COMBINED FEE: $30.00**
**REVENUE TAX: $0.00**
**SANDIE L. SMITH, RECORDER**
**BLACK HAWK COUNTY, IOWA**

Prepared By/Return To: Mark S. Rolinger, 415 Clay St., Cedar Falls, IA 50613, (319) 277-6830

## PERMANENT UTILITY EASEMENT AGREEMENT

This Permanent Utility Easement Agreement ("Agreement") is made this 19 day of August, 2025, by and between the City of Waterloo, Iowa, an Iowa municipality ("City"), and SKH Properties, L.L.C., an Iowa limited liability company ("Grantor").

WHEREAS, Grantor is the owner of real estate in Waterloo, Black Hawk County, Iowa, legally described as

> **That part of the Northeast Quarter of Section 9, Township 88 North, Range 13 West of the 5th P.M., Black Hawk County, Iowa, lying Westerly of Johnathan Street and lying Northerly of Tower Park Drive and lying Southerly of Parcel "G" of Plat of Survey Do. #2005-7650** (the "Real Estate"); and

WHEREAS, as a condition of the City's approval of Grantor's site plan for the Real Estate, the City required Grantor to grant an easement to the City for public utilities; and

WHEREAS, the City and Grantor have reached agreement on the terms of the above and now wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the sum of one dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Grantor hereby agree as follows:

1. Grant of Permanent Utility Easement. Grantor hereby grants unto City a perpetual easement along the southerly and southeasterly boundary of the Real Estate in Waterloo, Black Hawk County, Iowa as shown on the attached Exhibit "A" ("Easement Area"), for purposes of establishing, constructing, and maintaining public utilities, including electric, gas, and fiber lines. The employees, agents, representatives, and assigns of the City, as well as the employees, agents, representatives, and assigns of any utility company providing utility services in the City, shall have the right to reasonable access to the Easement Area from within the Easement Area or from the adjacent public right of way for the purpose of proper establishment, construction, and maintenance of the utility lines. The right of access granted herein does not include rights of

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access from or rights of ingress or egress over that part of Grantor's Real Estate not included within the Easement Area. The rights granted herein shall be deemed perpetual in nature and to run with the land and shall be binding on Grantor and its successors and assigns.

2. No Obstructions. Grantor shall keep the Easement Area free and clear of all obstructions including, but not limited to, trees, shrubs, plants, sheds, buildings, and motor vehicles. City shall have the right to cut, spray and trim trees, shrubs, and plants to the extent necessary to keep the Easement Area clear of such obstructions and to have any other obstructions removed at the expense of Grantor.

3. Limitations; Retained Rights. City shall not exercise the rights granted herein in a manner that prevents or unreasonably interferes with Grantor's use and enjoyment of the Real Estate. The utilities infrastructure shall be constructed, installed, repaired, maintained and operated in a safe manner. City shall exercise its rights in a manner that minimizes damage to or destruction of trees, shrubs and other vegetation on the Real Estate and any improvements constructed on the Real Estate. Any damage to the surface of the Real Estate or to improvements on the Real Estate by City or City's successors arising out of the exercise of City's rights in this Agreement shall be repaired or replaced by City to the satisfaction of the Grantor or Grantor's successors. Any rights to the Real Estate not specifically granted herein to City are reserved exclusively to Grantor, and Grantor's successors or assigns

4. Liability. City shall indemnify Grantor and its successors and shall hold Grantor and its successors harmless from any and all claims by City or third parties for personal injuries or property damage that arise out of City's exercise of its rights pursuant to the terms of this Easement.

5. Binding Effect. All rights, duties, remedies and responsibilities provided for herein shall be for the benefit of the parties and their respective successors and assigns.

6. Authority. Grantor hereby covenants that it holds the Easement Area by title in fee simple, that Grantor has good and lawful authority to sell and convey the easement interests herein, that said Easement Area is free and clear of all liens and encumbrances whatsoever, except those of record or herein may be stated, and that Grantor covenants to warrant and defend the Easement Area against any claims of right, title, or interest by all persons whomsoever.

SKH Properties, L.L.C.

By _____
Jason Huff, President

Docusign Envelope ID: A2154141-201C-404C-ACD2-589D3DFB784C

STATE OF IOWA
COUNTY OF BLACK HAWK

On this 19th day of August, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Huff, to me personally known, who, being by me duly sworn, did say that he is President of said Company; that said instrument was signed and sealed on behalf of said Company and that he has the authority to sign on its behalf; and that the said Jason Huff, as President, acknowledged the execution of said instrument to be the voluntary act and deed of said Company, by it and by him voluntarily executed.

NOTARIAL SEAL IOWA
AMY NAUGHTON
Commission Number 813442
My Commission Expires
October 26, 2027

Notary Public

ACCEPTANCE BY CITY OF WATERLOO, IOWA

CITY OF WATERLOO, IOWA,
an Iowa municipality

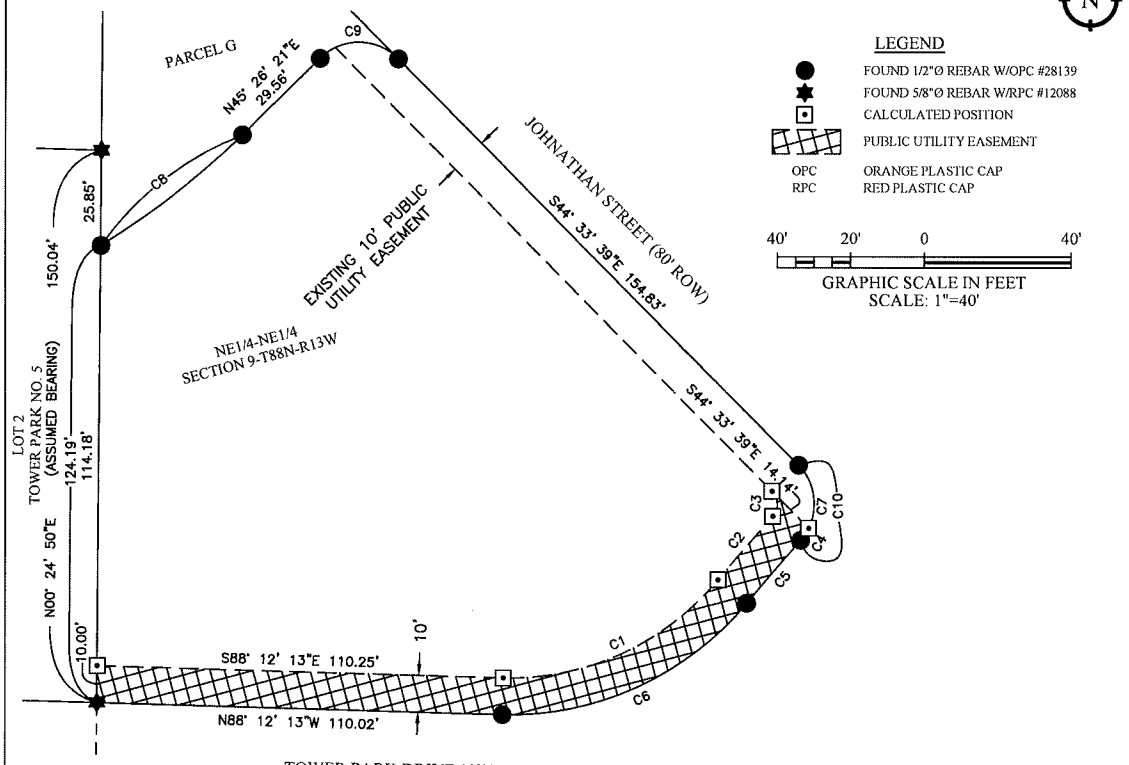
DocuSigned by:
By Quentin Hart
D0525D78AAC8449...
Quentin Hart, Mayor

Approved by Council on 9/2/2025

| RECORDER'S INDEX |
|---|
| COUNTY: BLACK HAWK |
| SECTION: 9-T88N-R13W |
| QUARTER SECTION: NE1/4 |
| CITY: WATERLOO |
| SUBDIVISION: N/A |
| BLOCK: N/A |
| LOT(S): N/A |
| PROPRIETOR: CEDAR VALLEY MEDICAL SPECIALISTS, P.C. |
| REQUESTED BY: CIVIL CONCEPTS AND DEVELOPMENT |

# EASEMENT EXHIBIT

PUBLIC UTILITY EASEMENT LOCATED IN THE IN NE1/4 OF SECTION 9-T88N-R13W, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA.




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NUMBER | ARC LENGTH | RADIUS | CHORD DIRECTION | CHORD LENGTH | DELTA |
| C1 | 66.45' | 72.72' | N 65°26'17" E | 64.16' | 052°21'14" |
| C2 | 22.73' | 735.00' | N 40°18'21" E | 22.73' | 001°46'19" |
| C3 | 7.48' | 5.00' | N 01°41'05" W | 6.80' | 085°45'10" |
| C4 | 3.99' | 15.00' | S 33°34'47" W | 3.97' | 015°13'26" |
| C5 | 22.41' | 725.00' | S 40°18'23" W | 22.41' | 001°46'15" |
| C6 | 75.59' | 82.72' | S 65°26'56" W | 72.98' | 052°21'19" |
| C7 | 18.46' | 15.00' | N 09°17'48" W | 17.32' | 070°31'44" |
| C8 | 48.82' | 210.00' | N 52°05'56" E | 48.71' | 013°19'11" |
| C9 | 23.56' | 15.00' | S 89°33'39" E | 21.21' | 090°00'00" |
| C10 | 22.45' | 15.00' | S 01°41'05" E | 20.41' | 085°45'10" |

SEE SHEET 2 FOR EASEMENT DESCRIPTION

MOORE LAND SERVICES, L.L.C.
JOB NUMBER: 23-004
SURVEY COMPLETED ON: AUGUST 24, 2023
SHEET NUMBER: 1 OF 2

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PUBLIC UTILITY EASEMENT DESCRIPTION:

PUBLIC UTILITY EASEMENT IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 88 NORTH, RANGE 13 WEST OF THE 5TH P.M., CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, TOWER PARK NUMBER 5;

THENCE **NORTH 00°24'50" EAST (ASSUMED BEARING), 10.00 FEET** ALONG THE EAST LINE OF SAID LOT 2;

THENCE **SOUTH 88°12'13" EAST, 110.25 FEET**;

THENCE **NORTHEASTERLY 66.45 FEET** ALONG A **72.72 FOOT** RADIUS CURVE CONCAVE **NORTHWESTERLY**, (SAID CURVE HAVING A LONG CHORD OF **NORTH 65°26'17" EAST, 64.16 FEET**);

THENCE **NORTHEASTERLY 22.73 FEET** ALONG A NON-TANGENT **735.00 FOOT** RADIUS CURVE CONCAVE **SOUTHEASTERLY**, (SAID CURVE HAVING A LONG CHORD OF **NORTH 40°18'21" EAST, 22.73 FEET**);

THENCE **NORTHEASTERLY 7.48 FEET** ALONG A **5.00 FOOT** RADIUS CURVE CONCAVE **WESTERLY**, (SAID CURVE HAVING A LONG CHORD OF **NORTH 01°41'05" WEST, 6.80 FEET**), TO THE WESTERLY LINE OF AN EXISTING PUBLIC UTILITY EASEMENT;

THENCE **SOUTH 44°33'39" EAST, 14.14 FEET** TO THE WESTERLY RIGHT-OF-WAY LINE OF JOHNATHAN STREET;

THENCE **SOUTHWESTERLY 3.99 FEET** ALONG A **15.00 FOOT** RADIUS CURVE CONCAVE **NORTHWESTERLY**, (SAID CURVE HAVING A LONG CHORD OF **SOUTH 33°34'47" WEST, 3.97 FEET**), TO THE NORTHERLY RIGHT-OF-WAY LINE OF TOWER PARK DRIVE;

THENCE **SOUTHWESTERLY 22.41 FEET** ALONG A **725.00 FOOT** RADIUS CURVE CONCAVE **SOUTHEASTERLY**, (SAID CURVE HAVING A LONG CHORD OF **SOUTH 40°18'23" WEST, 22.41 FEET**);

THENCE **SOUTHWESTERLY 75.59 FEET** ALONG A NON-TANGENT **82.72 FOOT** RADIUS CURVE CONCAVE **NORTHWESTERLY**, (SAID CURVE HAVING A LONG CHORD OF **SOUTH 65°26'56" WEST, 72.98 FEET**);

THENCE **NORTH 88°12'13" WEST, 110.02 FEET**, ALL ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;

CONTAINING **0.048 ACRE**, SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

| MOORE LAND SERVICES, L.L.C. |
| --- |
| JOB NUMBER: 23-004 |
| SURVEY COMPLETED ON: AUGUST 24, 2023 |
| SHEET NUMBER: 2 OF 2 |

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# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**

Todd Derifield, Leisure Services Director
Finance Department

**MEETING DATE**

April 20, 2026

**AGENDA ITEM TITLE**

Resolution approving a Waterloo Leisure Services Designated Funds Agreement with the Waterloo Community Foundation to establish and maintain a charitable fund for the Foundation to support the City of Waterloo Leisure Services, and authorizing the Mayor and City Clerk to execute said document.

**RECOMMENDED COUNCIL ACTION**

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

**ATTACHMENTS**

1. Waterloo Leisure Services Designated Fund Agreement (proposed 3-17-26)

# Waterloo Leisure Services Designated Fund Agreement

This is an agreement between the City of Waterloo ["Donor(s)"] and the Waterloo Community Foundation ("Foundation") to establish a Designated Fund to be known as the **Waterloo Leisure Services Fund** ("Fund"). This Agreement takes effect on _____ and is subject to the following terms and conditions.

## I. Contribution

I/we hereby irrevocably give the assets described in the attached Schedule to the Foundation, a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code. The Donor(s) understand that this is an irrevocable gift, which will be used to establish and maintain a charitable fund of the Foundation, subject to the Foundation's governing documents and bylaws. The Foundation may also receive additional contributions to add to this Fund. The Foundation has legal and fiduciary control over all contributions.

## II. Purpose

Consistent with the charitable purposes of the Foundation, distributions from this Fund will be used only to provide support for Waterloo Leisure Services (Designee).

## III. Distributions

☒ **[Alternative 1 – use if fund is not intended to be endowed]**. Distributions from the Fund may be made in any amount not to exceed the balance of the Fund.

☐ **[Alternative 2 – use for endowed funds].** Donor intends this Fund to be an endowment. Distributions from the fund shall be limited to the fund's distributable amount determined in accordance with the Foundation's spending policy.

☐ **[Alternative 3 – use for quasi-endowment].** In transferring its property to the Fund, Donor intends to create a permanent endowment. However, distribution in excess of the amount dictated by the application of the Foundation's spending policy may be made to Designee in any year as determined by the Board of the Foundation provided one of the following conditions is met: (1) the distribution is for the purposes of enabling Designee to acquire or renovate a capital asset; (2) Designee is faced with unexpected financial needs that are not likely to recur, and the distribution will enable Designee to meet those needs.

## IV. Variance Power

This Fund is a component fund of the Foundation and its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power (1) To modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

## V. Fees

The Foundation will assess administrative and investment management fees against the Donor Advised Fund in accordance with the Foundation's published fee schedule, as amended from time to time. The Foundation may also assess the fund to cover any unusual expenses incurred in connection with the contributed assets, including the cost of disposing of them, and in the administration of the Fund.

## VI. Investments

The assets of the Fund will be invested according to the Foundation's investment policy, as it may be amended from time to time by the Foundation's Investment Committee with the approval of the Board.

## VII. Administration

The Fund will be administered in accordance with the normal and customary policies of the Foundation and such policies are available upon request.

## VIII. Dissolution of Foundation

In the event that the Foundation shall cease to exist or propose to merge with another similar organization then the acting Advisors or Successor Advisors shall either consent to the action of the Foundation in writing or to cause the balance of the Fund to be transferred to another organization meeting the same requirements as may be imposed by the Internal Revenue Service for such Foundations.

**IX. Anonymity/Publicity**

To recognize and honor our donors, the Foundation's policy is to include our donors' names in publicity about the Foundation unless they wish to remain anonymous. Please check the box below that best describes your wish regarding publicity:

☒ I have no objection to the inclusion of my name in Foundation publicity

☐ I do not wish to have my name included in Foundation publicity and I wish to be listed as an anonymous donor

☐ Other _____

By: _____
Mayor Print Name

_____
City Clerk Print Name

**ACCEPTED:**

**WATERLOO COMMUNITY FOUNDATION**

By: _____
Board President Print Name

Date: _____

## Schedule of Contributed Property

**FOR OFFICE USE ONLY – DESIGNATED FUND AGREEMENT**

**Adopted 05/09/19** **Amended: 08/20/20**

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Steven Kjergaard, Director of Aviation
Airport Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving a Service Contract with Parking-Inc./Keck Parking, of Des Moines, Iowa, in the amount of $10,740.00, for years 1–3, and $11,277.00 for years 4–6, beginning July 1, 2026, in conjunction with the repairs, parts and services required to maintain the Airport parking lot equipment, and authorizing the Mayor to execute said document.

## RECOMMENDED COUNCIL ACTION

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

Airport Operations Budget

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

None

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**

Steven Kjergaard, Director of Aviation
Airport Department

**MEETING DATE**

April 20, 2026

**AGENDA ITEM TITLE**

Resolution approving a Construction-Related Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in the amount of $195,100.00, in conjunction with the Rehabilitation of Runway 18/36 Inside of Runway 12/30 Safety Area, FAA AIP Project Number 3-19-0094-059-2026, and authorizing the Mayor and City Clerk to execute said document.

**RECOMMENDED COUNCIL ACTION**

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

FAA AIP Grant 3-19-0094-059-2026: 90%
PFC Revenue (Airport): 10%

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

## ATTACHMENTS

1. ALO TO5 Runway 18-36 Rehab within Runway 12-30 RSA

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-232-0271 fax

**CONSTRUCTION-RELATED SERVICES (CRS)**
**REHABILITATE RUNWAY 18/36 INSIDE**
**OF RUNWAY 12/30 RUNWAY SAFETY AREA**

**WATERLOO REGIONAL AIRPORT**
**WATERLOO, IOWA**
**FAA AIP 3-19-0094-059-2026**

**Project Description -** See Attached Exhibit A, Scope of Services

**Scope of Services** - See Attached Exhibit A, Scope of Services

**Compensation**

Compensation for services for this project shall be a cost-plus fixed fee not to exceed One Hundred Ninety-Five Thousand One Hundred Dollars ($195,100.00). See attached Exhibit B, Consultant Cost Summary.

**General Conditions**

Except as specifically amended by this Individual Project Agreement, Services shall be provided in accordance with the Professional Services Agreement for the Waterloo Regional Airport, entered between AECOM Technical Services, Inc. (“ATS”) and the City of Waterloo (“Client”) dated December 2, 2024.

APPROVED:
CITY OF WATERLOO, IOWA

By_____
David Boesen, Mayor

Date_____

APPROVED:
AECOM TECHNICAL SERVICES, INC.

By Michelle M. Sweeney
Michelle M. Sweeney, PE, PTOE
Associate Vice President

Date 4/3/2026

**CONSTRUCTION-RELATED SERVICES (CRS)**
**REHABILITATE RUNWAY 18/36 INSIDE**
**OF RUNWAY 12/30 RUNWAY SAFETY AREA**

**WATERLOO REGIONAL AIRPORT**
**WATERLOO, IOWA**
**FAA AIP 3-19-0094-059-2026**

**EXHIBIT A**

## I. Project Description

The project is described as the Rehabilitation of Runway 18/36 inside of the limits of the Runway 12/30 Runway Safety Area at the Waterloo Regional Airport, Waterloo, Iowa. The project includes work on both Runway 18/36 and Runway 12/30. The rehabilitation of this section of runway will depend on the results and recommendations of the geotechnical and non-destructive testing. For this agreement, it is anticipated that the rehabilitation will be accomplished by an asphalt rehabilitation method to provide at least 10 years of useful life. The project will include approximately 500 feet of Runway 18/36 and 650 feet of Runway 12/30.

It is anticipated that design and construction of this project will be funded in part with Federal funds received through the above listed Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

## II. Scope of Services

The work to be performed by the Consultant shall encompass and include work, services, materials, equipment and supplies necessary to provide construction-phase services. The design phase has been completed, and the project is currently in the bid phase. The construction-phase services shall be divided into the following tasks:

1. **Assemble Construction Documents**. This task consists of assisting the Sponsor in assembling the contract documents for execution by the Contractor and the Sponsor.

2. **Issued for Construction Project Documents**. This task consists of preparing eleven (11) sets of plans and project manuals issued for construction.

    a. FAA. One (1) electronic copy of the issued for construction set of plans and project manual. Plans will be half-size (11” x 17”).
    b. Sponsor. Two (2) hard-bound copies of the issued for construction set of plans and project manual (office file, project engineer, project construction observer and project surveyor). Plans will be half-size (11” x 17”).
    c. Consultant. Four (4) hard-bound copies of the issued for construction set of plans and project manual (office file, project engineer, project construction observer and project surveyor). Plans will be half-size (11” x 17”).
    d. Contractor. Five (5) hard-bound copies of the issued for construction set of plans and project manual. Four (4) sets will be half-size (11” x 17”) and one set will be full-size (22” x 34”).

3. **Preconstruction Conference**. This task consists of preparation of meeting agenda, attending and conducting a preconstruction conference for both projects with representatives of the Contractor, Sponsor, Consultant, FAA and affected utilities,

preparing meeting minutes and distribution to meeting attendees and critical organizations not represented at the meeting. The preconstruction conference will be attended by the Project Manager, Construction Engineer and the Resident Project Representative.

4. **Construction Surveying**. This task consists of establishing horizontal and vertical control for the project. In addition, this task includes checking the Contractor survey notes for accuracy and method of staking. Contractor's survey will be checked prior to beginning work in the area staked, and periodically for grade and alignment. The survey notes received from the Contractor will be organized, checked and filed for reference during the project.

5. **Shop Drawings and Submittals**. This task consists of reviewing the following shop drawings and other submittals from the Contractor as required by the contract documents for conformance with the design concept of the project and compliance with the information given in the contract documents. Submittals and shop drawings will also be reviewed for compliance with Buy American Provisions of the contract.

   a. Contractor's Safety Plan Compliance Document (SPCD)
   b. Pavement Joint and Crack Sealer
   c. SAMI Layer
   d. Asphalt Surface Course
   e. Tack Coat
   f. Runway and Taxiway Paint
   g. Reflective Media

6. **Construction Observation Programs (COP)**. This task consists of preparation of the COP(s) which will detail the measures and procedures that are required to assure conformance with the approved plans and specifications. This program will be developed in accordance with the FAA Central Region AIP Sponsor Guide Section 1000 and submitted for FAA review and approval. The Contractor shall be provided with copies of the FAA-approved COP at least 10 calendar days before the pre-construction conference.

7. **Construction Assistance**. This task consists of answering design interpretation questions from the Sponsor, Contractor, review staff and appropriate agencies.

8. **Pay Applications and Reimbursement Forms**. This task consists of preparing and processing monthly applications for payment to the Contractor and forwarding to the Sponsor for execution with recommendations for approval and payment.

9. **Labor and Payroll Reports**. This task consists of reviewing weekly labor and payroll reports for compliance with the Davis-Bacon Act, conducting on-site employee interviews, conducting E.E.O. site inspections and completion of GSA Form 1445. It is anticipated that thirty on-site interviews for wage rate compliance will be conducted. Original documents will be submitted to the Sponsor at completion of project for storage.

10. **Testing of Materials**. This task consists of providing field testing and materials testing in accordance with the COP. Braun Intertec will provide quality assurance testing as identified in the COP.

11. **Engineer Site Visits**. This task consists of the project manager and/or engineer conducting a total of three (3) periodic site visits to the construction site by design

personnel at appropriate stages of construction to observe the progress, safety and quality of the construction. The engineer's representative will meet with the representatives of the Sponsor and the Consultant to discuss the project's progress and to identify areas of concern to facilitate the construction. For each engineer site visit, a detailed site visit memo shall be prepared summarizing the visit and submitted to the Sponsor. These site visits are separate from construction observation.

12. **Change Orders**. This task consists of coordinating with the Sponsor and Contractor in preparing and processing contract change orders. Change orders will be submitted to FAA for review and approval prior to their execution.

13. **Pre-Paving Conference**. This task consists of a meeting with the Contractor, quality assurance testing lab, resident project representative and the project manager to discuss the testing requirements and paving plan to assure that controls are in place to meet the project specifications prior to beginning paving operations.

14. **Construction Observation**. This task consists of providing full-time field observation during construction to review the work of the Contractor to determine if the work is proceeding in general accordance with the contract documents and that completed work appears to conform to the contract documents. Construction observation is based on providing one full-time, on-site resident project representative for eight (8) hours per day for the full construction contract time of forty (40) calendar days. Staffing requirements may be adjusted during the project in relation to the level of construction activity.

15. **Weekly Construction Meetings**. This task consists of meeting with the airport staff, tenants, and the Contractor for 8 weekly progress meetings throughout the construction phase of the project. The meeting is to discuss project status, safety, operations, construction issues and upcoming construction schedule.

16. **Weekly Construction Reports**. This task consists of preparation and the 8 weekly submittals of FAA Form 5370-1, Construction Progress and Inspection Report, to the Sponsor and FAA. Reports will be completed in accordance with the AIP Sponsor Guide. A summary of the testing conducted and test results in each week and in-progress construction photographs shall be attached to each weekly report. A similar report format may be used if approved by the FAA.

17. **Non-Compliance Reporting**. This task consists of reporting to the Sponsor any work believed to be unsatisfactory, faulty or defective or does not conform to the contract documents and advising the Sponsor of any work that should be corrected or rejected.

18. **Contractor Modifications**. This task consists of reviewing, evaluating and making recommendations to the Sponsor and FAA for consideration on suggestions for modifications that have been proposed by the Contractor.

19. **Project Files**. This task consists of maintaining files for correspondence, reports of the job conferences, shop drawings, and sample submissions, reproductions of original contract documents including addenda, change orders, field modifications, additional drawings issued subsequent to the execution of the contract, Engineer clarifications and interpretations of the contract documents, progress reports and other project-related documents.

20. **Daily Reports**. This task consists of the resident project representative keeping a diary, log book or report for those times on site, recording hours on the job site; weather conditions; data relative to questions of extras or deductions; list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors; activities; decisions, observations in general and specific observations in more detail when necessary, as in the case of observing test procedures. As part of this task, weekly construction progress and inspection reports will be prepared and submitted to the FAA.

21. **Punch List**. This task consists of conducting a review of the project near completion and preparing a list of items Punch List to be completed or corrected.

22. **Final Review**. This task consists of performing a field observation of the completed project before a final application for payment is processed for the Contractor.

23. **Project Closeout**. This task consists of assisting the Sponsor with project completion and final closeout documentation from the Contractor for the FAA by providing the required documentation as identified in the Central Region Airports Division AIP Sponsor Guide Section 1600.

    a. Final Outlay Report – Standard Form SF-271
    b. Federal Financial Report – Standard Form SF-425
    c. Final Project Cost Summary
    d. Final Construction Report
        1) Brief Narrative of Work Accomplished
        2) Summary of Key Milestone Dates
        3) Contract Time, Including Explanation of Liquidated Damages (If Required)
        4) Statement of Compliance With Contract Labor Provisions
        5) Administrative Costs
        6) Engineering Costs
        7) Force Account (If Any)
        8) Construction Costs
        9) Buy American Provisions
        10) Airfield Lighting Equipment
        11) Construction Material Testing and Acceptance
        12) Final Inspection Report/Record of Completion
        13) Contractor's Final Statement of Completion
        14) Project Photographs
    e. As-Built Record Drawings

24. **Record Drawings**. This task consists of providing the Sponsor with a copy of Record Drawings of the construction plans for the project based on the construction observation records of the review staff and Contractor showing those changes made during construction considered significant. Two copies of the Record Drawings in electronic and reproducible format will be provided to the Sponsor. One electronic copy would be for the FAA.

25. **Construction Administration**. This task consists of construction administration and coordination of the project. Interoffice meetings, general day-to-day administrative responsibilities, and typing of interoffice memoranda and minutes of meetings are included in this task.

**Exhibit B**

**REHABILITATE RUNWAY 18/36 INSIDE**
**OF RUNWAY 12/30 RUNWAY SAFETY AREA**

**Waterloo Regional Airport**
**Waterloo, Iowa**

**FAA AIP 3-19-0094-059-2026**

**Construction-Related Services**

**Consultant Cost Summary**

I. Direct Labor Cost

| Category | Hours | Rate/Hour | Amount | |
|---|---|---|---|---|
| Senior Professional | 80 | $103.50 | $8,280.00 | |
| Project Professional | 220 | $80.70 | $17,754.00 | |
| Staff Professional | 150 | $58.30 | $8,745.00 | |
| Professional | 52 | $40.45 | $2,103.40 | |
| CADD Operator II | 68 | $39.90 | $2,713.20 | |
| CADD Operator I | 0 | $24.80 | $0.00 | |
| Senior Technician | 420 | $46.85 | $19,677.00 | |
| Technician | 0 | $28.70 | $0.00 | |
| Project Support | 112 | $44.80 | $5,017.60 | $64,290.20 |
| | 1102 | | | |

II. Payroll Burden and Overhead Costs 121.28% $77,971.15

III. Direct Project Expenses

| Category | Units | Rate/Unit | Amount | |
|---|---|---|---|---|
| Mileage | 5000 | 0.725 | 3,625.00 | |
| Air Fare | 0 | 700.00 | 0.00 | |
| Per Diem | 2 | 60.00 | 120.00 | |
| Lodging | 2 | 110.00 | 220.00 | |
| Rental Car | 0 | 70.00 | 0.00 | |
| B/W Copies | 5,000 | 0.06 | 300.00 | |
| Color Copies | 3,000 | 0.22 | 660.00 | |
| Plan Copier | 100 | 0.50 | 50.00 | |
| EDM Equipment | 4 | 15.00 | 60.00 | |
| GPS Equipment | 4 | 15.00 | 60.00 | |
| Miscellaneous, Other | 1 | 1000.00 | 1,000.00 | $6,095.00 |

IV. AECOM Estimated Actual Costs $148,356.35
Rounded $148,400.00

V. Subcontract Expense

Braun Intertec - Testing Services $25,400.00

VI. Estimated Actual Costs $173,800.00

VII. Fixed Fee (15% of Items I & II) Rounded $21,300.00

VIII. Maximum Amount Payable $195,100.00

**Exhibit B**

**REHABILITATE RUNWAY 18/36 INSIDE**
**OF RUNWAY 12/30 RUNWAY SAFETY AREA**

**Waterloo Regional Airport**
**Waterloo, Iowa**

**FAA AIP 3-19-0094-059-2026**

**Construction-Related Services**

**Staff Hour Estimate**

| Item No. | Description | Senior Prof | Project Prof | Staff Prof | Prof | CADD Operator II | CADD Operator I | Senior Technician | Technician | Project Support | Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Assemble Construction Documents | | | | 4 | 4 | | | | | 8 |
| 2 | Issued for Construction Project Documents | | | | 8 | 8 | | | | 8 | 24 |
| 3 | Pre-Construction Conference | 4 | 8 | | | | | | | | 12 |
| 4 | Construction Surveying | | | 2 | | | | 8 | | | 10 |
| 5 | Shop Drawings and Submittals | 8 | 16 | 40 | | | | | | | 64 |
| 6 | Construction Observation Plan | | 8 | 24 | | | | | | | 32 |
| 7 | Construction Assistance | | 24 | 24 | | 24 | | | | | 72 |
| 8 | Pay Applications and Reimbursement Forms | | 16 | | | | | | | | 16 |
| 9 | Labor and Payroll Reports | | | | | | | 8 | | 24 | 32 |
| 10 | Testing of Materials | | | | | | | 16 | | | 16 |
| 11 | Engineer Site Visits | 8 | 8 | 24 | | | | | | | 40 |
| 12 | Change Orders | 4 | 8 | | | | | 4 | | | 16 |
| 13 | Pre-Paving Conference | 4 | 4 | 4 | | | | | | | 12 |
| 14 | Construction Observation | | | | | | | 320 | | | 320 |
| 15 | Weekly Construction Meetings | 8 | 16 | 16 | | | | | | | 40 |
| 16 | Weekly Construction Reports | | | | | | | 8 | | | 8 |
| 17 | Non-Compliance Reporting | | | | | | | 8 | | 16 | 24 |
| 18 | Contractor Modifications | | 8 | | | 8 | | | | | 16 |
| 19 | Project Files | | | | | | | | | 24 | 24 |
| 20 | Daily Reports | | | | | | | 16 | | | 16 |
| 21 | Punch List | 8 | 24 | | | | | 16 | | | 48 |
| 22 | Final Review | 8 | 40 | | | | | 16 | | | 64 |
| 23 | Project Closeout | 4 | 40 | | 40 | | | | | | 84 |
| 24 | Record Drawings | | | 16 | | 24 | | | | | 40 |
| 25 | Construction Administration | 24 | | | | | | | | 40 | 64 |
| | | | | | | | | | | | |
| | Total Design Services | 80 | 220 | 150 | 52 | 68 | 0 | 420 | 0 | 112 | 1102 |

FAA Airports

# Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects (Issued on December 29, 2025)

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## CURRENT CHANGES

| Item | Changes |
|---|---|
| Editorial updates made to the May 24, 2023 version (effective December 29, 2025) | Updates were made mainly to address:<br>-2024 FAA Reauthorization Act provisions<br>-2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*<br>-Recently issued Executive Orders, some of which rescinded prior Executive Orders<br><br>Provisions removed are:<br>-A2: Affirmative Action Requirement<br>-A16: Equal Employment Opportunity (EEO)<br>-A19: Prohibition of Segregated Facilities<br><br>Title VI section updated<br>DBE section updated<br>Buy American Preference section updated<br><br>Provision added (A26): Prohibition of Covered Unmanned Aircraft Systems (UAS) |
| Editorial update made to the January 23, 2023 version (effective May 24, 2023) | The link on page 35 was updated to reflect changes to the Department of Labor website. |
| Editorial updates made to the November 17, 2022 version (effective January 23, 2023) | Pages 7, 16, 19, 20, 25, and 42 of Appendix A were edited to correct grammatical mistakes, update internal document links, and correct the name of the Title VI List of Pertinent Nondiscrimination Acts and Authorities. |

## CONTRACT GUIDANCE

### 1. Purpose of this Document

a) The purpose of this document is to establish a convenient resource for Sponsors that consolidates Federal contract provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program (AIP) and Infrastructure Investment and Jobs Act (IIJA) grant programs. The source of requirements addressed within this document are identified within the section for each individual clause.

b) **While this document is intended to assist Sponsors with their compliance efforts, it does not alter or modify the terms of any applicable statute or regulation, is not a substitute for reading the regulation and the applicability matrix, and each corresponding document section, nor does it constitute legal advice.**

c) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.

d) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

e) Terminology:

i. The term **"Sponsor"** is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a "recipient" of federal assistance when receiving AIP or other FAA grant funds.

ii. The term **"Owner"** of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.

iii. For purposes of determining requirements for contract provisions, the term **"contract"** includes professional services, and subcontracts and supplier contracts such as purchase orders.

iv. The term **"contractor"** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).

v. The term **"bid"** is understood to mean a bid, an offer, or a proposal.

vi. The term **"applicant"** means a bidder, offeror, or proposer for a contract.

### 2. Sponsor Actions

In general, Sponsor's actions consistent with obligations:

a) Include in its procurements the provisions that are applicable to its project.

b) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A Sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.

c) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a Sponsor must use.

   i. Mandatory Language – Whenever a clause or provision has mandatory text, the Sponsor must incorporate the text of the provision without change, except where specific adaptive input is necessary (e.g., such as the Sponsor's name).

   ii. No Mandatory Language – For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some Sponsors may have standard procurement language that is equivalent to those federal provisions. In these cases, Sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.

d) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement).

e) Require the contractor (including all subcontractors) to incorporate the requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services.

f) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

g) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

## 3. Typical Procurement Steps

The typical procurement steps in a project are:

1) Solicitation, Request for Bids, or Request for Proposals – This step is also called the Advertisement or Notice to Bidders.

2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications, and related project documents.

3) Bid/Proposal Evaluation – Period when Sponsor tabulates, reviews, and evaluates all proposals for bid responsiveness and bidder responsibility.

4) Award – Point when the Sponsor formally awards the contract to the successful bidder.

5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement with bidder to perform services or provide goods.

## 4. Applicability Matrix for Contract Provisions

Table 1 Matrix summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the Sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the Sponsor may incorporate references in the solicitation in lieu of including the entire text.

**Sponsors are responsible for reviewing both the Matrix and each corresponding section to determine applicability of specific contract provisions.**

**Meaning of cell values in table below:**

- Info –Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD – Provision the Sponsor must incorporate into procurement documents.

## Table 1 – Applicability of Provisions

| Provisions/Clauses | Dollar Threshold | Solicitation | Professional Services | Construction | Equipment | Property (Land) | Non-AIP Contracts |
|---|---|---|---|---|---|---|---|
| Access to Records and Reports | $ 0 | NIS | **REQD** | **REQD** | **REQD** | **REQD** | n/a |
| Breach of Contract | $350,000 | NIS | **REQD** | **REQD** | **REQD** | **REQD** | n/a |
| Buy American Preferences | $ 0 | **REF** | Limited | **REQD** | **REQD** | Limited | n/a |
| (1) Buy American Statement | $ 0 | NIS | Limited | **REQD** | **REQD** | Limited | n/a |
| (2) Construction | $ 0 | NIS | Limited | **REQD** | **REQD** | Limited | n/a |
| (3) Equipment/Building Projects | $ 0 | NIS | Limited | **REQD** | **REQD** | Limited | n/a |
| Civil Rights – General | $ 0 | NIS | **REQD** | **REQD** | **REQD** | **REQD** | **REQD** |
| Civil Rights - Title VI Assurances | $ 0 | **REF** | **REQD** | **REQD** | **REQD** | **REQD** | **REQD** |
| (1) Notice - Solicitation | $ 0 | **REQD** | **REQD** | **REQD** | **REQD** | **REQD** | **REQD** |
| (2) Clause - Contracts | $ 0 | NIS | **REQD** | **REQD** | **REQD** | **REQD** | **REQD** |
| (6) List – Pertinent Authorities | $0 | NIS | **REQD** | **REQD** | **REQD** | **REQD** | **REQD** |
| Clean Air/Water Pollution Control | $150,000 | NIS | **REQD** | **REQD** | **REQD** | **REQD** | n/a |
| Contract Work Hours and Safety Standards | $100,000 | NIS | Limited | **REQD** | Limited | Limited | n/a |
| Copeland Anti-Kickback | $ 2,000 | NIS | Limited | **REQD** | Limited | Limited | n/a |
| Davis Bacon Requirements | $ 2,000 | **REF** | Limited | **REQD** | Limited | Limited | n/a |
| Debarment and Suspension | $25,000 | **REF** | **REQD** | **REQD** | **REQD** | Limited | n/a |
| Disadvantaged Business Enterprise | $0[1] | **REQD** | **REQD** | **REQD** | **REQD** | **REQD** | n/a |
| Distracted Driving | $15,000 | NIS | **REQD** | **REQD** | **REQD** | **REQD** | n/a |
| Domestic Preferences for Procurements | $0 | **NIS** | **REQD** | **REQD** | **REQD** | **REQD** | Info |
| Federal Fair Labor Standards Act | $ 0 | **REQD** | **REQD** | **REQD** | **REQD** | **REQD** | Info |
| Foreign Trade Restriction | $ 0 | **REQD** | **REQD** | **REQD** | **REQD** | **REQD** | n/a |
| Lobbying Federal Employees | $ 100,000 | **REF** | **REQD** | **REQD** | **REQD** | **REQD** | n/a |
| Occupational Safety and Health Act | $ 0 | NIS | **REQD** | **REQD** | **REQD** | **REQD** | Info |
| Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment | $0 | **NIS** | **REQD** | **REQD** | **REQD** | **REQD** | Info |
| Prohibition of Covered Unmanned Aircraft Systems (UAS) | $0 | **REQD** | **REQD** | **REQD** | **REQD** | **REQD** | n/a |
| Recovered Materials | $10,000 | **REF** | Limited | **REQD** | **REQD** | Limited | n/a |
| Right to Inventions | $ 0 | NIS | Limited | Limited | Limited | n/a | n/a |
| Seismic Safety | $ 0 | NIS | Limited | Limited | Limited | n/a | n/a |
| Tax Delinquency and Felony Conviction | $ 0 | NIS | **REQD** | **REQD** | **REQD** | **REQD** | n/a |
| Termination of Contract | $10,000 | NIS | **REQD** | **REQD** | **REQD** | **REQD** | n/a |
| Veteran's Preference | $ 0 | NIS | **REQD** | **REQD** | **REQD** | **REQD** | n/a |

**Airport Concessions Notes:**

1. Language relative to solicitation for airport concessions does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.

[1] Under 49 CFR §§ 26.13(b) and 26.21, any sponsor with more than $250,000 in total contracting opportunities in 1 year must incorporate required language in each contract, regardless of the particular contract's dollar value.

2. Sponsors must include the appropriate Civil Rights – Title VI language in their solicitation notices when they seek proposals for concessions, and in the resulting contracts.

3. For concessions agreements, use the column for Non-AIP contracts. See 49 CFR Part 23 for definitions, requirements, and clauses related to concessions and the Airport Concessions Disadvantaged Business Enterprise (ACDBE) program.

# APPENDIX A – CONTRACT PROVISIONS

## A1 ACCESS TO RECORDS AND REPORTS

### A1.1 SOURCE

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

### A1.2 APPLICABILITY

2 CFR § 200.334 requires a Sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.337 establishes that Sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy applies these requirements to the Sponsor's contracts and subcontracts of AIP funded projects.

**Contract Types** – The Sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the Sponsor prefers to use different language, the Sponsor's language must fully satisfy the requirements of 2 CFR §§ 200.334 and 200.337.

### A1.3 MODEL CONTRACT CLAUSE

**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## A2 BREACH OF CONTRACT TERMS

### A2.1 SOURCE

2 CFR Part 200, Appendix II(A)

### A2.2 APPLICABILITY

This provision requires Sponsors to incorporate administrative, contractual or legal remedies in the event that a contractor violates or breaches contract terms. The Sponsor must also include appropriate sanctions and penalties.

**Contract Types** – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is $350,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200. Select either "contractor" or "consultant" as applicable.

### A2.3 MODEL CONTRACT CLAUSE

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the [*Contractor | Consultant*] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor | Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor | Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Contractor | Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor | Consultant*] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## A3 BUY AMERICAN PREFERENCE

### A3.1 SOURCE

Title 49 U.S.C. § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

### A3.2 APPLICABILITY

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 U.S.C. § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 U.S.C. requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest.
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment procured, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Infrastructure Investment and Jobs Act (IIJA), Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel and certain construction materials are required to be 100% produced in the United States.

Under the Infrastructure Investment and Jobs Act (IIJA) (P. L. No. 117-58), BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

1) Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material**.**

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

**Note:** The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade, and which does not remain as part of the project.

Note: Section 768 of the FAA Reauthorization Act of 2024 (Public Law 118-63), which became effective on May 16, 2024, establishes specific requirements for the procurement of certain rolling stock using FAA grant funds. The provision prohibits airports from using Federal financial assistance to procure buses or rail car vehicles rolling stock from covered entities.

**Required Documentation**

**The FAA Buy American Requests.** All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

**Proprietary Confidentiality.** Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

**Timing of Waiver Requests.** Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

**The Buy American Notice of Determination (NOD) Process.** The FAA Reauthorization Act of 2024 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

**Buy American Conformance Lists.** The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

**Facility Waiver Requests.** For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

**Contract Types** –

*Construction and Equipment* – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

*Professional Services* – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

*Property* – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

**Use of Provisions** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully comply with 49 U.S.C. § 50101 and BABA.

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

## A3.3 MODEL SOLICITATION CLAUSES

### A3.3.1 Certification of Compliance with FAA Buy American Preference Statement

**FAA BUY AMERICAN PREFERENCE**

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,[2] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

[2] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

### A3.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (ü) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability) -** The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

### A3.3.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 U.S.C. § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (ü) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
b) To faithfully comply with providing U.S. domestic product.
c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver** (**Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

**False Statements**: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

## A4 CIVIL RIGHTS - GENERAL

### A4.1 SOURCE

49 U.S.C. § 47123

### A4.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

**Contract Types** – The General Civil Rights Provisions found in 49 U.S.C. § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all Sponsor contracts *regardless* of funding source.

**Use of Provision** – **MANDATORY TEXT**. Each contract must include two civil rights provisions. The first general clause must be included in all contracts, lease agreements, or transfer agreements. An additional specific provision must be included; the applicable text is based on whether the contract is a general contract or whether the contract is a lease or transfer agreement. The Sponsor must incorporate the text of the General Clause and the appropriate Specific Clause without modification into the contract, lease, or transfer agreement.

The required clauses for each type of contact are summarized in the table below:

| **Contract Clause** | **The Sponsor must include the contract clause in:** | **Clause Text is Included in Paragraph** |
|---|---|---|
| General Clause that is used for all contracts, lease agreements and transfer agreements | Every contract or agreement **regardless of funding source**. | A4.3.1 |
| Specific Clause that is used for general contract agreements | This applies to all contracts that do not involve property agreements. It applies to all contracts not covered by A5.3.3 **regardless of funding source**. | A4.3.2 |
| Specific Clause that is used for lease agreements and transfer agreements | This applies to all property agreements such leases of concession space in a terminal and leases where a physical portion of the airport is transferred for use. It applies to all contracts not covered by A5.3.2 **regardless of funding source**. | A4.3.3 |

## A4.3 MANDATORY CONTRACT CLAUSES

### A4.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

**GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### A4.3.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

### A4.3.3 Specific Clause that is used for Lease Agreements or Transfer Agreements

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

## A5 CIVIL RIGHTS – TITLE VI ASSURANCE

### A5.1 SOURCE

49 U.S.C. § 47123

FAA Order 1400.11

### A5.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation Order DOT 1050.2, *Standard Title VI Assurances and Nondiscrimination Provisions*, effective April 24, 2013. These assurances require that the Recipient (the Sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

#### A5.2.1 Applicability of Title VI Solicitation Notice

| **Contract Clause** | **The Sponsor must include the contract clause in:** | **Clause Text is Included in Paragraph** |
|---|---|---|
| Title VI Solicitation Notice –<br>• Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30(d) of the Airport Sponsors Assurances | 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations **regardless of funding source**; and<br>2) All Sponsor proposals for negotiated agreements **regardless of funding source.** | A5.3.1 |

| Contract Clause | The Sponsor must include the contract clause in: | Clause Text is Included in Paragraph |
|---|---|---|
| Title VI List of Pertinent Nondiscrimination Acts and Authorities<br>• Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30(e)(2) of the Airport Sponsor Assurances | Insert this list in **every contract or agreement**, unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence.<br>**This list can only be omitted if the FAA has determined that the contractor or company is already subject to substantively identical nondiscrimination requirements.** | A5.4.1<br>**List must be included in all applicable contracts.** |
| Title VI Clauses for Compliance with Nondiscrimination Requirements<br>• Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>Assurance 30(e)(1) of the Airport Sponsor Assurances | Insert this clause in **every contract or agreement,** unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence.<br>It has been determined that service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements must include this clause. | A5.4.2<br>**Clause must be included in all applicable contracts.** |
| Title VI Required Clause for Property Interests Transferred from the United States<br>• Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30e.3 of the Airport Sponsor Assurances | As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.<br>This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. | A5.4.3 |

| Contract Clause | The Sponsor must include the contract clause in: | Clause Text is Included in Paragraph |
|---|---|---|
| Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –<br>• Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30(e)(4)(a) of the Airport Sponsor Assurances | As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program<br>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility. It applies to agreements not covered by A6.4.4. | A5.4.4 |
| Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program<br>• Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30(e)(4)(b) of the Airport Sponsor Assurances | In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program<br>This applies to agreements such as leases of concession space in a terminal not covered by A6.4.3. | A5.4.5 |
| • | | |

## A5.3 MANDATORY SOLICITATION CLAUSE

**The Sponsor must include this clause in:**

1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations **regardless of funding source**; and
2) All Sponsor proposals for negotiated agreements **regardless of funding source.**

### A5.3.1 Title VI Solicitation Notice

**Title VI Solicitation Notice:**

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

## A5.4 MANDATORY CONTRACT CLAUSES

### A5.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the Sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements, which is a rare occurrence.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients,

sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

### A5.4.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

The Sponsor must include this contract clause in:

1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and

2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.

3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance: In** the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## A6 CLEAN AIR AND WATER POLLUTION CONTROL

### A6.1 SOURCE

2 CFR Part 200, Appendix II(G)

42 U.S.C. § 7401, et seq

33 U.S.C. § 1251, et seq

### A6.2 APPLICABILITY

**Contract Types** – This provision is required for all contracts and lower tier contracts that exceed $150,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR Part 200.

### A6.3 MODEL CONTRACT CLAUSE

**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

## A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

### A7.1 SOURCE

2 CFR Part 200, Appendix II(E)

29 CFR § 5.5(b)

40 U.S.C. § 3702

40 U.S.C. § 3704

### A7.2 APPLICABILITY

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 U.S.C. §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

**Contract Types** –

*Construction* – This provision applies to all contracts and lower tier contracts that exceed $100,000, and employ laborers, mechanics, watchmen, and guards.

*Equipment* – This provision applies to any equipment project exceeding $100,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

*Professional Services* – This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

*Property* – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

**Use of Provision** – **MANDATORY TEXT.** Sponsors must incorporate this text without modification.

## A7.3 MANDATORY CONTRACT CLAUSE

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## A8 COPELAND "ANTI-KICKBACK" ACT

### A8.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Parts 3 and 5

### A8.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

**Contract Types** –

*Construction* – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed $2,000.

*Equipment* – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed $2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g., SRE and ARFF vehicles).

*Professional Services* –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

*Property* –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 CFR Part 5.

## A8.3 MODEL CONTRACT CLAUSE

**COPELAND "ANTI-KICKBACK" ACT**

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

# A9 DAVIS-BACON REQUIREMENTS

## A9.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

## A9.2 APPLICABILITY

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

**Contract Types** –

*Construction* – Incorporate into all construction contracts and subcontracts that exceed $2,000 and include funding from the AIP.

*Equipment* – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed $ 2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g., SRE and ARFF vehicles)

*Professional Services* – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

*Property* – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

*Fencing Projects* – Fencing projects that exceed $2,000 must include this provision.

**Use of Provision** – **MANDATORY TEXT.** 29 CFR Part 5 establishes specific language a Sponsor must use. The Sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The Sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

## A9.3 MANDATORY CONTRACT CLAUSE

**DAVIS-BACON REQUIREMENTS**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including

the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the

job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

## A10 DEBARMENT AND SUSPENSION

### A10.1 SOURCE

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

### A10.2 APPLICABILITY

The Sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally -assisted projects. The Sponsor accomplishes this by:

1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

**Contract Types** – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. This includes contracts associated with land acquisition projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, Sponsor may substitute "bidder/offeror" with "consultant."

### A10.3 MODEL BID/PROPOSAL CERTIFICATION CLAUSES

#### A10.3.1 Bidder or Offeror Certification

**CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### A10.3.2 Lower Tier Contract Certification

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## A11 DISADVANTAGED BUSINESS ENTERPRISE

### A11.1 SOURCE

49 CFR Part 26

49 U.S.C. § 47113

### A11.2 APPLICABILITY

A Sponsor that anticipates awarding prime contracts totaling $250,000 or more in Federal financial assistance in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (49 CFR § 26.21). The Sponsor will also identify a 3-year overall program goal that the Sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (49 CFR § 26.45).

**Contract Types** – Sponsors with a DBE program on file with the FAA must include the following provisions, if applicable:

1) Clause in all solicitations for proposals for which a contract goal has been established,
2) Clause in each prime contract, and
3) Clause in solicitations that seek to obtain DBE participation.

**Use of Provision** –

1. *Solicitations with a DBE Contract Goal* – No mandatory language provided. 49 CFR §26.53 requires a Sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A11.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements. The Sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility. The Sponsor's election regarding responsiveness vs. responsibility is recorded in its approved DBE program. Special consideration and procedures apply to negotiated procurements and to projects solicited using the Design-Build approach.
2. *Solicitations without a DBE Contract Goal* – No mandatory language provided. The language of A11.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy requirements for a Sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Assurance for Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED**. Sponsors must incorporate this language if they have a DBE program on file with the FAA. This language must be included regardless of whether there is a DBE contract goal for the project. Section 26.13 of 49 CFR establishes mandatory language for contractor assurance.

The Sponsor must not modify the language. Part 26 of 49 CFR requires Sponsors ensure this clause also flows down into subcontracts (i.e., must be included verbatim in subcontracts).

4. *Prompt Payment for Contracts Covered by DBE Program* – No mandatory language provided. 49 CFR § 26.29 requires Sponsors to include a contract clause requiring prompt payment to subcontractors no later than thirty (30) days after the prime contractor receives payment from the Sponsor. The requirement applies to all subcontractors, not just DBEs. The prompt payment language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, such as a specific clause identified in the Sponsor's approved DBE program plan, the Sponsor's revised language must fully satisfy these requirements.

5. *Termination of DBE Subcontractors on Contracts with a DBE Contract Goal* - No mandatory language provided. 49 CFR § 26.53 prohibits unauthorized removal or replacement of DBE firms listed in response to a solicitation that had a DBE contract goal and sets forth the specific enforcement mechanism recipients must include in prime contracts. The language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement.

6. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

## A11.3 REQUIRED PROVISIONS

### A11.3.1 Solicitation Language (Solicitations with a DBE Contract Goal)

For traditional design-bid-build projects, the decision on whether DBE information is a matter of responsiveness or responsibility is laid out in the Sponsor's approved DBE program and the Sponsor should incorporate the applicable solicitation language accordingly. Special procedures apply in the case of negotiated procurements and for projects that follow the Design-Build method of procurement. In all cases, Sponsors should include only the applicable solicitation language from the examples below.

Bid Information Submitted as a matter of **responsiveness**:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information requirements for **negotiated procurements**:
In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

Bid Information submitted for **Design-Build projects**:
In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of 49 CFR § 26.53 that

applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, *e.g.,* replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

### A11.3.2 Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

### A11.3.3 Prime Contracts (Contracts Covered by a DBE Program)

**Contract Assurance (49 CFR § 26.13; mandatory text provided)** –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (49 CFR § 26.29; acceptable/sample text provided**) –
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause

following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided)** –
The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

## A12 DISTRACTED DRIVING

### A12.1 SOURCE

Executive Order 13513

DOT Order 3902.10

### A12.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

**Contract Types** – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR § 200.320 (currently set at $15,000).

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements.

### A12.3 MODEL CONTRACT CLAUSE

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

### A13.1 SOURCE

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

### A13.2 APPLICABILITY

Sponsors and subgrant recipients are prohibited from using AIP grant funds to:

a) Procure or obtain,
b) Extend or renew a contract to procure or obtain, or
c) Enter into a contract to procure or obtain certain covered telecommunications equipment.

These restrictions apply to telecommunication equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of either).

**Contract Types** – The Sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and sub-consultant" for professional service agreements.

### A13.3 MODEL CERTIFICATION CLAUSE

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

## A14 DRUG FREE WORKPLACE REQUIREMENTS

### A14.1 SOURCE

49 CFR Part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106, as amended)

### A14.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does ***not*** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

**Contract Types** – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the Sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

**Use of Provision** – No mandatory or recommended text provided because the requirements do not extend beyond the Sponsor level.

### A14.3 CONTRACT CLAUSE

None.

## A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

### A15.1 SOURCE

29 USC § 201, et seq

2 CFR § 200.430

### A15.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

**Contract Types** – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

> *Professional Services* – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement with a professional services firm must include the FLSA provision.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 USC § 201, et seq. The Sponsor must select *contractor* or *consultant*, as appropriate for the contract.

### A15.3 MODEL SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor | Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor | Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

### A16.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

### A16.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of $100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Contract Types** – The Sponsor must incorporate this provision into all contracts exceeding $100,000.

**Use of Provision** – **MANDATORY TEXT.** Appendix A to 49 CFR Part 20 prescribes language the Sponsor must use. The Sponsor must incorporate this provision without modification.

### A16.3 MANDATORY CERTIFICATION CLAUSE

**CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

### A17.1 SOURCE

29 CFR Part 1910

### A17.2 APPLICABILITY

**Contract Types** – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 CFR Part 1910.

### A17.3 MODEL CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## A18 PROCUREMENT OF RECOVERED MATERIALS

### A18.1 SOURCE

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

### A18.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR Part 247. When acquiring items designated in the guidelines, the Sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Contract Types** – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR Part 247 where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.

*Construction and Equipment* – Include this provision in all construction and equipment projects.

*Professional Services and Property* – Include this provision if the agreement includes procurement of a product that exceeds $10,000.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200.

### A18.3 MODEL CONTRACT CLAUSE

**PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

## A19 RIGHT TO INVENTIONS

### A19.1 SOURCE

2 CFR Part 200, Appendix II(F)

37 CFR Part 401

### A19.2 APPLICABILITY

**Contract Types** – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

### A19.3 MODEL CONTRACT CLAUSE

**RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## A20 SEISMIC SAFETY

### A20.1 SOURCE

49 CFR Part 41

### A20.2 APPLICABILITY

**Contract Types** – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

*Professional Services*– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

*Construction* – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

*Equipment* – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

*Land* – This provision will not typically apply to a property/land project.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 49 CFR part 41.

### A20.3 MODEL CONTRACT CLAUSE

#### A20.3.1 Professional Service Agreements for Design

**SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

#### A20.3.2 Construction Contracts

**SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

## A21 TAX DELINQUENCY AND FELONY CONVICTIONS

### A21.1 SOURCE

Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

### A21.2 APPLICABILITY

The Sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

**Contract Types** – This provision applies to all contracts funded in whole or part with AIP.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of DOT Order 4200.6.

### A21.3 MODEL CERTIFICATION CLAUSE

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then

notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## A22 TERMINATION OF CONTRACT

### A22.1 SOURCE

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

### A22.2 APPLICABILITY

**Contract Types** – All contracts and subcontracts in excess of $10,000 must address *termination for cause* and *termination for convenience* by the Sponsor. The provision must address the manner (i.e., notice, opportunity to cure, and effective date) by which the Sponsor's contract will be affected and the basis for settlement (e.g., incurred expenses, completed work, profit, etc.).

**Use of Provision** –

*Termination for Convenience* – No mandatory text provided. The Sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR § 200.

*Termination for Cause* – No mandatory text provided. The Sponsor must include a clause for termination for cause (includes default). The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

*Equipment, Professional Services, and Property* – No mandatory text provided. The Sponsor may use their established clause language provided that it adequately addresses the intent of 2 CFR Part 200 Appendix II(B), which addresses termination for cause and for convenience.

### A22.3 MODEL CONTRACT CLAUSES

#### A22.3.1 Termination for Convenience

**TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## A22.3.2 Termination for Default

**TERMINATION FOR CAUSE (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

**TERMINATION FOR CAUSE (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If

Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## A23 TRADE RESTRICTION CERTIFICATION

### A23.1 SOURCE

49 USC § 50104

49 CFR Part 30

### A23.2 APPLICABILITY

Unless waived by the Secretary of Transportation, Sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

**Contract Types** – The trade restriction certification and clause apply to all AIP funded projects.

**Use of Provision** – **MANDATORY TEXT.** 49 CFR Part 30 prescribes the language for this model clause. The Sponsor must include this certification language in all contracts and subcontracts without modification.

### A23.3 MANDATORY SOLICITATION CLAUSE

**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## A24 VETERAN'S PREFERENCE

### A24.1 SOURCE

49 USC § 47112(c)

### A24.2 APPLICABILITY

**Contract Types** – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans [as defined under § 47112(c)] only when they are readily available and qualified to accomplish the work required by the project.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 49 USC § 47112.

### A24.3 MODEL CONTRACT CLAUSE

**VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

### A25.1 SOURCE

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

### A25.2 APPLICABILITY

To the greatest extent "practicable," Sponsors must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U.S., including, but not limited to iron, aluminum, steel, cement, or other manufactured products.

**Contract Types** – Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR § 200.322.

### A25.3 MODEL CERTIFICATION CLAUSE

**CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

## A26 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

### A26.1 SOURCE

FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936

49 U.S.C. § 44801 note

Sponsors and subgrant recipients are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

1) The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or
2) To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.

The term "Covered UAS" means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter- UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

(a) The People's Republic of China.

(b) The Russian Federation.

(c) The Islamic Republic of Iran.

(d) The Democratic People's Republic of Korea.

(e) The Bolivarian Republic of Venezuela.

(f) The Republic of Cuba.

(g) Any other country the Secretary determines necessary.

### A26.2 APPLICABILITY

Contract Types – the Sponsor must include this provision in all AIP-funded contracts and lower-tier contracts.

Use of Provision - No mandatory text provided. The Sponsor's language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and sub-consultant" for professional service agreements as appropriate.

### A26.3 MODEL CONTRACT CLAUSE

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**

Lance Dunn, Human Resources Director
Human Resources Department

**MEETING DATE**

April 20, 2026

**AGENDA ITEM TITLE**

Resolution approving a Volunteer Time Off policy for the City of Waterloo Employee Handbook

**RECOMMENDED COUNCIL ACTION**

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

**ATTACHMENTS**

1. Volunteer Time Off policy

# Volunteer Paid-Time Off

This program was established to highlight the *Community Impact* portion of the City of Waterloo employee pillars to success by promoting a team-based environment, helping local non-profit organizations achieve their missions that contribute to the Waterloo community, and increasing employee engagement in participants. Volunteer opportunities should be endorsed by the Mayor's office.

This policy is for all regular non-probationary full-time employees. Employees are encouraged but not required to participate in this program. Employees are granted eight (8) hours of volunteer time off (VTO) per calendar year. This time expires at the end of the calendar year, is not paid out and does not roll over from year to year. Time may be used in one (1) hour increments. The Mayor or their designee reserves the right to amend or terminate this program at any time without notice; and to revoke approval if believed that the employee is misusing the program.

City volunteer time must be performed within the city limits of Waterloo. City volunteer paid time can be used to support an organization that is a charitable not-for profit or tax-exempt. City paid volunteer time cannot support political causes, candidates for political offices, explicitly religious activities, or organizations that discriminate. Like federal programs, the city's volunteer program prohibits "explicitly religious activities defined as activities that involve over religious content, such as worship, religious instruction, or proselytization." Examples of **acceptable** activities include volunteering at a church, place or worship or other religious institution for the purpose of distributing food, school supplies, housing/financial assistance, and other service information.

While on volunteer time, employees must conduct themselves professionally, respectfully, and ethically while on duty consistent to the expectations of the behavior while on the job for the city. Failure to do so will result in suspension of this benefit and/or be subject to discipline per the disciplinary policy. VTO must be approved by the employee's supervisor, cannot result in overtime pay and must not cause a staffing shortage in the department. Employees must fill out the VTO form and have the volunteer agency sign off on hours served so the manager can enter the time served in the timekeeping system.

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

**NAME AND DEPARTMENT**

Lance Dunn, Human Resources Director
Human Resources Department

**MEETING DATE**

April 20, 2026

**AGENDA ITEM TITLE**

Resolution approving an Artificial Intelligence (AI) Use Policy for the City of Waterloo Employee Handbook

**RECOMMENDED COUNCIL ACTION**

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

**ATTACHMENTS**

1. City_of_Waterloo_AI_Policy - March2026 - Draft (002)

# 3:20 Use of Artificial Intelligence (AI) in the Workplace

Purpose

This policy establishes clear guidelines for the ethical, transparent, and responsible use of artificial intelligence (AI) technologies within City of Waterloo operations. Its purpose is to ensure AI is used in a manner that supports the City's mission and core pillars: innovation, equity, community impact, organizational excellence, and collaboration.

Scope

This policy applies to all City of Waterloo employees, elected officials, volunteers, vendors, contractors, consultants, and any third parties working on behalf of the City. It governs the use of all AI tools, systems, and services utilized in City operations.

Guiding Principles

Employees must use ethically and with transparency: AI must be used responsibly and with clear understanding of its capabilities and limitations. AI still requires human oversight: AI may assist with tasks, but final decisions remain the responsibility of authorized City personnel. Employees are required to review and proof everything that comes out of AI. Employees are responsible for equity and non-discrimination: AI systems must not discriminate against individuals or groups, especially in ways connected to protected classes. Privacy and protection: Staff must safeguard personal identities and information in accordance with applicable laws, regulations, and the City's Technology and Electronic Communications (3:19) policy. Alignment with City goals: AI should be used in ways that meaningfully support the City's strategic objectives. AI produced documents are also subject to all open records requests.

Appropriate Uses of AI

Here are some examples of appropriate uses of AI: traffic management and predictive maintenance of infrastructure, customer service chatbots, analysis of community feedback or survey data, spotting trends or patterns in large data sets, helping to curate interview questions, and draft written communication.

Prohibited or Restricted Uses

Employees should be cautious when entering information into AI systems to make sure they are not sharing confidential, sensitive, or legally protected information. Using AI

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requires a human oversight, it must be monitored to prevent using AI in ways that could result in discriminatory outcomes. Employees can't solely rely on AI outputs for autonomous decision-making without human review. AI tools that do not meet the City's ethical, privacy, or security standards are not allowed to be used.

Approval and Oversight

All AI tools must be reviewed, vetted, and approved by the IT department before use. Approved AI tools must meet the City's ethical and privacy standards. The IT department will monitor and may audit ongoing use to ensure compliance.

Training and Support

The IT department will provide training, documentation, and resources to ensure employees understand how to safely use AI tools.

Vendor and Contractor Responsibilities

Vendors, contractors, and other third parties working on behalf of the City must adhere to this policy and ensure their AI technologies and practices align with the City's ethical, privacy, and security expectations.

Enforcement

Failure to comply with this policy may result in disciplinary action, up to and including termination, in accordance with City personnel policies.

Policy Review and Updates

The City will periodically review and update this policy to reflect technological advancements, operational needs, legal requirements, or emerging best practices.

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# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving an update to the Electronic Usage policy and renaming it Technology and Electronic Communications for the City of Waterloo Employee Handbook.

## RECOMMENDED COUNCIL ACTION

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. City_of_Waterloo_Tech_Policy_March2026_Draft (002)

# 3:19 Technology and Electronic Communications

The City of Waterloo provides various technology resources to authorized employees to assist them in performing their job duties. Each employee has a responsibility to use the City's technology resources in a manner that increases productivity, enhances the City's public image, and is respectful to other employees.

With the rapidly changing nature of electronic media, this policy cannot lay down rules to cover every possible situation. Instead, it expresses the City's philosophy and sets forth general principles to be applied in the use of electronic media and services.

This policy defines acceptable use of City of Waterloo managed systems, networks, cloud platforms, and communications. Its purpose is to ensure technology is used to support secure, ethical, and lawful City operations.

Scope

This policy applies to employees, officials, contractors, volunteers, and third parties accessing City systems. It covers City-owned devices, cloud services, remote access, and personal devices used for City business.

Definitions

Any of the following are considered covered devices under the policy:

City-managed systems: Any City-owned/administered device, network, cloud service, or account. Electronic communications: Email, messaging, SMS, collaboration tools, VoIP, etc. Personal devices (BYOD): Non-City device used for City business. Confidential information as defined in policy **3:1 Confidential Information Policy**: Regulated or sensitive information. Record: Information created/received in City business subject to Iowa open records.

Roles & Responsibilities

These are the roles and responsibilities of the various departments in the City. Information Technology (IT) sets standards, approves tools, authorizes monitoring. Human Resources ensures policy alignment with personnel rules. At the department level managers must ensure staff compliance. All users are responsible for protecting accounts and report

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incidents immediately. All vendors that work with the City must follow our security standards and access requirements.

Acceptable Use

Technology is for City business. Limited personal use allowed if non-disruptive, low-bandwidth, and lawful.

Prohibited Use

Technology and electronic communication may not be used for harassment, impersonation, or misrepresentation. The use of unapproved software, cloud tools, extensions, or AI tools. To bypass security controls. Using high-bandwidth personal activities (streaming, P2P, crypto mining).

Minimum Security Requirements

Employees must have unique accounts; password sharing prohibited; MFA required where available. Devices must run IT-approved EDR/AV; unknown USB devices prohibited. Encrypt devices; use VPN+MFA for remote work; follow PHI transmission standards. Mandatory cybersecurity training and phishing reporting.

Software, Applications & Cloud Services

City employees must use only IT-approved and City-licensed software. Approval is required for cloud apps, extensions, and AI tools. Use only City-approved collaboration platforms.

Email, Messaging & Identity Standards

Employees must use City accounts for City business use only ; no forwarding to personal accounts including attachments. All electronic communication must clearly identify the sender as a City employee.

Mobile Devices, BYOD & Remote Work

Personal devices must meet security standards and may be MDM enforced. City may remote-wipe City data. No storing City data solely on personal devices.

Data Management, Retention & Open Records

Employees must store City data only in City-managed systems. All communications used for City business are public records. Examples include email, texts, Teams messages,

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attachments.

Monitoring & Privacy Expectations

Use automated logging for security and compliance. There may be case-specific monitoring, this requires IT+HR authorization; do not have an expectation of privacy on City systems. Messages, files, computers, and data can be reviewed at any time.

Incident Reporting & Response

Employees must report any lost or missing City-owned equipment (including laptops, tablets, mobile devices, and key fobs) to the IT department as soon as possible. Also immediately report any suspected or confirmed malware, phishing attempts, ransomware, or unauthorized access. Preserve all relevant evidence and fully cooperate with IT, HR, and Legal during the investigation and response process.

Third-Party & Vendor Access

Vendors must use approved methods and comply with security requirements.

Exceptions

Exceptions to the policy will require documented justification and written approval from IT Director and HR/Legal.

Enforcement

Violations of any guidelines listed above may result in loss of technology access, disciplinary action, up to and including termination of employment. If necessary, the City will advise appropriate legal officials of any illegal violations.

Acknowledgment

Users must acknowledge this policy and comply with monitoring requirements.

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# COMMUNICATION TO THE WATERLOO CITY COUNCIL

## NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

## MEETING DATE

April 20, 2026

## AGENDA ITEM TITLE

Resolution approving Terminating the Transforming Gates and Byrnes Parks Designated Funds Agreement with the Waterloo Community Foundation, and authorizing the Mayor and City Clerk to execute said document.

## RECOMMENDED COUNCIL ACTION

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

The resolution would terminate the Transforming Gates & Byrnes Parks Designated Funds Agreement with the Waterloo Community Foundation, closing the fund, as a new Waterloo Leisure Services Fund is being established.

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. Transforming Gates & Byrnes Parks Designated Fund Termination Agreement (proposed 3-4-26)

**TERMINATION AGREEMENT FOR THE TRANSFORMING GATES AND BYRNES PARKS DESIGNATED FUND AGREEMENT**

THIS Termination Agreement ("Agreement") is dated as of _____, 2026 by and between City of Waterloo ("Donor") and the Waterloo Community Foundation ("Foundation").

WHEREAS, on March 1, 2022, the Donor and Foundation executed the Transforming Gates and Byrnes Parks Designated Fund Agreement ("Fund");

WHEREAS, the Fund does not currently hold any assets and has a zero balance; and

WHEREAS, the Organization and Foundation mutually agree to terminate the Fund.

NOW, THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement and intending to be legally bound thereby, the parties agree as follows:

1. The Fund shall be terminated effective immediately.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this on the day and year first above written.

| | |
|---|---|
| WATERLOO COMMUNITY FOUNDATION | DONOR |
| By: _____ | By: _____ |
| Steve Carignan, Board President | Mayor Dave Boesen<br>For the City of Waterloo |
| | By: _____ |
| | City Clerk<br>For the City of Waterloo |

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

| NAME AND DEPARTMENT | MEETING DATE |
|---|---|
| Noel Anderson, Community Planning and Development Director<br>Planning & Zoning Department | April 20, 2026 |

## AGENDA ITEM TITLE

Amendment to the City of Waterloo Zoning Ordinance No. 5079 to update terms and regulations as they apply to hobby farms, farm animals, tobacco and vape shops, and other changes.

## RECOMMENDED COUNCIL ACTION

Approval

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

Staff is proposing an amendment to the Zoning Ordinance that will update terms, definitions, and regulations as they apply to hobby farms, farm animals, tobacco and vape shops, and other miscellaneous changes. Planning staff, along with elected officials, Board of Adjustment members, PD, Health Department, and other interested parties formed two subcommittees, one to look at changes to hobby farm regulations, and one to look at adding restrictions for tobacco and vape shops. The hobby farm subcommittee considered alternatives, including: 1) keeping provisions for hobby farms but making them more restrictive and adding additional restrictions for annual permitting and inspections, 2) removing most provisions for hobby farms but keeping a provision for some allowance for the keeping of chickens, or 3) removing all provisions for hobby farms, and restricting farm animals within the City of Waterloo to areas that are zoned "A-1" and are on 10 or more acres, or on farms of over 35 acres. The subcommittee overwhelmingly recommended going with option 3, removing all provisions for hobby farms, except as noted in an "A-1" or on a farm of over 35 acres, and except a provision for beekeeping. Also, horses are not considered as a hobby farm and continue to be allowed with no change in regulations. The tobacco and vape shop subcommittee, which included representatives from the Waterloo Community Schools, expressed concerns about the proliferation of "vape shops" and the proliferation of vaping, particularly amongst the youth, and within the schools. The subcommittee came up with the proposed restrictions, defining a "Tobacco/Vape Shop" as a retail store in which 25% or more of retail floor space owned or leased by the business is dedicated to the sale of any tobacco products or devices, cigarettes, alternative nicotine products, or vapor products, all as defined in Iowa Code Chapter 453A and 453E, as amended, pursuant to a tobacco permit or device permit", and then provides for such a use to be allowed in the "C-1" Commercial District or less restrictive districts, with requirements including: 1) 250' setback from any protected use, 2) 1,000' setback from any elementary, middle, or high school (public, private, or parochial), 3) 600' setback from any existing Tobacco/Vape Shop; and then providing provisions for existing uses to be legal non-conforming use, and providing restrictions on signage for both Tobacco/Vape Shops as well as other retail businesses that sell tobacco products or devices. Other miscellaneous changes include: 1) changes to definition of day care to align with State Code, 2) removing wording in the residential accessory structures section that prohibited metal

materials for exterior siding to be consistent with State Code (recent change to State Code preempts and prohibits cities from regulating the exterior materials), 3) removing reference and restrictions pertaining to fireworks sales to be consistent with State Code (recent change to State Code preempts and prohibits cities from regulating fireworks sales), and 4) removing auto repair as a use in the "C-3" Central Business District, as it is already a permitted use in the "M-1" District.

At the Council hearing on the amendment on 4/6/26, a Mr. Jacob Olthoff spoke and submitted proposed regulations for hobby farms. Staff noted that we would review the proposal and provide a response. Staff has provided the response to Mayor and Council by email, but noted concerns with the proposal and would not recommend that any of the changes be incorporated into the proposed Zoning Ordinance Amendment.

## NEIGHBORHOOD IMPACT

The regulations are designed to have a positive impact on neighborhoods, by eliminating or restricting incompatible uses that can have a negative impact on neighborhoods.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

The Planning, Programming, and Zoning Commission held a public hearing on the amendment on March 10th and unanimously recommended approval, and the Council will hold a public hearing.

## SOURCE OF EXPENDITURES

N/A

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. Zoning amendments (hobby farms, tobacco and vape shops, and misc) 02-24-26
2. DRAFT Ord XXXX 04-06-26 amended zoning ordinance - hobby farms, tobacco and vape shops, and misc

# *Amendment to the City of Waterloo Zoning Ordinance*

**Changes and Updates to the City of Waterloo Zoning Ordinance to eliminate hobby farm provisions, amend other restrictions regarding farm animals, to add restrictions for tobacco and vape shops, and other miscellaneous changes:**

**- Section 10-3-1 Definitions, editing and adding definitions pertaining to tobacco and vape shops, farm animals, hobby farms, day care, and protected uses.**
**- Section 10-5-1(E) Accessory Structures, removing wording regulating metal siding.**
**- Section 10-6-1(A)(1), changes to the restrictions on farm animals in the "A-1" District.**
**- Section 10-7-2(A)(2), changes to the restrictions on farm animals in the "R-R" District.**
**- Section 10-8-1(A)(5), changes to the restrictions on farm animals in the "R-1" District.**
**- Section 10-14-1(A)(3), removing reference to fireworks sales, and adding Tobacco/Vape Shops as a permitted use in the "C-1" District.**
**- Section 10-14-1(A)(7), creating a new subsection providing restrictions for Tobacco/Vape Shops in the "C-1" District.**
**- Section 10-15-1(A)(28), removing reference to fireworks sales as a use in the "C-2" District (fireworks sales are a general retail use and not separately regulated).**
**- Section 10-18-1(A)(3), removing reference to auto repair as a use in the "C-3" District (auto repair is permitted in the "M-1" District).**
**- Section 10-19-1(A)(35), removing reference to fireworks sales as a use in the "M-1" District (fireworks sales are a general retail use and not separately regulated).**
**- Section 10-27-1(H)(25) & (26), removing farm animals and hobby farms from the list of special permit uses.**
**- Section 10-27-1(U), removing most of the provisions for an Urban Animal Hobby Farm (UAHF) and indicating that after adoption of this amendment, no new UAHF shall be allowed, and existing UAHF's shall be a non-conforming use, and indicating that specialized animal farms and the keeping of farm animals and livestock, excluding horses, shall only be allowed in the "A-1" District or on a farm of 35 acres. The section still has provisions allowing for beekeeping.**

## Ordinance No. _____ Amending Ordinance No. 5079

**Planning and Zoning Commission Hearing: _____**
**City Council Approval: _____**

to meet the gross income standards stated above shall be classified as a bar/tavern/night club and regulated as a non-limited alcohol sales use (on-premise consumption).

d. ***Non-Limited Alcohol Sales Use (off-premise consumption)***, which shall include any alcohol sales use for off-premise consumption that does not meet the definition of either an incidental alcohol sales use or a limited alcohol sales use (off-premise consumption), commonly known as a liquor store or similar establishment.

e. ***Non-Limited Alcohol Sales use (on-premise consumption)***, which shall include any alcohol sales use with on-premise consumption that does not meet the definition of either an incidental alcohol sales use or a limited alcohol sales use (on-premise consumption), commonly known as a bar, tavern, night club, dance hall or similar establishment.

***Alley:*** A public way, other than a street, affording secondary means of access to abutting property.

***Animals, Farm:*** Animals other than household pets, such as livestock, that, where permitted, are kept and maintained for commercial production and sale, family food or by-product production, and/or educational or recreational purposes.

***Animals, Household Pet:*** Includes, but is not limited to, dogs, cats, rabbits (when housed within a dwelling), birds, hamsters, and other similar animals kept for family enjoyment or companionship, and not for commercial or economic reasons. See also "Kennel". *[Ordinance 5417, 8/28/17]*

***Animals, Livestock:*** Includes, but is not limited to, horses, cows, pigs, sheep, chickens and poultry (excluding roosters), goats, ostriches, rheas, emus, farm deer, and other similar animals that are typically raised for meat, wool, eggs, milk or other functional or economic uses. Roosters, camel, guinea, falcon, or any exotic animals as determined in the reasonable discretion of the City Planner or designee shall be prohibited within the City of Waterloo. Swine (including pot belly pigs) shall be prohibited within the City of Waterloo except as provided in Section 5-1-2 of the Code of Ordinances *[Ordinance 5417, 8/28/17]*

***Amendment:*** A change, supplement, revision or reclassification in the Zoning Ordinance. An amendment can take three (3) forms: (1) a comprehensive revision or modification of the zoning text and map; (2) a text change in zone requirements; and (3) a change in the map, i.e., the zoning designation of a particular parcel or parcels.

***Apartment:*** A dwelling unit in a multiple dwelling.

***Apartment Hotel:*** A building containing both dwelling units and rooming units, used primarily for permanent occupancy.

***Apartment House:*** See Dwelling, Multiple.

***Appurtenant Structure:*** A structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure. *[Ordinance 5759, 4/29/24]*

***Auction Establishments:*** Any property or structure devoted to public auction or sales, two (2) or more times a year, for selling of private property or consigned goods, except as provided in Section 3-4A-2 of the City Code.

***Base Flood:*** The flood having one (1) percent chance of being equaled or exceeded

sidered as part of the principal building and subject to all yard requirements herein.

***Car Wash:*** A building or portion thereof containing facilities for washing automobiles or trucks, using production-line methods with a chain conveyor, blower, steam-cleaning device, or other mechanical devices or providing space, water, equipment or soap for the complete or partial hand washing of such automobiles or trucks, whether by operator or by customer.

***Cellar:*** That portion of a building having more than one-half (1/2) of its average height below grade. A cellar is not included in computing the number of stories for the purpose of height measurement. A cellar may be used as a habitable floor subject to the requirements of the currently adopted Building Code.

***Channel:*** A natural or artificial watercourse of perceptible extent, with a definite bed and banks to confine and conduct continuously or periodically flowing water.

***Channel flow*** thus is that water which is flowing within the limits of a defined channel.

***Child Day Care Center:*** See ***Day Care*** ~~***Nursery or Nursery School***~~.

***Clinics:*** A building or buildings used by physicians and/or dentists, osteopaths, chiropractors and allied professions for outpatient care of persons requiring such professional service.

***Commission:*** Where found in this Ordinance, unless otherwise indicated, this shall mean the City of Waterloo Planning, Programming and Zoning Commission.

***Common Land:*** A parcel or parcels of land, together with the improvements thereon, whether retained in private ownership for the shared use and enjoyment of the owners and occupants of the individual building units in a planned unit development, or dedicated to the general public.

***Comprehensive Plan:*** The document or series of documents prepared and adopted by the Commission and City Council setting forth the policies for the future growth and development of the community. It serves as the guide for many growth related decisions, including land use changes, zoning changes, growth management and capital improvements programming.

***Condominium:*** Individual ownership of a unit in a multi-unit structure with certain parts of a building which would normally be used by all occupants such as yard, foundations, basements, floors, walls, roofs, hallways, stairways, elevators and all other related common elements.

***Conditional Zoning:*** The attachment of special conditions of a rezoning request which are not specifically spelled out in the text of the Zoning Ordinance (Section 10-5-1 (N)).

***Day Care:*** Day Care, as used in this Ordinance, shall ~~be defined as either ***Family*** or ***Group*** Day Care~~refer to a child care facility such as a Child Care Center, Preschool, Child Care Home, or Child Development Home, as defined by the Code of Iowa:

1. ***Family Day Care*** means a person or program which provides child day care ~~to fewer than seven (7) children at any one time or fewer than twelve (12) children at any one time for a period of less than two (2) hours, but shall not do so unless the home does not provide care at any one time for more than six (6) children who are not attending school full time on a regular basis. In determining the number of children cared for at any one time in a registered or unregistered day care home, if the person who operates or establishes the home is a child's parent, guardian, relative, or custodian~~

~~and the child is not attending school full time on a regular basis, the child shall be considered to be receiving child day care from the person and shall be counted as one of the children cared for in the home~~from a dwelling unit as either a Child Care Home or Child Development Home, as defined by and as regulated by Iowa Code.

2. A ***Group Day Care*** ***or Day Care Center*** means a Child Care Center or Preschool facility providing child day care for more than six (6) ~~but fewer than twelve (12) children, with no more than six (6)~~ children ~~at one time being less than six (6) years of age~~, as defined by and as regulated by Iowa Code. *[Ordinance 3755, 12/10/90]*

***Day Care Center, Adult:*** Any private agency, institution, establishment or place which provides supplemental care and/or educational work, other than lodging overnight, for six (6) or more unrelated individuals.

***Deck:*** A non-enclosed platform structure without a solid floor system and without a roof. Said platform will be comprised of a permeable plank or board system for the flooring. For decks located in the front yard, if a wall is built, it will be comprised of a non-solid spindle or board design with openings between boards to provide that no more than sixty (60) percent of the wall area is enclosed. For decks not located in the front yard, if a solid wall is built, it shall not extend more than forty-two (42) inches above the floor of the deck. Structures not meeting the definition of a deck shall be considered an unenclosed porch or an addition, and shall meet the requirements as such. *[Ordinance 4386, 10/18/99]*

***Delayed Deposit Service Use:*** Any individual, group of individuals, partnership, association, corporation, or any other business unit or legal entity that, for a fee, accepts a check dated subsequent to the date it was written or accepts a check dated on the date it was written and holds the check for a period of time prior to deposit or presentment pursuant to an agreement with, or any representation made to, the maker of the check, whether express or implied. The purposes of this chapter, "check" means a check, draft, share draft, or other instrument for the payment of money Such uses are also known as payday lenders.

***Department of Natural Resources (DNR):*** Where found in the Ordinance pertaining to flood management, this shall mean the Iowa Department of Natural Resources (IDNR), the State agency that has underlying flood plain permit authority for the State of Iowa. *[Ordinance 3487, 6/15/87] [Ordinance 5049, 6/20/11]*

***Development:*** Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials. *[Ordinance 5759, 4/29/24]*

***Drive-In Establishment:*** See Restaurant.

***Dwelling:*** Any building or portion thereof which is designed or used exclusively for residential purposes but not including a tent, cabin, trailer, mobile home, recreational vehicle, or similar motor vehicle.

***Dwelling, Multiple:*** A residence designed for or occupied by three (3) or more families, with separate bathroom or cooking facilities for each.

***Dwelling, Row:*** Any one of two or more attached dwellings in a continuous row, each such dwelling designed and erected as a unit on a separate lot and separated from one another by an approved wall or walls. Such dwellings shall be required to maintain a compatible exterior appearance of both sides in terms of the colors and types of siding,

roofing landscaping and other additions such as shutters, doors, and windows. Any minor changes shall be similar in design to the design of the adjoining dwelling unit. Furthermore, any type of damage or destruction to the dwelling unit, as a part or whole, which activates an insurance policy shall be first applied to the replacement, repair, and maintenance of the dwelling unit. All new structures or existing converted structures shall be required to meet all applicable codes and ordinances regarding building, fire, water and utility connections, subdivision, etc. *[Ordinance 4618, 6/16/03]* For the purposes of this Ordinance such individual unit on a separate lot shall not have to meet minimum bulk requirements, including lot area, lot width, lot frontage, dwelling width, and side yard setback, however the overall row dwelling and total area for all lots to said row dwelling shall meet all minimum bulk requirements. *[Ordinance 5288, 06/15/15]*

***Dwelling, Single-Family:*** A detached residence designed for or occupied by one family only.

***Dwelling, Two-Family:*** A residence designed for or occupied by two (2) families only, with separate bathroom or cooking facilities for each. All residences must meet building and zoning regulations for proper design, separation, density, parking, etc. for the number of dwelling units, including residences that are converted to add additional units.

***Dwelling Units***: A room or group of rooms which are arranged, designed or used as living quarters for the occupancy of one family containing bathroom ~~or~~ and kitchen facilities.

***Existing Construction:*** For floodplain regulation only, any structure for which the "start of construction" commenced before 07/03/85, the effective date of the first floodplain management regulations adopted by the City of Waterloo. May also be referred to as "existing structure". *[Ordinance 5049, 6/20/11]*

***Factory-Built Home Park or Subdivision:*** A parcel or contiguous parcels of land divided into two or more factory-built home lots for rent or sale. *[Ordinance 3487, 6/15/87]* Any such development that will classify the structures as non-real estate will require a Special Permit, as a mobile home park or subdivision. *[Ordinance 5049, 6/20/11]*

***Factory-Built Home Park or Subdivision, Existing:*** A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory—built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community. *[Ordinance 5759, 4/29/24]*

***Factory-Built Home Park or Subdivision, Expansion of Existing:*** The preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads). *[Ordinance 5759, 4/29/24]*

***Factory-Built Home Park or Subdivision, New:*** A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community. *[Ordinance 5759, 4/29/24]*

***Factory-Built Housing:*** A factory-built structure designed for long-term residential use. For the purposes of these regulations,

factory-built housing consists of three (3) types: modular homes, mobile homes, and manufactured homes.

***Factory-Built Structure:*** Any structure, designed for residential use, which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this Ordinance, including floodplain management, factory-built homes include mobile homes, manufactured homes and modular homes and also include park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days. *[Ordinance 5049, 6/20/11]*

***Family:*** One or more persons occupying a single dwelling unit, provided that unless all members are related by blood, marriage, or adoption, no such family shall contain over four (4) persons. This provision shall not restrict children under foster care or exchange students.

***Family Home:*** Family home providing care for the mentally or physically dependent under Iowa Code Chapter 135C or as a child foster care facility under Iowa Code Chapter 237 to provide room and board, personal care, rehabilitation services, and supervision within a family home for not more than eight (8) mentally or physically dependent individuals. *[Ordinance 3959, 7/26/93] [Ordinance 4554, 6/3/02]* Family Home shall also refer to homes for other individuals protected by the Fair Housing Amendments Act.

***Farm:*** An area comprising thirty-five (35) acres or more which is used for the growing of usual farm products, such as vegetables, fruits, and grain and their storing on the area, as well as for the raising thereon of the usual farm poultry and farm animals. The term "farming" includes the operation of such area for uses for treating or storing the food produce, provided, however, that the operation of any such accessory uses shall be secondary to that of the normal farming activities and such accessory uses do not include the feeding of garbage or offal to swine or other animals.

***Farm, Hobby:*** See Urban Animal Hobby Farm (UAHF). *[Ordinance 5417, 8/28/17]*

***Farm House:*** A house located on land operated as a farm which is, or will be, occupied by a person engaged in agriculture on that same unit.

***Fast Food:*** See Restaurant.

***Feed Lot:*** Any parcel of land or premises on which the principal use is the concentrated feeding within a confined area of cattle, hogs, or sheep. After January 1, 2018 no new feed lot shall be established, and no existing feed lot shall be expanded in area~~, except those meeting Urban Animal Hobby Farm (UAHF) requirements~~. *[Ordinance 5417, 8/28/17]*

***Fence, Non-Residential:*** A barrier and/or structure erected accessory to a non-residential use and not located in an "R" District intended to provide security, mark a boundary or a means of landscaping with no portion of fence extending onto adjacent property or right-of-way. No such fence shall be constructed of salvaged material or use barbed wire, concertina wire, or similar wire closer than six (6) feet to the ground except a fence used purely for agricultural purposes. *[Ordinance 4508, 9/4/01]*

***Fence, Residential:*** A barrier and/or structure erected accessory to a residential use or in an "R" District intended to provide security, mark a boundary, or as a means of landscaping with no portion of fence extending onto adjacent property or right-of-way. Such fence shall be constructed of materials commonly used for landscape fencing such as masonry block, lumber, chain link, but shall not include corrugated sheet metal, slats, tarp, cloth, mesh or similar coverings, barbed wire, concertina wire or similar wire,

of a motor vehicle. Space for maneuvering, incidental to parking or unparking, shall not encroach upon any public right-of-way.

***Pawnbroker Use:*** Any person, partnership, corporation, company or other entity that is subject to licensure as a pawnbroker under Title 3 of the code of ordinances.

***Pharmacy:*** A retail establishment in which prescription drugs and medicines are compounded and/or sold by a licensed pharmacist.

***Planned Unit Development:*** A tract of land planned and developed as an integrated unit under single ownership or control. Control in this context may, in addition to single ownership, be vested in partnerships, corporations, syndicates or trusts comprised of owners of separate and contiguous tracts of land who join together in a good and sufficient agreement for the purposes of developing their respective properties according to one integrated plan.

***Porch, Unenclosed:*** A roofed projection which has no more than sixty (60) percent of each outside wall area enclosed by a building or siding material other than meshed screens. If said unenclosed porch extends over a required front or rear setback as provided herein then the outside wall shall be a non-solid wall utilizing a spindle or board design with openings between boards to provide that no more than sixty (60) percent of the wall area is enclosed, or a solid wall when extending not more than forty-two (42) inches above the floor of the porch.

***Principal Permitted Use:*** The main use of land or structures, as distinguished from a secondary or accessory use, or Special Permit use.

***Protected Uses:*** Protected uses include a building in which a majority of floor space is used for residential purposes; a property located within a residentially zoned district; a day care center where such day care center is a principal use; a preschool; an elementary, middle or high school (public, private or parochial); a house of worship; a mission; a public library; a museum or cultural arts center or facility; a public park; a publicly owned or operated recreation center or athletic facility; a privately operated recreational use; a civic/convention center; a community residential facility; a hospital; a dental, medical or mental health facility; a building or office operated by any governmental entity; a for profit or non-profit group or club or similar facility that works with children. However, this definition shall not apply if the protected use is a legal non-conforming use. Whether a given use is a protected use as defined herein shall be determined by the city planner in his reasonable discretion.

***Public Utility:*** Public or quasi-public distributing or operating equipment for related services for telephone, cable television, electricity, gas, sewer and water, and other essential commodities or services such as transportation or communication. This includes privately owned structures and equipment when used to provide an essential commodity or service to the public.

***Rear Lot Line:*** Ordinarily that line of a lot which is opposite and farthest from the front lot line. In triangular or other odd-shaped lots the rear lot lines shall be determined by the City Planner or designee.

***Recreational Vehicle:*** *[Ordinance 4125, 9/11/95]*

A vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection (this provision is for floodplain management purposes only); *[Ordinance 5049, 6/20/11]*
3. Designed to be self-propelled or permanently towable by a light duty truck; and

either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions or (2) any alteration will not preclude the structure's continued designation as a "historical structure." *[Ordinance 3810, 8/19/91]* 2.) Any addition that increases the original floor area of a building by 25 percent or more. All additions constructed after July 3, 1985 shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent. *[Ordinance 5049, 6/20/11]*

***Tobacco/Vape Shop:*** A retail store in which twenty five (25) percent or more of the retail floor space owned or leased by the business is dedicated to the sale of any tobacco products or devices, cigarettes, alternative nicotine products, or vapor products, all as defined in Iowa Code Chapter 453A and 453E, as amended, pursuant to a tobacco permit or device permit.

***Trailer:*** See "Mobile Home."

***Trailer Park:*** See "Mobile Home Park."

***Urban Animal Hobby Farm (UAHF):*** A small gathering of farm animals kept for commercial production and sale, family food or byproduct production, and/or educational or recreational purposes, but not as a primary source of income. Animals not allowed as part of a UAHF include swine (including pot belly pigs), camels, roosters, guinea, falcon, or any exotic animals as determined in the reasonable discretion of the City Planner or designee. After _____, the effective date of Ordinance _____, no new UAHF shall be allowed, and all existing UAHFs shall be a non-conforming use. Farm animals, excluding horses, shall only be allowed in the "A-1" District as provided herein, or on a farm of thirty-five (35) acres or more as provided herein. Horses shall not be regulated as part of a UAHF. *[Ordinance 5417, 8/28/17]*

***Used Car Lot:*** A designated location wherein proper and adequate facilities shall be maintained for displaying, reconditioning and repairing any motor vehicle of a type subject to registration under the laws of the State of Iowa.

***Use, Principal:*** The main or primary purpose for which a building, structure or lot is designed, arranged, or intended, or for which they may be used, occupied, or maintained under this Ordinance.

***Vape Shop:*** See Tobacco/Vape Shop.

***Variance:*** A device which grants a property owner relief from certain provisions of this Ordinance which the Board of Adjustment is permitted to grant in cases where strict enforcement of said provisions would cause undue hardship owing to circumstances unique to the individual property on which the Variance is sought.

***Vehicle:*** Any device in, upon or by which a person or property is or may be transported or drawn upon a highway or street, excepting devices moved by human power or used exclusively upon stationary rails or tracks, and shall include, without limitation, a motor vehicle, automobile, truck, trailer, motorcycle or any combination thereof.

***Violation:*** The failure of a use, structure, or other development to be fully compliant with the terms of this Ordinance, as may be amended or modified.

***Yard:*** An open space on the same lot with a building or structure unoccupied and unobstructed by any portion of a structure except as provided herein. In measuring a yard for the purpose of determining the depth of a front, side, or rear yard, the least distance between the lot line and the foundation of a principal building shall be used.

or any other hazard or nuisance to any greater or more frequent extent than that usually in question under normal circumstances wherein no home occupation exists;

h. No retail sales or displays for retail sales are permitted.

3. **Nameplate Allowed.** Only one nameplate shall be allowed. It may display the name of the occupant and/or the name of the occupation (i.e. John Jones, Realtor). It shall not exceed two (2) square feet in area, shall be non-illuminated, and attached flat to the main structure or visible through a window. The limitation to one nameplate is intended to apply to all lots, including corner lots. *[Ordinance 4855, 2/19/07]*

4. **Examples of Uses that Do Not Qualify as Home Occupations.** The following uses by the nature of the investment or operation have a pronounced tendency once started to rapidly increase beyond the limits permitted for home occupations and thereby impair the use and value of a residentially zoned area for residence purposes. Therefore, the uses specified below shall not be permitted as home occupations: auto repair, minor or major; beauty shops with more than one chair; barber shops with more than one chair; massage parlors with more than one table; retail sales operations where transactions occur on the premises; carpentry work; dance instructions; dental offices; medical offices; painting of vehicles; repair and sale of trailers or boats; photo developing; photo studios; private schools with organized classes; radio, television or appliance repair; and upholstering. This list shall not be construed as being all-inclusive. *[Ordinance 4855, 2/19/07]*

5. **Day Cares.** Day care services shall be permitted provided the following conditions are met: [a. through g Ordinance 3755, 12/10/90]

a. The day care service shall be at least six hundred (600) feet from an area designated by the Black Hawk County Health Department to be a health problem for children.

b. If the day care property is located on a major or minor arterial or collector street as designated on the Waterloo Functional Classification System map, access to the day care property must be gained from a public alley or driveway that allows a vehicle to re-enter the street in a forward movement only.

c. The day care service shall be in compliance with all state laws pertaining to child day care services.

d. Where a day care provider's property is not accessible from a street defined in (b) above, the traffic generated by that day care service shall not impede traffic flow on any other street by reducing traffic movement below two moving lanes. (It is the responsibility of the day care to inform those using his/her day care services of this requirement.)

**E. Accessory Structures.**

No accessory structure shall be erected until after the Principal Permitted Use is erected and shall not be erected in any front yard, except for temporary or seasonal use accessory structures to a commercial use. Accessory structures shall be a distance of

at least five (5) feet from alley lines; at least five (5) feet from lot lines of adjoining lots; and at least three (3) feet from the Principal Permitted Use on said lot, except that accessory structures in the rear sixty (60) percent of the lot may be erected three (3) feet from any interior lot line, and on corner lots they shall conform to the setback regulations for corner lots as provided in 10-5-1(F). Vehicles, trailers, cargo structures from vehicles or trailers, storage/moving or shipping containers, or mobile homes, or any other similar portable storage containers, regardless if it has wheels and chassis, shall not be used as an accessory structure. Said structures, excluding mobile homes, may be used for temporary storage but shall not be placed on a property for more than sixty (60) cumulative days in any given twelve-month period. Property owners may request a temporary storage container extension permit from the City Planner prior to placement on the property or prior to exceeding the sixty (60) day limit. Approval of such extensions shall only be granted for special circumstances with compelling reason why additional time is needed. Special circumstances may include, but are not limited to: 1) large construction sites, 2) emergency repair, reconstruction or rehabilitation of structures, and 3) extraordinary events such as flooding, fire, explosion, wind storms, war, riot, or similar events. The use of such structures shall not be restricted when accessory and customarily incidental to Principal Permitted Use in the "M-1" or "M-2" Districts excluding any dwelling or residence. *[Ordinance 3050, 11/1/79] [Ordinance 3102, 9/22/80] [Ordinance 5288, 06/15/15]*

1. Residential Accessory Structures: Accessory structures, except stables, may be erected as a part of the principal building, or may be connected thereto by a breezeway or similar structure, provided all yard and building code requirements for a principal building are complied with. After July 1, 2015, no single family dwelling shall be constructed or moved onto a property without a minimum of a fourteen (14) foot wide by twenty (20) foot deep accessory structure enclosed on four (4) sides, attached or detached, being constructed and maintained, and no two-family dwelling shall be constructed or moved onto a property without said minimum accessory structure for each unit or a single accessory structure a minimum of a twenty-two (22) foot wide by twenty (20) foot deep. *[Ordinance 5288, 06/15/15]* Existing homes with accessory structures shall not alter the accessory structures in a manner that causes them to have less than the minimum size required or increase existing nonconformance, unless ordered to be demolished as an unsafe structure by the Building Official or designee. *[Ordinance 5648, 6/20/22]* Accessory structures attached or connected to the principal building shall not exceed the square footage of the principle permitted use (not including decks or unenclosed porches, calculated based on the area of the base or "footprint" of the structure), however this provision shall not prohibit a five hundred seventy-six (576) square foot attached garage provided that all other requirements are met. Accessory structures that

are not a part of the main building shall not exceed fifteen (15) feet in height with a less than two story Principal Permitted Use, and eighteen (18) feet in height for a two story or greater Principal Permitted Use. In conjunction with any one or two family residence, accessory structures that are not a part of the main building shall not occupy more than thirty (30) percent of the rear yard and shall not cover more than eight hundred fifty (850) square feet total. Said structures may exceed the eight hundred fifty (850) square feet total but shall not occupy more than six (6) percent of the lot on which said structures are located and in no case shall the total of said structures be larger than 1,800 square feet. ~~Accessory structures (attached or detached) to a residential use shall not be constructed of metal materials for exterior siding, except for horizontal aluminum/steel siding common on many residential structures and except structures that are two hundred (200) square feet or less. Accessory structures that are not part of the main building shall not be constructed of metal materials for exterior roofing if the lowest point of the roof is closer than seven (7) feet from the adjacent grade, except structures that are two hundred (200) square feet or less.~~ Structures that are less than nine (9) square feet shall not be included in the accessory structure limit. Structures that are less than fifty (50) square feet but more than nine (9) square feet shall not be included in the accessory structure limit, however no one or two family residence shall have more than two (2) such structures excluded from the accessory structure limit. Accessory structures that are one hundred twenty (120) square feet or less and are eight feet in height or less shall not be required to meet setback requirements, however this provision shall not authorize accessory structures over any property line, platted building line, or easement. *[Ordinance 5288, 06/15/15]* Free-standing or attached metal-framed carports, or similar structures, shall be prohibited in conjunction to any residential use. *[Ordinance 3050, 10/1/79] [Ordinance 3102, 9/22/80] [Ordinance 3645, 5/8/89] [Ordinance 4656, 11/10/03] [Ordinance 4725, 09/20/04]* In conjunction with any multiple family residence (three or more dwelling units), accessory structures that are not a part of the main building shall not exceed a total size of more than five hundred seventy-six (576) square feet in area per dwelling unit.

2. Commercial Accessory Structures: Commercial accessory structures shall be constructed only as accessory to a Principal Permitted Use on the lot, as allowed by the underlying zoning classification. Any such Principal Permitted Use must be in accordance with all applicable building codes, zoning, engineering, and other pertinent ordinances to be eligible for the use (i.e. a residentially built home in a "C" or "M" District cannot construct or convert a commercial sized accessory structure, unless the residential building has been properly rehabilitated to meet all commercial building codes, parking requirements, etc. and is used

the approved landscape plan must receive approval from the City Planner or his/her designated representative prior to installation.

**7. Measured Compliance.**

The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

Overstory Trees

| | |
|---|---|
| 4 inch caliper or greater | 100 points |
| 3 inch caliper or greater | 90 points |
| 2 inch caliper or greater | 80 points |
| Trees with caliper of more than 4 inches | 25 points per inch |

Understory Trees

| | |
|---|---|
| 2 inch caliper or greater | 40 points |
| 1½ inch caliper or greater | 30 points |
| 1 inch caliper or greater | 20 points |

Shrubs

| | |
|---|---|
| 5 gallon or greater | 10 points |
| 2 gallon or greater | 5 points |

Conifers

| | |
|---|---|
| 10 foot height or greater | 100 points |
| 8 foot height or greater | 90 points |
| 6 foot height or greater | 80 points |
| 5 foot height or greater | 40 points |
| 4 foot height or greater | 30 points |
| 3 foot height or greater | 20 points |

*[Ordinance 3907, 12/21/92]*

# CHAPTER 6
# "A-1" AGRICULTURAL DISTRICT

## *10-6-1 REGULATIONS.*

The regulations set forth in this Chapter and those contained in Chapter 5 shall apply in the "A-1" Agricultural District.

The "A-1" District is intended to provide for areas of the community which are suitable for agricultural and interrelated agricultural uses that are adjacent to residential, commercial or industrial districts. Any outside storage of materials or equipment shall be limited and clearly incidental and accessory to the Principal Permitted Use, and shall not include the outside storage of junk or salvage material or similar debris. Outside storage of materials or equipment shall not be permitted in a front yard. This provision shall not restrict the outside storage of licensed and operable vehicles or agricultural equipment or machinery that are accessory and clearly incidental to the Principal Permitted Use.

**A. Principal Permitted Uses:**

1. Agriculture, farming and the usual agricultural buildings and structures, including specialized animal farms, provided that no structures shall be permitted unless accessory to another Principal Permitted Use or unless such structures are located on a farm as defined herein, and provided that farm animals, excluding horses, shall only be allowed when associated to a farm house or single-family home and where there exists a minimum lot size of ten (10) acres and an area devoted to such purposes of at least ten thousand (10,000) square feet per large and intermediate sized animal (cows, calves, sheet, goats, llamas, emus, ostrich, peacock and similar animals, excluding swine, camels and exotic animals as determined in the reasonable discretion of the City Planner or designee), and an area devoted to such purposes of at least five thousand (5,000) square feet per small sized animal (rabbits, mink, ferrets, chinchilla, chicken, goose, pigeon, pheasant, quail, duck and similar animals, excluding rooster, guinea, falcon, and exotic animals as determined

in the reasonable discretion of the City Planner or designee). Any fenced confinement area (excluding pastures) for farm animals shall have a minimum 10-foot setback from all property lines. Due to the incompatibility of farm animals and livestock with urban development, large scale animal operations, including animal confinement operations, shall be prohibited unless the Board of Adjustment, through Special Permit application, shall find that a proposed operation would be consistent and compatible with existing and future surrounding land uses. *[Ordinance 5648, 6/20/22]* Also a single-family dwelling provided that the owner/occupant is actively engaged in the farming operation and is a member of the farm owner's immediate family. For the purpose of this Section, the immediate family shall be interpreted as father, mother, son, daughter, wife, husband, brother, sister, grandparent or grandchild. Only one (1) lot that is a minimum of three (3) acres for this purpose shall be separated from a farm and at least thirty-five (35) acres shall remain after the transfer with the farm. *[Ordinance 4656, 11/10/03] [Ordinance 5417, 8/28/17]*

2. Truck gardening and nurseries *[Ordinance 4656, 11/10/03]*, provided however that any structures associated with such uses shall comply with Section 10-5-1(E) as if accessory to a single family residence, unless such uses are located on a farm as defined herein.

3. Stables, public and private, riding academies and clubs, and riding arenas, where there exists a minimum lot size of ten (10) acres and an area devoted to such purposes of at least five thousand (5,000) square feet per animal and provided further that no structure or building for the stabling of horses or tethering area be closer than fifty (50) feet from abutting residential properties. The area devoted to such uses shall be kept in a clean and sanitary condition. *[Ordinance 5417, 8/28/17][Ordinance 5648, 6/20/22]*

4. Grain elevators with usual accessory structures and the seasonal storage of coal whenever on or adjacent to and not more than one hundred (100) feet from a railway right-of-way.

5. Mining and extraction of minerals or raw material, including sand or gravel pits or borrow sites, upon approval of a Special Permit by the Board of Adjustment after review by the Commission.

6. Airports and landing fields, with Federal Aviation Administration approval if required.

7. Forest and forestry.

8. Parks, playgrounds, recreational trails, and similar recreational uses.

9. Any public building or use erected or maintained by any department of the city, township, county, state or federal government a public agency, upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission, except as provided in Section 10-27-1.

10. Public utility structures and equipment necessary for the operation thereof in accordance with Section 10-27-1.

11. Transmitting stations and towers in accordance with Section 10-27-1.

12. Recreational vehicles as defined herein, within special flood hazard areas zoned A, AH, AO and AE on the Flood Insurance Rate Map must:

1. Be on the site for fewer than 180 consecutive days, and
2. Be fully licensed and ready for highway use.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions. *[Ordinance 4125, 9/11/95]* A recreational vehicle that is accessory to a Principal Permitted Use and is fully licensed and ready for highway use may be on the site for more than 180 consecutive days for storage purposes only and not living quarters. *[Ordinance 5049, 6/20/11]*

13. Single-family homes that were legally built prior to adoption of Ordinance 2479, adopted 02/03/69. For the purposes of this Ordinance, any such legally established dwelling is not considered a non-conforming use as defined herein, but is considered a legal use. Furthermore, any such legally established dwelling may be rebuilt on the same lot as legally established, provided that all other rules and regulations of this Ordinance are met. However, such rebuild must occur within two (2) years of the removal of the original structure or within two (2) years of removal of a legal replacement structure. *[Ordinance 4656, 11/10/03] [Ordinance 5288, 06/15/15]*
14. Public and parochial schools and other educational institutions having an established current curriculum similar to that ordinarily given in Waterloo public schools, and colleges, universities, or institutions of higher education, upon approval of a Special Permit by the Board of Adjustment after review by the Commission.
15. Large Wind Energy Facilities upon approval of a Special Permit by the Board of Adjustment after review by the Commission and in accordance with Section 10-27-1.

**B. Accessory Uses:**

1. Accessory uses and structures customarily incidental to any of the above uses. *[Ordinance 4724, 9/20/04]*
2. Stables, when private non-commercial and when accessory to a residential dwelling and when not meeting the requirements as a principal permitted use, are allowed when meeting the requirements of Section 10-7-2(B)(4). Any existing private non-commercial stable accessory to a principal permitted use maintained with horses prior to and through the adoption of Ordinance 5648 adopted 06/20/22 will not be required to meet the requirements of Section 10-7-2(B)(4) and shall be a non-conforming use. *[Ordinance 5648, 6/20/22]*

### *10-6-2 HEIGHT REGULATIONS.*

Any building hereafter erected or structurally altered may be erected to any height not in conflict with other existing or future ordinances of the City of Waterloo.

### *10-6-3 BULK REGULATIONS.*

The following minimum requirements shall be observed, subject to the modified requirements contained in Section 10-27-1:

**"A-1" AGRICULTURAL DISTRICT**

| USE | MINIMUM | MINIMUM | MINIMUM | MINIMUM | MINIMUM | MINIMUM |
|---|---|---|---|---|---|---|

| | LOT AREA | LOT WIDTH | LOT AREA PER FAMILY | FRONT YARD (1) | SIDE YARD | REAR YARD |
|---|---|---|---|---|---|---|
| Farm Building or Farm House *[Ordinance 5417, 8/28/17]* | 35 Acres | No Minimum | 35 Acres | 50 Feet | 25 Feet | 50 Feet |
| Single Family Dwellings built prior to Ordinance | 1.5 Acres | 150 Feet | 1.5 Acres | 50 Feet | 25 Feet | 50 Feet |
| Other Permitted Uses | 1.5 Acres | No Minimum | 1.5 Acres | 50 Feet | 50 Feet | 50 Feet |

(1) The front yard depth of any lot abutting on a "Major Street" shall be measured from the proposed right-of-way lines as shown on the Official Major Street Plan.

# CHAPTER 7
# "R-R" RURAL RESIDENCE DISTRICT

*[Ordinance 4616, 6/9/03]*

## *10-7-1 PURPOSE.*

The "R-R" Rural Residential District is intended to provide regulations for land that is being converted to large lot residential uses. Lots to be included in this District must be larger than one and one half (1.5) acres but smaller than ten (10) acres. Because availability of either water or sewer services for properties in this District are provided through the use of individual wells or rural water type system and septic systems they must meet Board of Health standards. Areas to be developed shall be conducive to the construction and operation of onsite waste treatment systems and private water wells to be determined by the Black Hawk County Health Department. The Health Department may require an engineered plan for onsite waste treatment systems and private water wells. The purpose of this District is to restrict the permitted uses to those that are compatible with agricultural, residential, and environmentally sensitive areas. Individuals building in this area should be made aware of potential conflicts with agricultural uses (such as the spreading of manure) and that the City of Waterloo provides no protection against 24 hour agricultural operations. Police and fire protection, as well as other services, in the "R-R" Rural Residential District may not be comparable to other residential districts in the City of Waterloo. This District should only be used in areas where the City of Waterloo does not foresee extending infrastructure due to topography or other barriers and not used as a means to circumvent extending city services in areas where it is feasible.

## *10-7-2 REGULATIONS.*

The regulations set forth in this Chapter and the regulations contained in Chapter 5 shall apply in the "R-R" Rural Residential District.

**A. Principal Permitted Uses:**

1. Single-family dwellings.
2. Farming~~, specialized animal farms~~ and truck gardening, but not on a scale that would be obnoxious to adjacent areas because of noise or odors. ~~The Urban Animal Hobby Farm (UAHF) regulations of Section 10-27-1(U) shall govern s~~Specialized animal farms and the keeping of farm animals and livestock, excluding horses, is prohibited, except when on a farm of over 35 acres and meeting the re-

quirements of Section 10-6-1(A)(1). *[Ordinance 5417, 8/28/17]*

3. Public or semi-public parks.
4. Public utility structures and equipment necessary for the operation thereof in accordance with Section 10-27-1.

**B. Accessory Uses:**

1. Accessory uses and structures customarily incidental to any of the above uses. *[Ordinance 4724, 9/20/04]*
2. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.
3. Home Occupations
4. Stables, non-commercial where there exists an area devoted to such purposes of twenty thousand (20,000) square feet with an additional ten thousand (10,000) square feet per animal exceeding two (2) in number housed or tethered and provided further that no structure or building for the stabling of horses or tethering area be closer than fifty (50) feet from the abutting residential properties. The area devoted to such uses shall be kept in a clean and sanitary condition

### *10-7-3 HEIGHT REGULATIONS.*

No building shall exceed three (3) stories or forty (40) feet in height, except as provided in Section 10-27-1.

### *10-7-4 BULK REGULATIONS.*

The following minimum requirements shall be observed, subject to the modified requirements contained in Section 10-27-1:

**"R-R" RURAL RESIDENCE DISTRICT**

| USE | Minimum Lot Area | Maximum Lot Area | Minimum Lot Width | Minimum Front Yard | Minimum Side Yard | Minimum Rear Yard |
|---|---|---|---|---|---|---|
| Single Family Dwellings | 1.5 Acres | 10 Acres | 150 Feet | 50 Feet | 25 Feet | 50 Feet |
| Other Permitted Uses | 1.5 Acres | 10 Acres | 150 Feet | 50 Feet | 25 Feet | 50 Feet |

# CHAPTER 8
# "R-1" ONE AND TWO FAMILY RESIDENCE DISTRICT

### *10-8-1 REGULATIONS.*

The regulations set forth in this Chapter and the regulations contained in Chapter 5 shall apply in the "R-1" Residence District.

The "R-1" District is intended to provide for areas of the community which are suitable for low density residential uses that are adjacent to residential, professional office or neighborhood commercial uses. Any outside storage of materials or equipment shall be limited and clearly incidental and accessory to the Principal Permitted Use, and shall not include the outside storage of junk or salvage material or similar debris. Outside storage of materials or equipment shall not be permitted in a front yard. This provision shall not restrict the outside storage of licensed and operable vehicles that are ac-

cessory and clearly incidental to the Principal Permitted Use.

**A. Principal Permitted Uses:**

1. One and two family dwellings, including two-family row dwellings. *[Ordinance 4618, 6/16/03]* Alterations and conversions of single family dwellings into two family dwellings shall only be allowed in accordance with the lot area, frontage and yard requirements as set forth in this Section, and upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission. *[Ordinance 5288, 06/15/15]*

2. Religious facilities, upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission.

3. Public and parochial schools and other educational institutions having an established current curriculum similar to that ordinarily given in Waterloo public schools, and colleges, universities, or institutions of higher education, upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission.

4. Private recreational areas and facilities such as swimming pools, skating facilities, community building or indoor institutional or community recreation centers or fields, country clubs, golf courses and driving ranges when incidental to a golf course, upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission. *[Ordinance 5395, 04/10/17]*

5. Farming and truck gardening, but not on a scale that would be obnoxious to adjacent areas because of noise or odors, and provided that no structures shall be permitted unless accessory to another Principal Permitted Use or unless such structures are located on a farm as defined herein. ~~The Urban Animal Hobby Farm (UAHF) regulations of Section 10-27-1(U) shall govern s~~Specialized animal farms and the keeping of farm animals and livestock, excluding horses, is prohibited, except when on a farm of over 35 acres and meeting the requirements of Section 10-6-1(A)(1). *[Ordinance 5417, 8/28/17]*

6. Family Homes. *[Ordinance 3959, 7/26/93] [Ordinance 4554, 6/3/02]*

7. Recreational vehicles as defined herein within special flood hazard areas zoned A, AH, AO and AE on the Flood Insurance Rate Map must:

   a. Be on the site for fewer than 180 consecutive days, and

   b. Be fully licensed and ready for highway use.

   A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions. *[Ordinance 4125, 9/11/95]* A recreational vehicle that is accessory to a Principal Permitted Use and is fully licensed and ready for highway use may be on the site for more than 180 consecutive days for storage purposes only and not living quarters. *[Ordinance 5049, 6/20/11]*

8. Parks, playgrounds, recreational trails, and similar recreational uses.

9. Any public building or use erected or maintained by any department of the city, township, county, state or federal government, upon approval of a Special Permit by the Board of Adjustment after recommendation of the

ment shall be limited and clearly incidental and accessory to the Principal Permitted Use, and shall not include the outside storage of junk or salvage material or similar debris. Outside storage of materials or equipment shall not be permitted in a front yard. This provision shall not restrict the outside storage of licensed and operable vehicles that are accessory and clearly incidental to the Principal Permitted Use, and shall not restrict outside display areas when such display areas display items that can be legally sold by a commercial business on the property and when the display area does not exceed an area equal to the area occupied by the building(s) on a property.

**A. Principal Permitted Uses:**

1. Any use permitted in the "R-4" District.
2. Group Homes *[Ordinance 4554, 6/3/02]*
3. Any retail business or service establishment such as the following~~, except that fireworks sales shall be prohibited~~ *[Ordinance 5484, 2/18/19]*:

   Animal Hospital or Veterinary Clinic, provided all phases of the business conducted upon the premises be within a building where noises and odors are not evident to adjacent properties

   Antique Shop

   Apparel Shop

   Bakery, retail only

   Barber Shop or Beauty Parlor

   Bicycle Shop

   Bookstore

   Candy Shops, retail only

   Car Wash

   Clothes Cleaning and Laundry Pickup Stations

   Coffee House

   Collection Office or Public Utility

   Commercial Parking Lots for passenger vehicles in accordance with the provisions of Section 10-25-2

   Convenience Store *[Ordinance 4976, 11/23/09]*

   Dairy Store, retail only

   Delicatessen and Sub Shop

   Dry Goods Store

   Drug Store

   Financial Institution

   Florist and Nursery Shop, retail only

   Fruit and Vegetable Market

   Furniture Store

   Gasoline Stations

   Gift Shop

   Grocery Store

   Hardware Store

   Hobby Shop

   Household Appliances, sale and repair

   Jewelry Store

   Launderette (Laundromat)

   Meat Locker, storage and retail sales only

   Music Store

   Paint and Wallpaper Store

   Post Office Substation

   Photographic Studio

   Professional Cleaning Service excluding Dry Cleaners *[Ordinance 5395, 04/10/17]*

   Radio and Television Sales and Service

   Radio and Television Studios, provided that any towers or transmitting facilities are in accordance with Section 10-27-1(B)(4)

   Soda Fountain

   Shoe Repair Shops

   Sporting Goods

Tailor Shop

Tobacco/Vape Shops, subject to the requirements of subsection 7 below.

Theaters

Variety Store

~~Professional Cleaning Service excluding Dry Cleaners *[Ordinance 5395, 04/10/17]*~~

4. Any retail business or service establishment listed above that is also a limited alcohol sales use as defined herein, further subject to the following requirements:

   a. No alcohol sales use shall sell or dispense alcoholic beverages via a drive-through or walk-up window or any similar drive-up or drive-in system. Notwithstanding anything in Section 10-5-1(B) to the contrary, any alcohol sales use that made use of such a window or system before adoption of Ordinance 4976 on 11/23/2009 shall cease and desist from use of such a window or system, and shall comply with the requirements of this paragraph, no later than December 31, 2012.

   b. For the establishment of new alcohol sales use locations, fencing or other approved screening shall be constructed along the property line with any abutting protected use, unless determined by the City Planner or designee to be infeasible. *[Ordinance 4976, 11/23/09]*

   c. Except as set forth below, no establishment that is a limited alcohol sales use (off-premise consumption) shall exhibit on the exterior of the premises any image or verbiage that makes use of the words "alcohol," "beer," "wine," "liquor," or any variant or synonym of any such word, or any type of such beverage, or that indicates or suggests that such beverages may be purchased in or upon the premises, except that banner, portable and temporary signs shall be allowed if conforming to the requirements of Section 10-26-1(C) and if not in violation of Iowa Code § 123.51. Notwithstanding anything in Section 10-5-1(B) to the contrary, any existing business that does not conform to the foregoing requirements shall conform no later than March 31, 2013. Standards for banner, portable, and temporary signs shall be effective immediately. The limitations of this paragraph shall not apply to a grocery store in which the retail floor space in the building equals or exceeds 15,000 square feet, or to a pharmacy. *[Ordinance 5465, 9/4/18]*

5. Business or professional office and similar uses not included in the above list supplying commodities or performing services primarily for residents of the neighborhood subject to the administrative review and approval of the Planning staff. If staff determines that the proposed use is not similar in nature, it shall be considered a proposed use not covered by title, as regulated in 10-5-1(R).

6. Specifically excluded as principal permitted uses under this subsection are delayed deposit service uses, pawnbroker uses, and freestanding commercial parking lots. *[Ordinance 5288, 06/15/15]*

7. Tobacco/Vape Shops, provided that such uses meet the following requirements:

   a. Purpose and Intent

   The City recognizes that tobacco and vape products have harmful effects on

people, particularly on vulnerable populations and youth. The City also recognizes that the schools in Waterloo have experienced significant problems with students using tobacco and vape products. The City of Waterloo has enacted these regulations to preserve and protect the health, safety, and general welfare of the community and the residents of the City.

b. General Regulations

Tobacco/Vape Shops are allowed in the "C-1" District and less restrictive district, given all the following conditions are met:

i. Are 250 feet away from any protected use as defined herein;

ii. Are 1,000 feet away from any elementary, middle, or high school (public, private, or parochial);

iii. Are 600 feet from any existing Tobacco/Vape Shop.

Distances are measured in a straight line from the closest points of the property lines in which the uses are located. Retail businesses that sell tobacco products or devices, cigarettes, alternative nicotine products, and/or vapor products, but do not meet the definition of a Tobacco/Vape Shop are not required to meet restrictions for a Tobacco/Vape Shop, except for signage restrictions below, and will otherwise be regulated as a general retail business.

c. Nonconforming Tobacco/Vape Shops

i. Any Tobacco/Vape Shop, as defined herein, that was legally established prior to the adoption of Ordinance ____ on _____ that does not meet the requirements of this section shall be considered legal non-conforming, and may continue to operate despite non-conformance unless any of the following conditions occur, and should any of the following conditions occur, then the non-conforming status shall cease, and any subsequent use shall comply with the requirements of this section:

(a) The tobacco permit is revoked per State or City Codes; or

(b) The tobacco permit lapses or is discontinued for a period of three (3) consecutive months or more; or

(c) The Tobacco/Vape Shop use is discontinued or abandoned for a period of three (3) consecutive months or more (except when government action impedes access to the premises).

ii. Legal non-conforming Tobacco/Vape Shops must also comply with other non-conformance requirements of this Ordinance.

d. Signage

i. Flashing, strobing, moving, or animated signs such as LED, neon, or lighted signs that flash, strobe, move or simulate movement are prohibited for any use that holds a tobacco or device permit.

ii. Signage and advertising may cover no more than twenty five (25) percent of the Tobacco/Vape Shop store windows on any wall of said store. This

provision applies to Tobacco/Vape Shops only.

iii. No retail business that sells tobacco products or devices, cigarettes, alternative nicotine products, and/or vapor products, but does not meet the definition of a Tobacco/Vape Shop shall exhibit on the exterior of the premises any image or verbiage that makes use of the words "tobacco," "vape," "cigarettes," "cigars," "nicotine," or any variant or synonym of any such word, or any type of such product, or that indicates or suggests that such products may be purchased in or upon the premises. Notwithstanding anything in this section or Section 10-5-1(B) to the contrary, any existing business that does not conform to the foregoing requirements shall conform no later than July 1, 2028.

**B. Accessory Uses:**

1. The following accessory uses are permitted in a "C-1" District.

   a. Accessory uses permitted in the "R-4" District

   b. Storage of merchandise incidental to the principal use may be stored in the principal building on the lot in question, but not to exceed forty (40) percent of the floor area for said principal building.

**C. Height Regulations.**

No building shall exceed three (3) stories or forty-five (45) feet in height at the required front, side and rear yard lines, except two (2) feet may be added to the height permitted at said yard lines for each one (1) foot that the building or portion thereof is set back from the required yard lines and except as further provided in Section 10-27-1. *[Ordinance 4709, 8/9/04]*

### *10-14-2 BULK REGULATIONS.*

*[Ordinance 3192, 2/22/82]*
*[Ordinance 4592, 1/6/03]*

The following minimum requirements shall be observed subject to the modified requirements contained in Section 10-27-1:

**"C-1" NEIGHBORHOOD COMMERCIAL DISTRICT**

| USE | MINIMUM LOT AREA | MINIMUM LOT WIDTH | MINIMUM LOT AREA PER FAMILY | MINIMUM FRONT YARD (1) | MINIMUM SIDE YARD | MINIMUM REAR YARD (2) (3) | MAXIMUM LOT COVERAGE |
|---|---|---|---|---|---|---|---|
| Residential Uses | SAME AS SPECIFIED IN THE "R-4" DISTRICT | | | | | | |
| Other Permitted Uses | No Minimum | No Minimum | No Minimum | 20 ft. (4) | Same as "R-4" District | 35 ft. | No Maximum |

(1) The front yard depth of any lot abutting on a "Major Street" shall be measured from the proposed right-of-way lines as shown on the Official Major Street Plan. *[Ordinance 3908, 12/21/92]*

(2) The rear yard setback is required except where an existing principal building on an abutting lot is closer to the rear lot line. In these instances the minimum rear yard setback will be the same as the nearest rear yard depth that was legally established. This provision applies to lots abutting the side yards that are not developed as a reverse frontage lot.

(3) For every additional foot the front yard depth is increased over the required setback, the rear yard depth may be decreased in direct proportion thereto, but in no case shall the rear yard be less than ten (10) feet.

(4) The front yard setback is required except any commercial use may be built to the nearest front yard depth (from the street right-of-way to the structure) of a structure that was legally established. This setback would apply to all structures on the same side of the street between two (2) intersecting streets. On corner lots, this may include buildings addressed and/or having their front yard setback facing a different street. *[Ordinance 5288, 06/15/15]*

24. Restaurant: Fast Food Type and Standard Type, and drive-in eating establishments, provided that any such use that meets the definition of an Alcohol Sales Use shall meet the requirements for a limited alcohol sales use (on-premise consumption).

25. Delayed deposit service uses, provided that such uses meet the following requirements:

    a. The use is licensed as a delayed deposit services business by the State of Iowa.

    b. No delayed deposit service use shall be located within 600 feet from any of the following, as measured in a straight line from the closest point of the property line in which a delayed deposit service use is located to the closest point of the property line of such other use or area: protected uses, pawnbroker uses, other delayed deposit service uses, adult uses, or non-limited alcohol sales uses.

    c. No delayed deposit service use shall offer or provide delayed deposit services via a drive-through or walk-up window or any similar drive-up or drive-in system.

26. Pawnbroker uses

27. Freestanding Commercial Parking Lots, upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission. *[Ordinance 5288, 06/15/15]*

~~28. Fireworks Sales, when located within a principal building and not an accessory structure, and when said fireworks sales are accessory and customarily incidental to an existing principal retail sales use. *[Ordinance 5484, 2/18/19]*~~

~~29~~28. Other similar service and retail businesses not included in the above list subject to the administrative review and approval of the Planning staff. If staff determines that the proposed use is not similar in nature, it shall be considered a proposed use not covered by title, as regulated in 10-5-1(R).

**B. Accessory Uses:**

1. Accessory uses permitted in the "C-1" District.

2. Accessory uses and structures customarily incidental to any permitted principal uses.

### *10-15-2 BULK REGULATIONS.*

*[Ordinance 3050, 10/1/79]*
*[Ordinance 3192, 2/22/82]*
*[Ordinance 4592, 1/6/03]*

The following minimum requirements shall be observed, subject to the modified requirements contained in Section 10-27-1:

**"B-P" BUSINESS PARK DISTRICT**

| USE | LOT AREA | LOT WIDTH | FRONT YARD DEPTHS | LEAST WIDTH ON ANY ONE SIDE | REAR YARD DEPTHS | MAXIMUM HEIGHT & LOT COVERAGE |
|---|---|---|---|---|---|---|
| Professional Office Uses<br>Commercial/ Service Uses<br>Light Industrial Uses | No minimum | No Minimum | 25' (1) | 5' except where outside storage would be a possibility, in which a 25' setback (2) | 25' (3) | No maximum, subject to site plan approval |

(1) The front yard depth may be modified to meet the front yard depth of existing structures abutting the property. Said front yard depth shall be measured from the property line of said lot.

(2) The Business Park District, similar to a Planned Residence District, may incorporate zero lot line development, subject to site plan approval, including where buildings would be connected to consider separate parcels as one development site.

(3) For every additional foot the front yard depth is increased over the minimum setback, the rear yard depth may be decreased in direct proportion thereto, but in the rear yard depth shall not be less than ten (10) feet, unless abutting a railroad spur in which case the setback may be reduced to a zero lot line setback.

# CHAPTER 18
# "C-3" CENTRAL BUSINESS DISTRICT

*[Ordinance 3192, 2/22/82]*

## *10-18-1 REGULATIONS.*

The regulations set forth in this Chapter, and contained in Chapter 5 shall apply in the "C-3" Central Business District. The "C-3" Central Business District is designed and intended to accommodate the variety of retail stores, services and related activities which often occupy the area within the Central Business District. "C-3" zoning only shall apply to the existing Central Business District or areas contiguous to the Central Business District. Any outside storage of materials, equipment or product shall be limited and clearly incidental and accessory to the Principal Permitted Use, and shall not include the outside storage of junk or salvage material or similar debris. Outside storage of materials or equipment shall not be permitted in a front yard. This provision shall not restrict the outside storage of licensed and operable vehicles, or unlicensed operable vehicles for sale, that are accessory and clearly incidental to the Principal Permitted Use, and shall not restrict outside display areas when such display areas display items that can be legally sold by a commercial business on the property and when the display area does not exceed an area equal to the area occupied by the building(s) on a property.

**A. Principal Permitted Uses:**

1. Any use permitted in the "C-2" District, other than delayed deposit service uses.
2. Alcohol Sales Uses, provided that no alcohol sales use shall sell or dispense alcoholic beverages via a drive-through or walk-up window or any similar drive-up or drive-in system. Notwithstanding anything in Section 10-5-1(B) to the contrary, any limited alcohol sales use that made use of such a window or system before adoption of Ordinance 4976 on 11/23/2009 shall cease and desist from use of such a window or system, and shall comply with the requirements of this paragraph, no later than December 31, 2012. *[Ordinance 4976, 11/23/09]*
3. ~~Automobile Body or Fender Repair Shop. Vehicles not in running condition, not DOT operational and not licensed, machinery, salvage, or used~~

~~parts shall be located in an enclosed building.~~

~~4.~~3. Exterminator Sales

~~5.~~4. Manufacturing or Treatment of Products clearly incidental to the conduct of a retail business conducted on the premises

~~6.~~5. Printing and/or Publishing Houses

~~7.~~6. Tire Shop, including vulcanizing and retreading

~~8.~~7. Transportation Passenger Terminals

**B. Accessory Uses:**

1. Accessory uses permitted in the "C-2" District.
2. Accessory uses and structures customarily incidental to any permitted principal uses. *[Ordinance 4724, 9/20/04]*

### *10-18-2 BULK REGULATIONS.*

*[Ordinance 3192, 2/22/82]*
*[Ordinance 4592, 1/6/03]*

The following minimum requirements shall be observed, subject to the modified requirements contained in Section 10-27-1:

**"C-3" CENTRAL BUSINESS DISTRICT**

| USE | MINIMUM LOT AREA | MINIMUM LOT WIDTH | MINIMUM LOT AREA PER FAMILY | MINIMUM FRONT YARD (1) | MINIMUM SIDE YARD | MINIMUM REAR YARD | MAXIMUM HEIGHT |
|---|---|---|---|---|---|---|---|
| Residential Uses | No Minimum | No Minimum | No Minimum | No Minimum | No Minimum | No Minimum | (2) |
| Mobile Home Parks | 2 acres | 100 feet | 1,250 sq. ft. | SAME AS SPECIFIED IN THE "R-4" RESIDENCE DISTRICT | | | (2) |
| Motels/ Hotels | No Minimum | 150 feet | No Minimum | 20 ft. | 10 ft. | 20 ft. | (2) |
| Other Permitted Uses | No Minimum | No Minimum | No Minimum | (3) | (4) | No Minimum | (2) |

(1) The front yard depth of any lot abutting on a "Major Street" shall be measured from the proposed right-of-way line as shown on the Official Major Street Plan.

(2) No building hereafter erected or structurally altered shall exceed a height of eight (8) stories or one hundred (100) feet, but above the height permitted three (3) feet may be added to the height of the building for each one (1) foot that the building or portion thereof is setback from all sides of the lot. This requirement may be waived upon recommendation and approval by the City Council, after review by the Commission.

(3) None required unless fronting on the proposed right-of-way of a thoroughfare shown on the Official Street Plan, in which case the building setback line shall be the proposed right-of-way line.

(4) None except adjacent to an "R" District in which case not less than fifteen (15) feet.

# CHAPTER 19
# "M-1" LIGHT INDUSTRIAL DISTRICT

*[Ordinance 3212, 5/24/82]*

### *10-19-1 REGULATIONS.*

The regulations set forth in this Chapter and contained in Chapter 5 shall apply in the "M-1" Light Industrial District.

The "M-1" District is intended to provide for areas of the community which are suitable for industrial development adjacent to Commercial Districts. Any outside storage of ma-

terials, equipment or product shall be accessory to the Principal Permitted Use and shall not include the outside storage of junk or salvage material or similar debris except in an approved recycling yard (salvage yard) and except for inoperable vehicles being restored to running condition as part of an automobile repair shop. Any outside storage shall be effectively screened on each side facing a Residential or Commercial District and on each side facing a public street by a solid fence, wall or densely planted compact hedge not less than six (6) feet or more than eight (8) feet in height.

**A. Principal Permitted Uses:**

1. Any use permitted in the "C-3" District, except that alcohol sales uses shall meet the regulations of the "C-2" Commercial District *[Ordinance 4976, 11/23/09]* and except that no occupancy permit shall be issued for any school, hospital, clinic, or other institution for human care (excluding child daycare facilities) *[Ordinance 5648, 6/20/22]*, or new dwelling or residence except where physically attached and a part of another permitted use. This restriction shall apply to new dwellings or residences only, and shall not prohibit the rehabilitation, reconstruction, or rebuilding of dwellings or residences in industrial districts that were legally built prior to adoption of Ordinance 2479, adopted 02/03/69. Furthermore, any such legally established dwelling or residence may be rebuilt, if damaged or destroyed, on the same lot as legally established, provided that all other rules and regulations of this Ordinance are met. For the purposes of this Ordinance, any such legally established dwelling or residence is not considered a non-conforming use as defined herein, but is considered a legal use as described in this paragraph. However, such rebuilding must occur within two (2) years of the removal of the original structure or within two (2) years of removal of a legal replacement structure. *[Ordinance 3486, 6/15/87] [Ordinance 4614, 5/5/03]*
2. Automobile assembly
3. Bag, carpet and rug cleaning; provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.
4. Bakeries, other than those whose products are sold at retail only on the premises.
5. Welding or other metal working shops, excluding shops with drop hammers and the like.
6. Contractor's equipment storage yard or plant or rental of equipment commonly used by contractors, storage and sale of livestock, feed and/or fuel, provided dust is effectively controlled and storage yards for vehicles of a delivery or drying service.
7. Carting, express, hauling or storage yards.
8. Circus, carnivals or similar transient enterprises; provided such structures or buildings shall be at least two hundred (200) feet from any "R" District.
9. Coal, coke or wood yard.
10. Concrete mixing, concrete products manufacture.
11. Copper works.
12. Creamery, bottling works, ice cream manufacturing (wholesale), ice manufacturing and cold storage plant.
13. Enameling, lacquering or japanning.
14. Foundry casting light weight nonferrous metals or electric foundry not causing noxious fumes or odors.

15. Flammable liquids, underground storage only, not to exceed twenty-five thousand (25,000) gallons, if located not less than two hundred (200) feet from any "R" District.
16. Laboratories - experimental, film or testing.
17. Stable, public or private, riding academy or club.
18. Machine shop.
19. Manufacture of musical instruments and novelties.
20. Manufacture or assembly of electrical appliances, instruments and devices.
21. Manufacture of pottery or other similar ceramic products, using only previously pulverized clay and kilns.
22. Manufacture and repair of electric signs, advertising structures, sheet metal products, including heating and ventilating equipment.
23. Milk distributing station other than a retail business conducted on the premises.
24. Mini-storage development. *[Ordinance 4683, 4/12/04]*
25. Sawmill, planing mill, including manufacture of wood products not involving chemical treatment.
26. The manufacturing, compounding, processing, packaging, treatment, or storage of cosmetics, pharmaceutical, and food products, but not including slaughter houses, stock yards, or other facilities processing or handling live animals, and not including the rendering or refining of fats and oils. *[Ordinance 5648, 6/20/22]*
27. The manufacture, compounding, assembling or treatment of articles or merchandise from previously prepared materials such as bone, cloth, cork, fiber, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.
28. Automobile Body or Fender Repair Shop. Vehicles not in running condition, not DOT operational and not being actively restored to running condition as well as machinery, salvage, or used parts shall be located in an enclosed building.
29. Wholesale Lumber Yards or Building Material Sales Yards or Manufacturing Facilities.
30. Storage Warehouse or Business including mini-storage or storage rental.
31. Wholesale Warehouse or Business, cross-docking warehouse, or shipping terminal. *[Ordinance 5648, 6/20/22]*
32. Recycling, Junk or Salvage Yards upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission and in compliance with the requirements of 10-27-1(H)(8). Any new yard established after the effective date of adoption of this Ordinance shall have a minimum fenced yard area of five (5) acres. This provision shall not restrict the expansion of an existing yard that is less than five (5) acres.
33. Sales Auction including automotive, farm implement, livestock, furniture/appliances, and similar uses.
34. Delayed deposit services uses.
35. ~~Fireworks Sales, provided that any such structure or building used for fireworks sales shall be at least two hundred (200) feet from any "R" District, and provided that any temporary structure used for fireworks sales (tent, trailer, cargo container, etc.) shall be set back at least twenty-five~~

~~(25) feet from any property line. [Ordinance [Ordinance 5484, 2/18/19]~~

**B. Accessory Uses:**

1. Any accessory uses permitted in the "C-3" Commercial District.
2. Any accessory uses customarily accessory and incidental to a permitted principal use.

### *10-19-2 REQUIRED CONDITIONS.*

No use shall be permitted to be established or maintained which by reason of its nature or manner of operation is or may become hazardous, noxious or offensive owing to the emission of odor, dust, smoke, cinders, gas, fumes, noise, vibrations, refuse matter or water-carried waste.

### *10-19-3 BULK REGULATIONS.*

*[Ordinance 3908, 12/21/92]*
*[Ordinance 4592, 1/6/03]*

The following minimum requirements shall be observed, subject to modified requirements contained in Section 10-27-1:

**"M-1" LIGHT INDUSTRIAL DISTRICT**

| USE | MINIMUM LOT AREA | MINIMUM LOT WIDTH | MINIMUM LOT AREA PER FAMILY | MINIMUM FRONT YARD (1) (4) | MINIMUM SIDE YARD | MINIMUM REAR YARD (2,3,4) | MAXIMUM HEIGHT AND LOT COVERAGE |
|---|---|---|---|---|---|---|---|
| Residential Uses | SAME AS SPECIFIED IN THE "R-4" DISTRICT | | | | | | |
| Motels/ Hotels | No Minimum | 150 feet | No Minimum | 20 feet | 10 feet | 20 feet | No building shall exceed four (4) stories or forty-eight (48) feet in height (6) |
| Other Permitted Uses | No Minimum | | | 25 feet | Same as "R-4" except abutting to any "R" district in which case not less than 25 feet *[Ord. 3908, [12/21/92]* | 25 feet | |

(1) The front yard depth of any lot abutting on a "Major Street" shall be measured from the proposed right-of-way line as shown on the Official Major Street Plan.

(2) For every additional foot the front yard depth is increased over the required setback, the rear yard may be decreased in direct proportion thereto, but in no case shall the rear yard be less than ten (10) feet; unless the rear yard adjoins a railroad siding, in which case a loading dock may abut the rear lot line. In addition, if any portion of this rear yard area is used for an enclosed off-street loading space, the area above such an enclosure may be used for building purposes. This regulation shall not apply if the lot in question is adjacent to an "R" District.

(3) On parcels of land in this district which abut the flood control dikes established as part of the U.S. Army Corps of Engineers Flood Control Project, the minimum rear yard shall be sixteen (16) feet.

(4) The front yard setback is required except that any commercial or industrial use may be built to the nearest front yard depth (from the street right-of-way to the structure) of a structure that was legally established. This setback would apply to all structures on the same side of the street between two (2) intersecting streets. On corner lots this may include buildings addressed and/or having their front yard setback facing a different street. *[Ordinance 4537, 2/4/02] [Ordinance 5288, 06/15/15]*

(5) The rear yard setback is required except where an existing principal building is closer to the rear lot line. In these instances the minimum rear yard setback will be the same as the nearest rear yard depth that was legally established prior to this Ordinance. This provision applies to lots abutting the side yards that are not developed as a reverse frontage lot.

(6) For every additional foot all yard lines are increased over the required setback, the building height may be increased by two (2) feet, including allowing additional stories, except as further provided in Section 10-27-1.

provisions of this subsection 15 shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In the case of conflict, the most restrictive provisions shall govern, except as otherwise expressly provided in this subsection.

16. Religious facilities.

17. Non-profit institutions of a philanthropic or educational nature, including libraries but excluding philanthropic professional offices in the "R-4" Multiple Residence District or less restrictive district. Also private clubs, fraternities, sororities and lodges.

18. Commercial mining and extraction of minerals or raw material, including sand or gravel pits or borrow sites.

19. Mini-storage or storage rental development when in a "C-2" District.

20. Towers including wireless communications and wind generation devices, except as provided in Sections 10-27-1(B)(4), 10-27-1(D), and 10-27-1(T).

21. Kennels.

22. Public utility structures and equipment necessary for the operation thereof except as provided in Section 10-27-1(S).

23. Contractor Businesses when including equipment yards and when located in a "C-2" or "C-3" District.

24. Off-Premise Advertising Signs and Billboards, when exceeding 300 square feet.

~~25. Farm animals, livestock and specialized animal farms, excluding horses and in other than an "A-1" District. Due to the incompatibility of farm animals and livestock with urban development, large scale animal operations, including animal confinement operations, shall be prohibited unless the Board of Adjustment shall find that a proposed operation would be consistent and compatible with existing and future surrounding land uses. Future land uses shall be reviewed based on the designation of property on the Future Land Use Map, a component of the City of Waterloo Comprehensive Plan.~~

~~26. Urban Animal Hobby Farms (UAHF) except as provided for in Section 10-27-1 (U), when the applicant can demonstrate that such a use will not constitute a nuisance on adjoining property. Other criteria to determine if a Special Permit shall be granted shall include, but not be limited to: size of lot in relation to the size and number of proposed animals, size of pen(s) in relation to the size and number of proposed animals, proximity of surrounding development, in particular residential development, and the proposed waste disposal plan. Failure of a UAHF to comply with the requirements for a UAHF or any requirements or conditions placed on the Special Permit approval for a Hobby Farm shall be subject to review by the Board of Adjustment to determine if the Special Permit shall be revoked. Any such property with farm animals existing at the time of enactment of this Ordinance shall apply for Special Permit approval (if required) for a UAHF or remove said farm animals prior to January 1, 2018. *[Ordinance 5417, 8/28/17]*~~

~~27.~~25. Alterations and conversions of single family dwellings or duplexes into two family dwellings or multiple family dwellings in accordance with the lot area, frontage and yard requirements as set forth in the Bulk Regula-

tions of the district in which it is located. *[Ordinance 5288, 06/15/15]*

~~28.~~26. Freestanding commercial parking lots. *[Ordinance 5288, 06/15/15]*

~~29.~~27. Home occupations operated from an accessory building (attached or detached). *[Ordinance 5648, 6/20/22]*

~~30.~~28. Utility scale solar farms of 750 kilowatt or larger. *[Ordinance 5648, 6/20/22]*

Before issuance of any Special Permit for any of the above buildings or uses, the Board of Adjustment *[Ordinance 3614, 1/9/89]* shall refer the proposed application to the Commission, which shall be given forty-five (45) days in which to make a recommendation regarding the effect of such proposed building or use upon the character of the neighborhood, traffic conditions, public utility facilities and other matters pertaining to the general welfare. No action shall be taken upon any application for a proposed building or use above referred to until and unless the Commission has made recommendation. *[Ordinance 3918, 1/11/93][Ordinance 5648, 6/20/22]* The provisions of 10-28-4 (Special Permit, Appeals, and Variances) shall also apply.

Minor changes that do not substantially alter the character of any Special Permit may be administratively reviewed and approved by the Planning staff. If staff determines that the magnitude of such a change is insignificant in nature, staff may approve the change without a review before the Commission and public hearing by the Board of Adjustment. *[Ordinance 3918, 1/11/93]*

Examples of minor changes include, but are not limited to the following: the location, construction, replacement or change in type of signage, minor change in building locations, or change in the locations of access, driveways, or parking areas, and may be carried out through the administrative review and approval of the Planning staff.

Minor changes may include additions to an existing building which do not increase the existing floor area by more than fifty (50) percent of the floor area of the building proposed to be added on to, or new buildings with a floor area not exceeding ten (10) percent of the floor area of all existing or approved principal buildings. A change from one Special Permit use to another is not a minor change and shall require Board of Adjustment approval as though it were a new request. *[Ordinance 3918, 1/11/93]* If staff determines that the magnitude of any such change is significant in nature or could become significant in nature, the change shall be deemed major and the change shall require approval as though it were a new request. In determining if a change is significant in nature the Planning staff shall consider, among other things, the overall design of the proposed change and it's compatibility to the existing development and surrounding development, as well as impact on the neighborhood due to changes in parking, traffic, etc. or changes in visibility or aesthetics from the public roads or adjoining properties caused by the proposed change.

**I. Urban Renewal Plans.**

Where the regulations with respect to lot area frontage and yard requirements established by Official Urban Renewal Plans adopted prior to the date of adoption of any zoning ordinance or amendment thereto conflict with the regulations of such ordinance or amendment, the regulations contained in the Official Urban Renewal Plan shall apply.

**J. Appeal of Minimum Lot Width.**

Any lot which does not meet the minimum lot width or other bulk requirements of the zoning district may appeal said requirements to the Board of Adjustment, where suf-

City Council may, after a public meeting at which the operator or owner shall be given opportunity to be heard and present evidence, including a plan to come into compliance, (1) order either remedial action within a specified timeframe, or (2) order revocation of the permit and require the removal of the wind energy facility within three (3) months. For large wind energy facilities not removed within the specified time period, the City of Waterloo shall have the right to use the irrevocable letter of credit, bond, or cash escrow to cover the costs associated with removal of the large wind energy facility.

c. Any wind energy facility that does not meet the requirements of this Ordinance, including, but not limited to those dealing with noise, height, setback, or visual appearance, or does not meet any conditions attached to approval of the wind energy facility, shall be deemed an unlawful structure and shall provide grounds for the revocation of the permit.

**U. Urban Animal Hobby Farm (UAHF).**

*[Ordinance 5417, 8/28/17]*

1. ~~The~~ After _____, the effective date of Ordinance _____, no new UAHF ~~regulations of this Section shall in all cases govern~~shall be allowed, and all existing UAHFs shall be a non-conforming use. ~~s~~Specialized animal farms and the keeping of farm animals and livestock, excluding horses, ~~except when~~shall only be allowed on a farm of at least 35 acres as provided herein or in an "A-1" Agricultural District as provided herein. Notwithstanding anything in Section 10-5-1(B) to the contrary, any existing uses that include farm animals, livestock or specialized animal farms that are not in the "A-1" District or on a farm of at least 35 acres ~~do not~~were required conform to the UAHF regulations ~~shall conform no later than~~by January 1, 2018. Any such property with farm animals, excluding horses, that did not or does not comply with the UAHF regulations shall not be deemed a legal non-conforming use, and would be an illegal use in violation of this Ordinance.

~~2. A UAHF shall be allowed within Waterloo City limits on lots or parcels of land as an accessory use to a principal dwelling when the following requirements are met:~~

~~a. Minimum fenced (confined) area of 40,000 square feet or more for large and intermediate sized animals such as cows, calves, sheep, goats, llamas, emus, ostrich, peacock and similar animals, excluding swine (including pot belly pigs), camels and exotic animals as determined in the reasonable discretion of the City Planner or designee.~~

~~b. Minimum fence (confined) area of 10,000 square feet or more for small sized animals such as rabbits, mink, ferrets, chinchilla, chicken, goose, pigeon, pheasant, quail, duck and similar animals, excluding rooster, guinea, falcon, and exotic animals as determined in the reasonable discretion of the City Planner or designee.~~

~~c. The UAHF owner resides on the property.~~

~~d. Containing shelters for animals. Lean-tos, tarps, car ports and similar structures are prohibited.~~

Fowl must be kept in an enclosure or fenced area at all times and secured within a henhouse or "fowl-tractor" type enclosure during non-daylight hours.

e. Shelters must be roofed, predator-resistant, ventilated, and easy to access, clean and properly maintained, with water and food accessible at all times.

f. Multiple-unit lots or parcels of land in common ownership must have approval for UAHF from all occupants.

g. Density of a UAHF for large or intermediate sized animals, as defined in subparagraph 2.a. above, is set at 2 animals for the first 40,000 square feet and 1 additional animal for each additional 20,000 square feet. A combination of large or intermediate sized animals and small animals is allowed, as long as it does not exceed the total density allowed.

h. Density of a UAHF for small sized animals, as defined in subparagraph 2.b. above, is set at 2 animals for the first 10,000 square feet and 1 additional animal for each additional 2,500 square feet up to a maximum of 8. A combination of large or intermediate sized animals and small animals is allowed, as long as it does not exceed the total density allowed.

i. The density of a UAHF is based on the square footage within the animals' confined (fenced) area minus the square footage of any structures within that same area that are not devoted to the animals.

j. The confined area must be fenced with approved material for a residential fence per the residential fence regulations and in such a way as to prohibit escape and be properly maintained.

k. There shall be a 10-foot setback of the fenced (confined) area from neighboring property lines for a UAHF containing any large or intermediate sized animals, and said fenced (confined) area for all UAHF's shall not be located in a front yard as defined herein.

3. All enclosures and fenced (confined) areas must be kept in a clean, dry, odor-free, neat and sanitary conditions at all times, free of insects and rodents, and all animal excrement shall be properly disposed of and not allowed to accumulate. All animals shall have clean bedding. Odors from animals, animal manure or other animal related substances shall not be perceptible beyond the boundaries of the UAHF property. All stored manure shall be covered by a fully enclosed structure with a roof or lid, and no more than four (4) cubic feet of manure shall be stored on the UAHF property. All other manure not used for composting or fertilizing shall be removed.

4. Animals born in a UAHF are allowed to remain until 12 weeks old at which time they must be removed unless density limits allow them to remain.

5. No UAHF shall be operated so that crowing, cackling, gobbling, bleating or other animal or fowl noises, etc., occur at a level that creates a nuisance for adjacent properties.

6. The Board of Adjustment shall have the authority to grant exceptions to

~~the requirements of this Subsection U. Such request will require submittal of a variance application, but the Board is not required to apply all standards for issuance of a variance when considering a variance request for a UAHF, except for requests involving regulation under Chapter 22, Floodway and Flood Plain Districts.~~

~~7.~~2. Beekeeping shall be allowed within the Waterloo City limits on lots or parcels of land ~~as an accessory use to a principal dwelling~~ when the following requirements are met:

a. Minimum lot size of 20,000 square feet.

b. The beekeeper resides on the property, except that there shall not be a residency requirement if the property is at least 2 acres in size.

c. Density shall be set at two hives (with only one swarm per hive) for every 20,000 square feet of total lot size. No more than 6 hives shall be permitted on a lot, unless the lot is more than 35 acres and primarily used for agricultural purposes.

d. Hives shall not be located within 25 feet of any lot line, shall not exceed 20 cubic feet in volume, and a constant supply of water shall be provided for all hives to prevent bees from congregating at other sources of water on nearby properties. The water shall be maintained so as not to become stagnant.

e. Queens: In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation, or exhibits an unusual disposition towards swarming outside the hive, it shall be the duty of the beekeeper to re-queen the colony. Queens shall be selected from stock bred for gentleness and nonswarming characteristics.

~~8. All UAHF's, excluding beekeeping, shall be required to be approved by Special Permit by the Board of Adjustment after recommendation of the Commission, except when the UAHF owner submits to the Planning Department a consent petition which indicates approval of the UAHF signed by 100 percent of the abutting property owners to the UAHF property, and signed by 60 percent of the property owners within 250 radial feet of the UAHF property. Planning Staff shall have the authority to determine if a petition meets these requirements.~~

~~9. Butchering: No butchering of any UAHF animals shall be allowed except within a fully enclosed building.~~

# CHAPTER 28
# BOARD OF ADJUSTMENT

### *10-28-1 APPOINTMENT – MEMBERSHIP.*

A Board of Adjustment is hereby established which shall consist of five (5) members each appointed to a term of five (5) years. Members shall be removable for cause by the appointing authority by written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. *[Ordinance 4074, 2/20/95] [Ordinance 4080, 3/13/95]*

### *10-28-2 RULES – MEETINGS – GENERAL PROCEDURE.*

The Board shall adopt rules in accordance with the provisions of this Ordinance. Meetings of the Board shall be held at the call of

Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING ORDINANCE NO. 5079, AS AMENDED, THE CITY OF WATERLOO ZONING ORDINANCE ADOPTED OCTOBER 17, 2011, BY:

INSERTING NEW DEFINITIONS OF "TOBACCO/VAPE SHOP", AND "VAPE SHOP", TO BE PLACED IN THEIR PROPER ALPHABETICAL ORDER WITH OTHER DEFINITIONS ALREADY CONTAINED IN SECTION 10-3-1, DEFINITIONS, OF CHAPTER 3, DEFINITIONS, AND

REPEALING THE DEFINITIONS OF "CHILD DAY CARE CENTER", "DAY CARE", "DWELLING UNITS", "FEED LOT", "PROTECTED USES", AND "URBAN ANIMAL HOBBY FARM (UAHF)" OF SECTION 10-3-1, DEFINITIONS, OF CHAPTER 3, DEFINITIONS; AND ENACTING IN LIEU THEREOF NEW DEFINITIONS OF "CHILD DAY CARE CENTER", "DAY CARE", "DWELLING UNITS", "FEED LOT", "PROTECTED USES", AND "URBAN ANIMAL HOBBY FARM (UAHF)" OF SAID SECTION 10-3-1, AND

REPEALING SUBSECTION 1, RESIDENTIAL ACCESSORY STRUCTURES, OF SUBSECTION E, ACCESSORY STRUCTURES, OF SECTION 10-5-1, GENERAL REGULATIONS, OF CHAPTER 5, GENERAL REGULATIONS; AND ENACTING IN LIEU THEREOF A NEW SUBSECTION 1 OF SAID SUBSECTION E, AND

REPEALING SUBSECTION 1 OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-6-1, REGULATIONS, OF CHAPTER 6, "A-1" AGRICULTURAL DISTRICT; AND ENACTING IN LIEU THEREOF A NEW SUBSECTION 1 OF SAID SUBSECTION A, AND

REPEALING SUBSECTION 2 OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-7-2, REGULATIONS, OF CHAPTER 7, "R-R" RURAL RESIDENCE DISTRICT; AND ENACTING IN LIEU THEREOF A NEW SUBSECTION 2 OF SAID SUBSECTION A, AND

REPEALING SUBSECTION 5 OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-8-1, REGULATIONS, OF CHAPTER 8, "R-1" ONE AND TWO FAMILY RESIDENCE DISTRICT; AND ENACTING IN LIEU THEREOF A NEW SUBSECTION 5 OF SAID SUBSECTION A, AND

REPEALING SUBSECTION 3 OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-14-1, REGULATIONS, OF CHAPTER 14, "C-1" NEIGHBORHOOD COMMERCIAL DISTRICT; AND ENACTING IN LIEU THEREOF A NEW SUBSECTION 3 OF SAID SUBSECTION A, AND

INSERTING A NEW SUBSECTION 7, TOBACCO/VAPE SHOPS, OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-14-1,

REGULATIONS, OF CHAPTER 14, "C-1" NEIGHBORHOOD COMMERCIAL DISTRICT, AND

REPEALING SUBSECTION 28, FIREWORKS SALES, OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-15-1, REGULATIONS, OF CHAPTER 15, "C-2" COMMERCIAL DISTRICT; AND RENUMBER THE SUBSEQUENT SUBSECTION OF SAID SUBSECTION A, AND

REPEALING SUBSECTION 3, AUTOMOBILE BODY OR FENDER REPAIR SHOP, OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-18-1, REGULATIONS, OF CHAPTER 18, "C-3" CENTRAL BUSINESS DISTRICT; AND RENUMBER THE SUBSEQUENT SUBSECTIONS OF SAID SUBSECTION A, AND

REPEALING SUBSECTION 35, FIREWORKS SALES, OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-19-1, REGULATIONS, OF CHAPTER 19, "M-1" LIGHT INDUSTRIAL DISTRICT, AND

REPEALING SUBSECTIONS 25, FARM ANIMALS, LIVESTOCK AND SPECIALIZED ANIMAL FARMS, 26, URBAN ANIMAL HOBBY FARMS (UAHF), OF SUBSECTION H, SPECIAL PERMIT REQUIRED, OF SECTION 10-27-1, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS, OF CHAPTER 27, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS; AND RENUMBER THE SUBSEQUENT SUBSECTIONS OF SAID SUBSECTION H, AND

REPEALING SUBSECTION U, URBAN ANIMAL HOBBY FARM (UAHF), OF SECTION 10-27-1, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS, OF CHAPTER 27, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS; AND ENACTING IN LIEU THEREOF A NEW SUBSECTION U, URBAN ANIMAL HOBBY FARM (UAHF), OF SAID SECTION 10-27-1.

BE IT ORDAINED by the City Council of the City of Waterloo that the City of Waterloo Zoning Ordinance No. 5079, as previously amended, is amended as set out herein, repealing those sections that are being replaced and setting forth the amendment or replacement sections, and further amending said Ordinance by adding amendments as set out herein. Said Ordinance, as amended hereby, shall apply to all lands lying within the corporate limits of the City of Waterloo, Black Hawk County, Iowa. This Ordinance shall be in full force and effect after its final passage and publication as provided by law.

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Section 10-3-1, Definitions, of Chapter 3, Definitions, is hereby amended to add the definitions of "Tobacco/Vape Shop", and "Vape Shop", to be placed in their proper alphabetical order with other definitions already contained in said Section 10-3-1, as follows:

***Tobacco/Vape Shop:*** A retail store in which twenty five (25) percent or more of the retail floor space owned or leased by the business is dedicated to the sale of any tobacco products or devices, cigarettes, alternative nicotine products, or vapor products, all as defined in Iowa Code Chapter 453A and 453E, as amended, pursuant to a tobacco permit or device permit.

***Vape Shop:*** See Tobacco/Vape Shop.

That the definitions of "Child Day Care Center", "Day Care", "Dwelling Units", "Feed Lot", "Protected Uses", and "Urban Animal Hobby Farm (UAHF)" in Section 10-3-1, Definitions, of Chapter 3, Definitions, are hereby repealed, with the definitions set forth below enacted in lieu thereof, as follows:

***Child Day Care Center:*** See Day Care.

***Day Care:*** Day Care, as used in this Ordinance, shall refer to a child care facility such as a Child Care Center, Preschool, Child Care Home, or Child Development Home, as defined by the Code of Iowa:

1. ***Family Day Care*** means a person or program which provides child day care from a dwelling unit as either a Child Care Home or Child Development Home, as defined by and as regulated by Iowa Code.
2. ***Group Day Care or Day Care Center*** means a Child Care Center or Preschool facility providing child day care for more than six (6) children, as defined by and as regulated by Iowa Code.

***Dwelling Units:*** A room or group of rooms which are arranged, designed or used as living quarters for the occupancy of one family containing bathroom and kitchen facilities.

***Feed Lot:*** Any parcel of land or premises on which the principal use is the concentrated feeding within a confined area of cattle, hogs, or sheep. After January 1, 2018 no new feed lot shall be established, and no existing feed lot shall be expanded in area. *[Ordinance 5417, 8/28/17]*

***Protected Uses:*** Protected uses include a building in which a majority of floor space is used for residential purposes; a property located within a residentially zoned district; a day care center where such day care center is a principal use; a preschool; an elementary, middle or high school (public, private or parochial); a house of worship; a mission; a public library; a museum or cultural arts center or facility; a public park; a publicly owned or operated recreation center or athletic facility; a privately operated recreational use; a civic/convention center; a community residential facility; a hospital; a dental, medical or mental health facility; a building or office operated by any governmental entity; a for profit or non-profit group or club or similar facility that works with children. However, this definition shall not apply if the protected use is a legal non-conforming use. Whether a given use is a protected use as defined herein shall be determined by the city planner in his reasonable discretion.

***Urban Animal Hobby Farm (UAHF):*** A small gathering of farm animals kept for commercial production and sale, family food or byproduct production, and/or educational or recreational purposes, but not as a primary source of income. Animals not allowed as part of a UAHF include swine (including pot belly pigs), camels, roosters, guinea, falcon, or any exotic animals as determined in the reasonable discretion of the City Planner or designee. After _____, the effective date of Ordinance _____, no new UAHF shall be allowed, and all existing UAHF's shall be a non-conforming use. Farm animals, excluding horses, shall only be allowed in the "A-1" District as provided herein, or on a farm of thirty-five (35) acres or more as provided herein. Horses shall not be regulated as part of a UAHF. *[Ordinance 5417, 8/28/17]*

That Subsection 1, Residential Accessory Structures, of Subsection E, Accessory Structures, of Section 10-5-1, General Regulations, of Chapter 5, General Regulations, is hereby repealed in its entirety; and that a new Subsection 1 of said Subsection E is hereby enacted in lieu thereof, as follows:

1. Residential Accessory Structures: Accessory structures, except stables, may be erected as a part of the principal building, or may be connected thereto by a breezeway or similar structure, provided all yard and building code requirements for a principal building are complied with. After July 1, 2015, no single family dwelling shall be constructed or moved onto a property without a minimum of a fourteen (14) foot wide by twenty (20) foot deep accessory structure enclosed on four (4) sides, attached or detached, being constructed and maintained, and no two-family dwelling shall be constructed or moved onto a property without said minimum accessory structure for each unit or a single accessory structure a minimum of a twenty-two (22) foot wide by twenty (20) foot deep. *[Ordinance 5288, 06/15/15]* Existing homes with accessory structures shall not alter the accessory structures in a manner that causes

them to have less than the minimum size required or increase existing non-conformance, unless ordered to be demolished as an unsafe structure by the Building Official or designee. *[Ordinance 5648, 6/20/22]* Accessory structures attached or connected to the principal building shall not exceed the square footage of the principle permitted use (not including decks or unenclosed porches, calculated based on the area of the base or "footprint" of the structure), however this provision shall not prohibit a five hundred seventy-six (576) square foot attached garage provided that all other requirements are met. Accessory structures that are not a part of the main building shall not exceed fifteen (15) feet in height with a less than two story Principal Permitted Use, and eighteen (18) feet in height for a two story or greater Principal Permitted Use. In conjunction with any one or two family residence, accessory structures that are not a part of the main building shall not occupy more than thirty (30) percent of the rear yard and shall not cover more than eight hundred fifty (850) square feet total. Said structures may exceed the eight hundred fifty (850) square feet total but shall not occupy more than six (6) percent of the lot on which said structures are located and in no case shall the total of said structures be larger than 1,800 square feet. Structures that are less than nine (9) square feet shall not be included in the accessory structure limit. Structures that are less than fifty (50) square feet but more than nine (9) square feet shall not be included in the accessory structure limit, however no one or two family residence shall have more than two (2) such structures excluded from the accessory structure limit. Accessory structures that are one hundred twenty (120) square feet or less and are eight feet in height or less shall not be required to meet setback requirements, however this provision shall not authorize accessory structures over any property line, platted building line, or easement. *[Ordinance 5288, 06/15/15]* Freestanding or attached metal-framed carports, or similar structures, shall be prohibited in conjunction to any residential use. *[Ordinance 3050, 10/1/79] [Ordinance 3102, 9/22/80] [Ordinance 3645, 5/8/89] [Ordinance 4656, 11/10/03] [Ordinance 4725, 09/20/04]* In conjunction with any multiple family residence (three or more dwelling units), accessory structures that are not a part of the main building shall not exceed a total size of more than five hundred seventy-six (576) square feet in area per dwelling unit.

That Subsection 1 of Subsection A, Principal Permitted Uses, of Section 10-6-1, Regulations, of Chapter 6, "A-1" Agricultural District, is hereby repealed in its entirety; and that a new Subsection 1 of said Subsection A is hereby enacted in lieu thereof, as follows:

1. Agriculture, farming and the usual agricultural buildings and structures, including specialized animal farms, provided that no structures shall be permitted unless accessory to another Principal Permitted Use or unless such structures are located on a farm as defined herein, and provided that farm animals, excluding horses, shall only be allowed when associated to a farm house or single-family home and where there exists a minimum lot size of ten (10) acres and an area devoted to such purposes of at least ten thousand (10,000) square feet per large and intermediate sized animal (cows, calves, sheet, goats, llamas, emus, ostrich, peacock and similar animals, excluding swine, camels and exotic animals as determined in the reasonable discretion of the City Planner or designee), and an area devoted to such purposes of at least five thousand (5,000) square feet per small sized animal (rabbits, mink, ferrets, chinchilla, chicken, goose, pigeon, pheasant, quail, duck and similar animals, excluding rooster, guinea, falcon, and exotic animals as determined in the reasonable discretion of the City Planner or designee). Any fenced confinement area (excluding pastures) for farm animals shall have a minimum 10-foot setback from all property lines. Due to the incompatibility of farm animals and livestock with urban development, large scale animal operations, including animal confinement operations, shall be prohibited unless the Board of Adjustment, through Special Permit application, shall find that a proposed operation would be consistent and compatible with existing and future surrounding land uses. *[Ordinance 5648, 6/20/22]* Also a single-family dwelling provided that the owner/occupant is actively engaged in the farming operation and is a member of the farm owner's immediate family. For the purpose of this Section, the immediate family shall be interpreted as father, mother, son, daughter, wife, husband, brother, sister, grandparent or grandchild. Only one (1) lot that is a minimum of three (3) acres for this purpose shall be separated from a farm and at least thirty-five (35)

acres shall remain after the transfer with the farm. *[Ordinance 4656, 11/10/03] [Ordinance 5417, 8/28/17]*.

That Subsection 2 of Subsection A, Principal Permitted Uses, of Section 10-7-2, Regulations, of Chapter 7, "R-R" Rural Residence District, is hereby repealed in its entirety; and that a new Subsection 2 of said Subsection A is hereby enacted in lieu thereof, as follows:

2. Farming and truck gardening, but not on a scale that would be obnoxious to adjacent areas because of noise or odors. Specialized animal farms and the keeping of farm animals and livestock, excluding horses, is prohibited, except when on a farm of over 35 acres and meeting the requirements of Section 10-6-1(A)(1). *[Ordinance 5417, 8/28/17]*

That Subsection 5 of Subsection A, Principal Permitted Uses, of Section 10-8-1, Regulations, of Chapter 8, "R-1" One and Two Family Residence District, is hereby repealed in its entirety; and that a new Subsection 5 of said Subsection A is hereby enacted in lieu thereof, as follows:

5. Farming and truck gardening, but not on a scale that would be obnoxious to adjacent areas because of noise or odors, and provided that no structures shall be permitted unless accessory to another Principal Permitted Use or unless such structures are located on a farm as defined herein. Specialized animal farms and the keeping of farm animals and livestock, excluding horses, is prohibited, except when on a farm of over 35 acres and meeting the requirements of Section 10-6-1(A)(1). *[Ordinance 5417, 8/28/17]*

That Subsection 3 of Subsection A, Principal Permitted Uses, of Section 10-14-1, Regulations, of Chapter 14, "C-1" Neighborhood Commercial District, is hereby repealed in its entirety; and that a new Subsection 3 of said Subsection A is hereby enacted in lieu thereof, as follows:

3. Any retail business or service establishment such as the following *[Ordinance 5484, 2/18/19]*:
   Animal Hospital or Veterinary Clinic, provided all phases of the business conducted upon the premises be within a building where noises and odors are not evident to adjacent properties
   Antique Shop
   Apparel Shop
   Bakery, retail only
   Barber Shop or Beauty Parlor
   Bicycle Shop
   Bookstore
   Candy Shops, retail only
   Car Wash
   Clothes Cleaning and Laundry Pickup Stations
   Coffee House
   Collection Office or Public Utility
   Commercial Parking Lots for passenger vehicles in accordance with the provisions of Section 10-25-2
   Convenience Store *[Ordinance 4976, 11/23/09]*
   Dairy Store, retail only
   Delicatessen and Sub Shop
   Dry Goods Store
   Drug Store
   Financial Institution
   Florist and Nursery Shop, retail only
   Fruit and Vegetable Market
   Furniture Store

Gasoline Stations
Gift Shop
Grocery Store
Hardware Store
Hobby Shop
Household Appliances, sale and repair
Jewelry Store
Launderette (Laundromat)
Meat Locker, storage and retail sales only
Music Store
Paint and Wallpaper Store
Post Office Substation
Photographic Studio
Professional Cleaning Service excluding Dry Cleaners *[Ordinance 5395, 04/10/17]*
Radio and Television Sales and Service
Radio and Television Studios, provided that any towers or transmitting facilities are in accordance with Section 10-27-1(B)(4)
Soda Fountain
Shoe Repair Shops
Sporting Goods
Tailor Shop
Tobacco/Vape Shops, subject to the requirements of subsection 7 below.
Theaters
Variety Store

That a new Subsection 7, Tobacco/Vape Shops, of Subsection A, Principal Permitted Uses, of Section 10-14-1, Regulations, of Chapter 14, "C-1" Neighborhood Commercial District, is hereby created, as follows:

7. Tobacco/Vape Shops, provided that such uses meet the following requirements:
   a. Purpose and Intent

   The City recognizes that tobacco and vape products have harmful effects on people, particularly on vulnerable populations and youth. The City also recognizes that the schools in Waterloo have experienced significant problems with students using tobacco and vape products. The City of Waterloo has enacted these regulations to preserve and protect the health, safety, and general welfare of the community and the residents of the City.

   b. General Regulations

   Tobacco/Vape Shops are allowed in the "C-1" District and less restrictive district, given all the following conditions are met:

      i. Are 250 feet away from any protected use as defined herein;
      ii. Are 1,000 feet away from any elementary, middle, or high school (public, private, or parochial);
      iii. Are 600 feet from any existing Tobacco/Vape Shop.

   Distances are measured in a straight line from the closest points of the property lines in which the uses are located. Retail businesses that sell tobacco products or devices, cigarettes, alternative nicotine products, and/or vapor products, but do not meet the definition of a Tobacco/Vape Shop are not required to meet restrictions for a Tobacco/Vape Shop, except for signage restrictions below, and will otherwise be regulated as a general retail business.

   c. Nonconforming Tobacco/Vape Shops

      i. Any Tobacco/Vape Shop, as defined herein, that was legally established prior to the adoption of Ordinance ____ on _____ that does not meet the requirements of this section shall be considered legal non-conforming, and may continue to operate despite non-conformance unless any of the following conditions occur, and should any of the following conditions occur, then the non-conforming status shall cease, and any subsequent use shall comply with the requirements of this section:
         (a) The tobacco permit is revoked per State or City Codes; or
         (b) The tobacco permit lapses or is discontinued for a period of three (3) consecutive months or more; or

(c) The Tobacco/Vape Shop use is discontinued or abandoned for a period of three (3) consecutive months or more (except when government action impedes access to the premises).

ii. Legal non-conforming Tobacco/Vape Shops must also comply with other non-conformance requirements of this Ordinance.

d. Signage

i. Flashing, strobing, moving, or animated signs such as LED, neon, or lighted signs that flash, strobe, move or simulate movement are prohibited for any use that holds a tobacco or device permit.

ii. Signage and advertising may cover no more than twenty five (25) percent of the Tobacco/Vape Shop store windows on any wall of said store. This provision applies to Tobacco/Vape Shops only.

iii. No retail business that sells tobacco products or devices, cigarettes, alternative nicotine products, and/or vapor products, but does not meet the definition of a Tobacco/Vape Shop shall exhibit on the exterior of the premises any image or verbiage that makes use of the words "tobacco," "vape," "cigarettes," "cigars," "nicotine," or any variant or synonym of any such word, or any type of such product, or that indicates or suggests that such products may be purchased in or upon the premises. Notwithstanding anything in this section or Section 10-5-1(B) to the contrary, any existing business that does not conform to the foregoing requirements shall conform no later than July 1, 2028.

That Subsection 28, Fireworks Sales, of Subsection A, Principal Permitted Uses, of Section 10-15-1, Regulations, of Chapter 15, "C-2" Commercial District, is hereby repealed in its entirety; and that the subsequent Subsection of said Subsection A are hereby renumbered in sequence.

That Subsection 3, Automobile Body or Fender Repair Shop, of Subsection A, Principal Permitted Uses, of Section 10-18-1, Regulations, of Chapter 18, "C-3" Central Business District, is hereby repealed in its entirety; and that the subsequent Subsections of said Subsection A are hereby renumbered in sequence.

That Subsection 35, Fireworks Sales, of Subsection A, Principal Permitted Uses, of Section 10-19-1, Regulations, of Chapter 19, "M-1" Light Industrial District, is hereby repealed in its entirety.

That Subsections 25, Farm Animals, and 26, Urban Animal Hobby Farms (UAHF), of Subsection H, Special Permit Required, of Section 10-27-1, Special Provisions, Exceptions and Modifications, of Chapter 27, Special Provisions, Exceptions and Modifications, are hereby repealed in their entirety; and that the subsequent Subsections of said Subsection H are hereby renumbered in sequence.

That Subsection U, Urban Animal Hobby Farm (UAHF), of Section 10-27-1, Special Provisions, Exceptions and Modifications, of Chapter 27, Special Provisions, Exceptions and modifications, is hereby repealed in its entirety; and that a new Subsection U, Urban Animal Hobby Farm (UAHF), of said Section 10-27-1 is hereby enacted in lieu thereof, as follows:

**U. Urban Animal Hobby Farm (UAHF).**

*[Ordinance 4976, 11/23/09]*

1. After _____, the effective date of Ordinance _____, no new UAHF shall be allowed, and all existing UAHFs shall be a non-conforming use. Specialized animal farms and the keeping of farm animals and livestock, excluding horses, shall only be allowed on a farm of at least 35 acres as provided herein or in an "A-1" Agricultural District as provided herein. Notwithstanding anything in Section 10-5-1(B) to the contrary, any existing uses that include farm animals, livestock or specialized animal farms that are not in the "A-1" District or on a farm of at

least 35 acres were required conform to the UAHF regulations by January 1, 2018. Any such property with farm animals, excluding horses, that did not or does not comply with the UAHF regulations shall not be deemed a legal non-conforming use, and would be an illegal use in violation of this Ordinance.

2. Beekeeping shall be allowed within the Waterloo City limits on lots or parcels of land when the following requirements are met:
   a. Minimum lot size of 20,000 square feet.
   b. The beekeeper resides on the property, except that there shall not be a residency requirement if the property is at least 2 acres in size.
   c. Density shall be set at two hives (with only one swarm per hive) for every 20,000 square feet of total lot size. No more than 6 hives shall be permitted on a lot, unless the lot is more than 35 acres and primarily used for agricultural purposes.
   d. Hives shall not be located within 25 feet of any lot line, shall not exceed 20 cubic feet in volume, and a constant supply of water shall be provided for all hives to prevent bees from congregating at other sources of water on nearby properties. The water shall be maintained so as not to become stagnant.
   e. Queens: In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation, or exhibits an unusual disposition towards swarming outside the hive, it shall be the duty of the beekeeper to re-queen the colony. Queens shall be selected from stock bred for gentleness and nonswarming characteristics.

INTRODUCED:
PASSED 1st CONSIDERATION: April 6, 2026
PASSED 2nd CONSIDERATION: April 20, 2026
PASSED 3rd CONSIDERATION: May 4, 2026

PASSED AND ADOPTED this 4th day of May 2026.

_____
David Boesen, Mayor

ATTEST:

_____
Kelley Felchle
City Clerk

CERTIFICATE

I, Kelley Felchle, City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Ordinance No. _____ as passed and adopted by the Council of the City of Waterloo, Iowa, on the _____ day of May, 2026.

Witness my hand and seal of office this __ day of _____, 2026.

SEAL

_____
Kelley Felchle
City Clerk

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

| NAME AND DEPARTMENT | MEETING DATE |
|---|---|
| Noel Anderson, Community Planning and Development Director<br>Planning & Zoning Department | April 20, 2026 |

## AGENDA ITEM TITLE

Request by C&S Properties to rezone approximately 0.49 acres from “R-4” Multiple Residence District to “C-2” Commercial District located at 911 South Street and 519 W. 7th Street.

## RECOMMENDED COUNCIL ACTION

Approval

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

The rezone request meets all the requirements of the Zoning Ordinance since there is no minimum lot area or width for commercial uses in the “C-2” Commercial District. Vehicle sale lots are allowed in the “C-2” zone and are allowed without a principal building on the lot when it is a satellite lot that abuts or is across the street from a lot with a principal building on it. The principal building for the C&S Car Company is across 7th Street at 812 Washington Street.
The applicant is not looking to subdivide the property at this time.
The applicant is proposing to rezone 0.49 acres of land from “R-4” Multiple Residence District to “C-2” Commercial District. There are 2 properties that are being requested to be rezoned, 911 South Street and 519 West 7th Street. The 2 properties will be used for the expansion of C&S Car Company.
The plans are still being finalized but it is anticipated that the area will initially be used as a satellite lot once all drainage and hard surfacing requirements are met.
C&S Car Company has an existing parking lot adjacent to the rezone area.
The building on 519 West 7th Street has already been demolished, and C&S has received approval from the Historic Preservation Commission to demolish the house and garage at 911 South Street, as the house was considered historic in past surveys, and will be torn down soon.
The Planning, Programming, and Zoning Commission unanimously recommended approval at their meeting on February 10, 2026.

## NEIGHBORHOOD IMPACT

The rezone request will allow for the expansion of C&S Car Company and would not appear to have a negative impact upon the surrounding area as the area has slowly been converting from residential uses to commercial uses near the blocks adjacent to Highway 218. A property owner abutting the rezone at 917 South St spoke at the P&Z meeting noting concerns with the request.

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

At their regular meeting on February 10, 2026, the Planning, Programming, and Zoning recommended approval of the request unanimously. Notice was sent to property owners within 250 feet.

## SOURCE OF EXPENDITURES

N/A

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

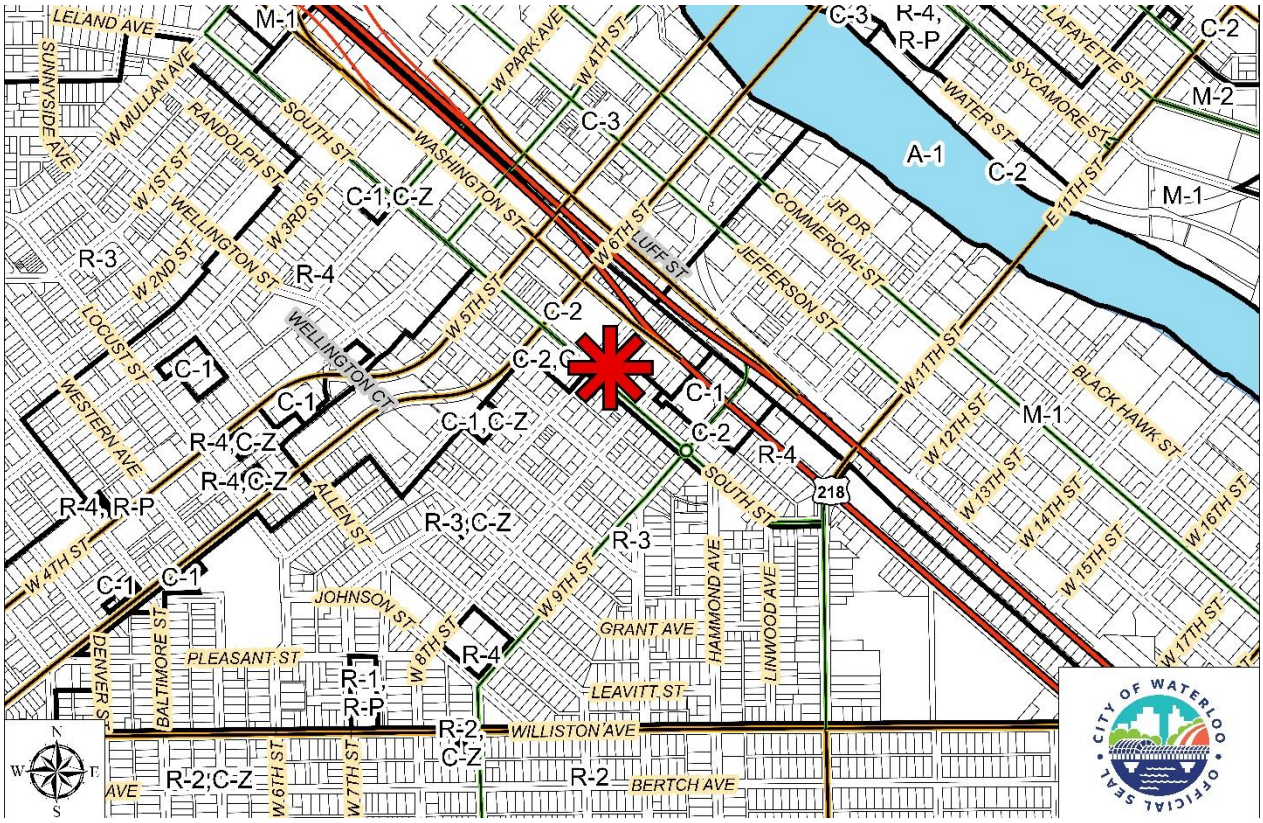
The Southwesterly 80 feet of Lots 6 and 7, and the Northwesterly 30 feet of the Southwesterly 80 feet of Lot 8, all in Block 6, in Doe's Addition to the Village of Waterloo, Iowa.
AND
The Northeasterly 60 feet of Lots 6 and 7 and the Northeasterly 60 feet of the Northwesterly One-half of Lot 8, Block 6, in Doe's Addition to the Village (now City) of Waterloo, Black Hawk County, Iowa.

## ATTACHMENTS

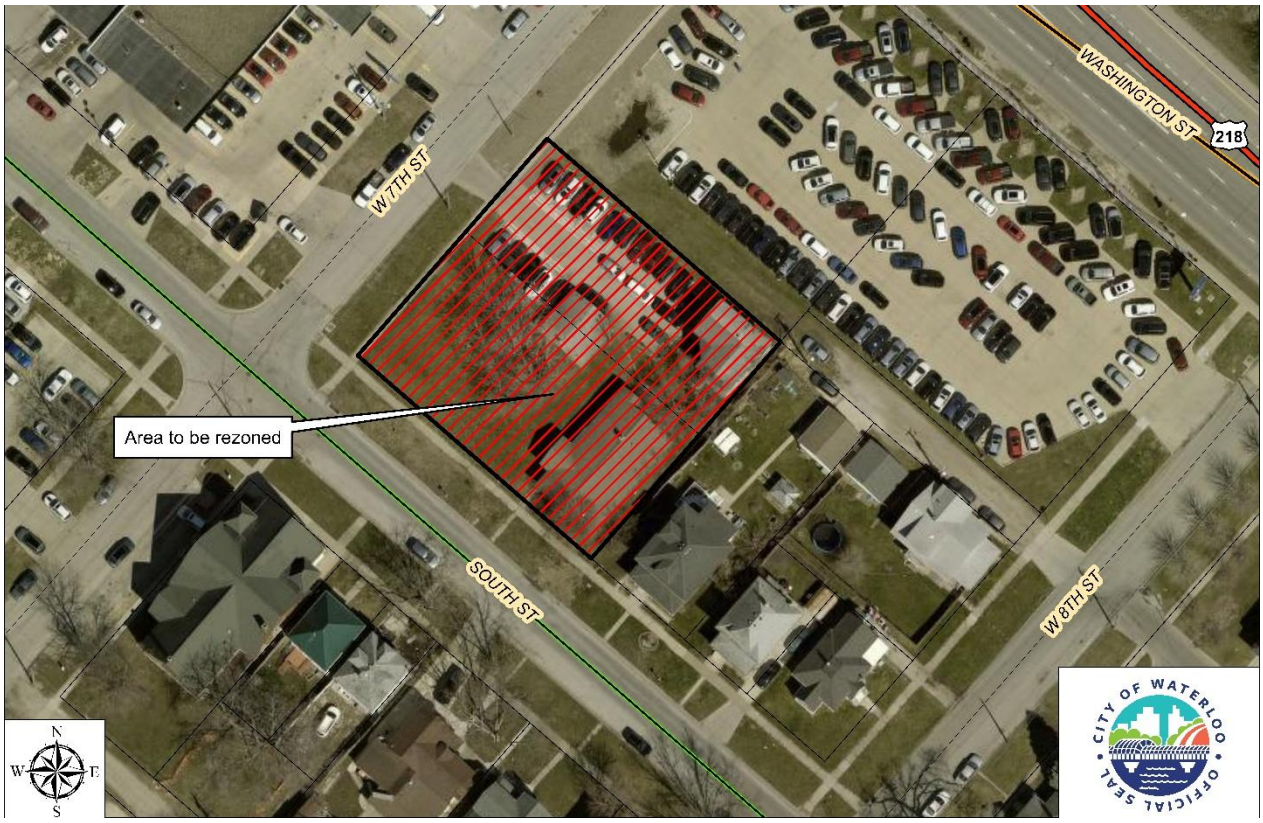
1. Staff report C&S rezone R4 to C2

CITY OF WATERLOO
Planning & Zoning

| | |
|---|---|
| **TO:** | Planning, Programming, and Zoning Commission |
| **PREPARER:** | Joseph Geilman, Planner I |
| **PZ MEETING DATE:** | February 10, 2026 |
| **REQUEST:** | Rezone 0.49 acres from “R-4” Multiple Residence District to “C-2” Commercial District. |
| **APPLICANT:** | C&S Properties |
| **LOCATION:** | 911 South Street and 519 West 7th Street. |

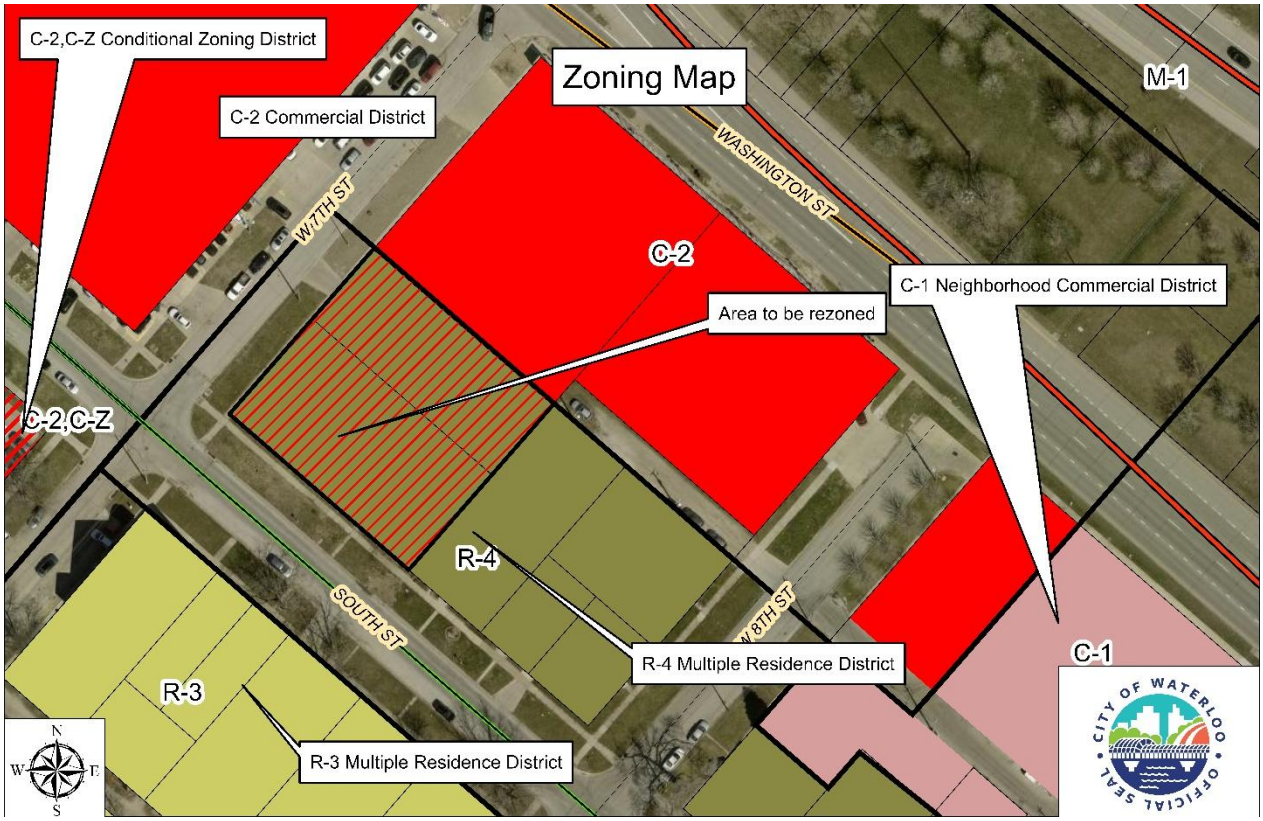



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| SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD: | The rezone request will allow for the expansion of C&S Car Company and would not appear to have a negative impact upon the surrounding area as the area has slowly been converting from residential uses to commercial uses near the blocks adjacent to Highway 218. |

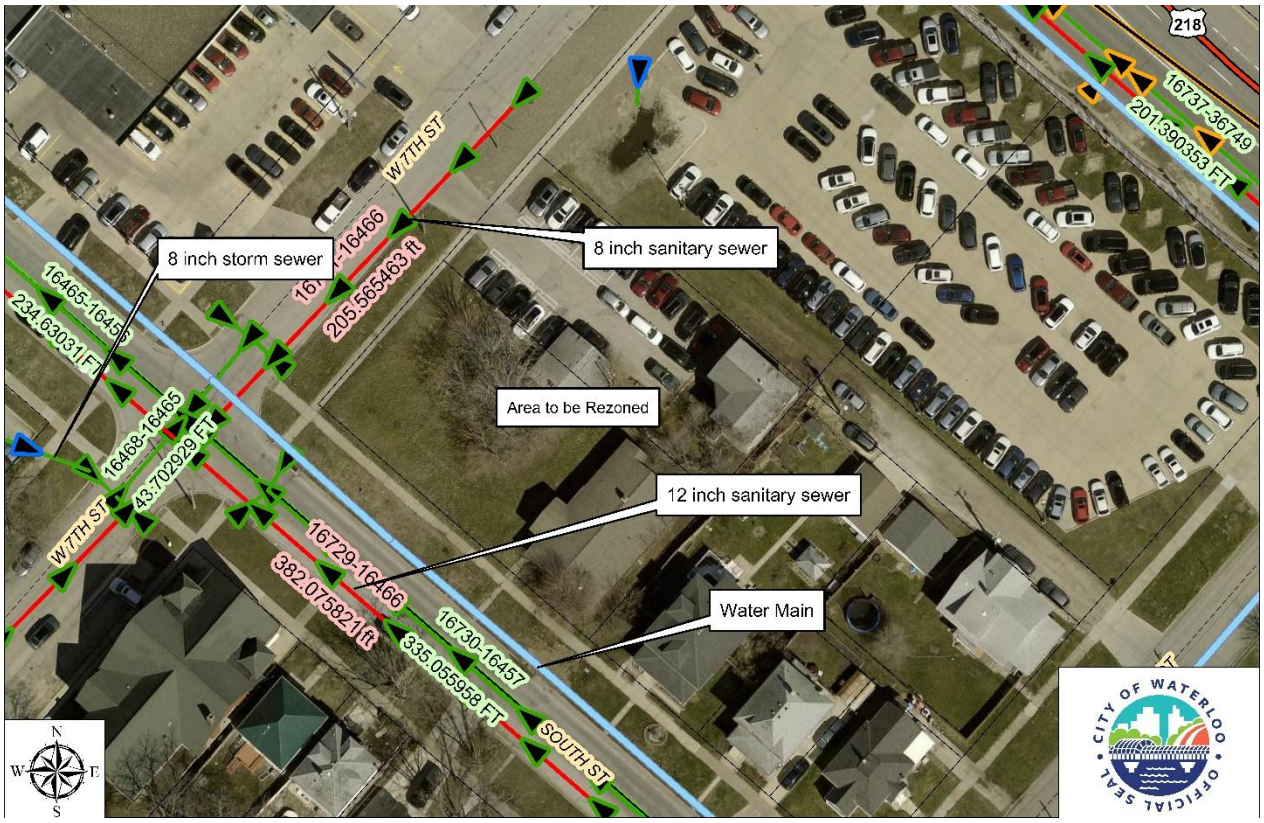



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| VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS: | The proposed rezone request would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area as 7th Street at this location does not have a high volume of traffic. The site is served by South Street, which is a Collector, and by 7th Street, which is a local street. |
| RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY: | There are no recreational trail located near the site. There are sidewalks located on South Street and 7th Street. |
| ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY: | The area in question has been zoned “R-4” Multiple Residence District since the adoption of the zoning ordinance in 1969. Surrounding land uses and their zoning designations are as follows:<br><br>**North** – C&S car company, zoned “C-2” Commercial District.<br><br>**South** – Residential uses, zoned “R-3” Multiple Residence District and “R-4” Multiple Residence District.<br><br>**East** – Commercial and Residential uses, zoned “C-2” Commercial District and “R-4” Multiple Residence District. |

**West** – Commercial and Residential uses, zoned “C-2, C-Z” Conditionally Zoned Commercial District and “R-3” Multiple Residence District.




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| DEVELOPMENT HISTORY: | The surrounding area consists of commercial uses and residential dwellings. The residential dwellings were built between 1886 and 1917. |
| PUBLIC /OPEN SPACES/ SCHOOLS: | Irving Elementary School is approximately half a mile to the southwest.<br><br>Washington Park is located 0.3 miles to the northwest of the rezone site. |
| FLOODPLAIN: | No portion of the property is located within a flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025, Panel number 0302F, dated July 18, 2011. |
| DRAINAGE: | The applicant will need to work with the Engineering Department to get a drainage plan for the site. |
| UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.: | There is an 8” sanitary main and a 10” storm main running along 7th Street. There is a 6” water main, 18” storm main, and 12” sanitary sewer running along South Street. |




STAFF ANALYSIS – ZONING ORDINANCE:

The rezone request meets all the requirements of the Zoning Ordinance since there is no minimum lot area or width for commercial uses in the “C-2” Commercial District. Vehicle sale lots are allowed in the “C-2” zone and are allowed without a principal building on the lot when it is a satellite lot that abuts or is across the street from a lot with a principal building on it. The principal building for the C&S Car Company is across 7th Street at 812 Washington Street.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

The applicants are not looking to subdivide the property at this time.

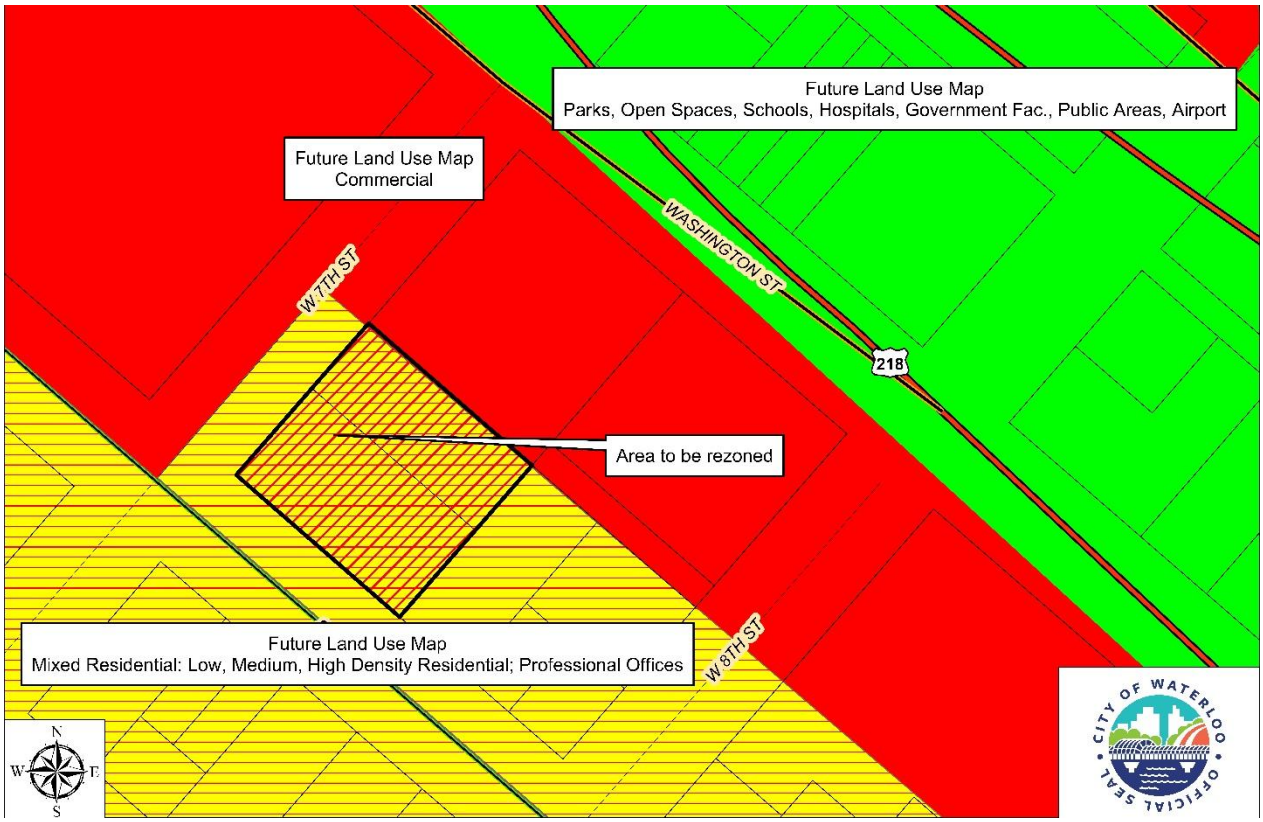
STAFF ANALYSIS – SITE ANALYSIS:

The applicant is proposing to rezone 0.49 acres of land from “R-4” Multiple Residence District to “C-2” Commercial District. There are 2 properties that are being requested to be rezoned, 911 South Street and 519 West 7th Street. The 2 properties will be used for the expansion of C&S Car Company.

The plans are still being finalized but it is anticipated that the area will initially be used as a satellite lot once all drainage and hard surfacing requirements are met.

C&S Car Company has an existing parking lot adjacent to the rezone area.

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|---|---|
| | The building on 519 West 7th Street has already been removed. C&S Properties have received approval from the Historic Preservation Commission to demolish the house and garage at 911 South Street, as the house was considered historic in past surveys, and will be torn down soon. |
| TECH REVIEW AND UPDATES: | The Engineering department noted that they will need drainage and SWPPP plans. |
| PLANNING, PROGRAMMING AND ZONING COMMISSION: | The Planning, Programming, and Zoning Commission unanimously recommended approval at their meeting on February 10, 2026. |
| RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN: | This area is designated as Mixed Residential on the future land use map, a component of the Comprehensive Plan. Mixed residential allows for commercial uses that are considered neighborhood commercial. With the main site for C&S at 819 Washington Street, this would appear to be a compatible land use decision. |





*Picture 1: 519 West 7th Street*



*Picture 2: 911 South Street*



*Picture 3: Looking north along South Street from 7th Street.*



*Picture 4: Looking at the existing C & S facility.*

STAFF RECOMMENDATION:

Therefore, staff recommends that the request by C&S Properties to rezone approximately 0.49 acres from “R-4” Multiple Residence District to “C-2” Commercial District located at 911 South Street and 519 West 7th Street, be approved for the following reasons:

1. The request would not appear to have a negative impact on vehicular or pedestrian traffic.
2. The request would allow for the expansion of C&S Car Company.

And with the following conditions(s):

1. That all vehicular use areas be properly hard surfaced before used to park vehicles.
2. That no adult uses or alcoholic establishments be located in the rezone area.
3. That the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, drainage, etc.

# COMMUNICATION TO THE WATERLOO CITY COUNCIL

| NAME AND DEPARTMENT | MEETING DATE |
| --- | --- |
| Noel Anderson, Community Planning and Development Director<br>Planning & Zoning Department | April 20, 2026 |

## AGENDA ITEM TITLE

Motion to reconsider a vote on Resolution No. 2026-190, “Resolution approving Amendment No. 3 to a Professional Services Agreement with INVISION Architecture, for an increase of $380,000.00 for the renovation of 100 E. 4th Street for the new Waterloo City Hall, and authorizing the Mayor to execute said document."

## RECOMMENDED COUNCIL ACTION

Approval.

## SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving amendment No. 3 to a professional Services Agreement with INVISION Architecture, for an increase of $380,000.00 for the renovation of 100 East 4th Street for the new Waterloo City Hall, and authorizing the Mayor to execute said amendment. The estimated construction costs are $10,200,000.00, and with all design costs and other associated costs, the project will be approximately $14,000,000.00.  Please refer to Exhibit "A" in the attached for the changes and scope of work.

## NEIGHBORHOOD IMPACT

## DATA, ANALYSIS, AND STRATEGIES

## IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## COMMUNITY ENGAGEMENT METHODS

## SOURCE OF EXPENDITURES

Downtown TIF.

## ALTERNATIVE ACTION

## LEGAL DESCRIPTION

## ATTACHMENTS

1. Amendment to Professional Services Agreement
2. 1-4A-25: Motion to Reconsider

# AIA® Document G802® – 2017

## *Amendment to the Professional Services Agreement*

| **PROJECT:** *(name and address)* | **AGREEMENT INFORMATION:** | **AMENDMENT INFORMATION:** |
|---|---|---|
| 24102 City Hall 2025<br><br>100 E 4th St.<br>Waterloo, IA 50703 | Date:<br>January 20, 2025 | Amendment Number:<br>003<br>Date:<br>November 18, 2025 |
| **OWNER:** *(name and address)* | **ARCHITECT:** *(name and address)* | |
| City of Waterloo<br>715 Mulberry<br>Waterloo, IA 50701 | INVISION Architecture, LLC<br>360 Westfield Ave Suite 401<br>Waterloo, IA 50701 | |

The Owner and Architect amend the Agreement as follows:
Updated description and scope of services included in proposal letter dated November 18, 2025, attached as Exhibit A - ADD $380,000

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

Estimated construction cost $10,200,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:
Design Development complete by approximately February 2, 2026
Construction Documents complete by approximately April 6, 2026
Bidding and Negotiations complete by approximately May 25, 2026

.2 Construction commencement date approximately June 1, 2026

.3 Substantial Completion date or dates approximately April 1, 2027

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer: IMEG Consultants Corp. 2882 106th Street Urbandale, IA 50322

.2 Mechanical Engineer: MODUS Engineering 214 East 4th Street Waterloo, IA 50703

.3 Electrical Engineer: MODUS Engineering 214 East 4th Street Waterloo, IA 50703

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.2 Twelve ( 12 ) visits to the site by the Architect during construction

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
ADD $380,000

Fee summary:

| | |
|---|---|
| Original agreement | $420,000 |
| Amendment 1 | $22,700 |
| Amendment 2 | $10,000 |
| Amendment 3 | $380,000 |
| Total Compensation | $ 832,700 |

Schedule Adjustment:
See § 1.1.4 above

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**User Notes:** (691c97ba0704818a2264fe64)

| | |
|---|---|
| **ARCHITECT** *(Signature)* | **OWNER** *(Signature)* |
| BY: Kathryn A. Payne, AIA | |
| *(Printed name, title, and license number if required)* | *(Printed name and title)* |
| November 18, 2025 | |
| *Date* | *Date* |

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**User Notes:** (691c97ba0704818a2264fe64)

INVISION
PLANNING | ARCHITECTURE | INTERIORS

November 18, 2025

Greg Ahlhelm
Building Official / Commercial Plans Examiner
Waterloo Building Department
715 Mulberry Street, 2nd Floor
Waterloo, IA 50703
Greg.ahlhelm@waterloo=ia.org

Re: **City Hall – Courier Building Renovations**

The Schematic Design work that INVISON and MODUS have completed has led to scope and budget changes that affect the design work that the team will need to do. What follows is an outline of the scope of changes from the current INVISION agreement and the fee adjustment to align with those changes.

## PROJECT CHANGE INFORMATION

A. The original assumption was a minor remodel of the interior of the building to separate the public areas from the private staff work areas. The private areas were originally budgeted based on moving into the open office plan that exists today. Instead of that, the updated plan includes significant remodeling, construction of new offices, locker rooms, toilets, and changes to the HVAC and electrical plans.
B. The original agreement did not include a code review. However, in the process of developing the plan for the police department INVISION did a high-level code review. This investigation led to a code section that requires buildings with Police Department spaces to have enhanced structural capacity and access to a storm shelter. The plans and budget now include a 1000 square foot ICC 500 storm shelter addition, a generator, and structural changes to make the building meet an elevated risk design.
C. INVISION has met with all the department user groups that will occupy the building and the plans reflect their needs. We have based this fee adjustment on the plans that were the results of those meetings.
D. INVISION has presented two plan options. One that meets the requested needs of the department representatives, and a second one that reduces the scope of new construction by a small amount. The areas designated for the Police Department remain the same in both options.
E. Two cost opinions were provided based on the two Schematic Design options. One by INVISION, and another by Peters Construction. The costs aligned very closely. Peters cost opinion was not included in the original services scope.
F. To manage the schedule to complete the design work, INVISION proposes to start immediately on the next phases of design work. We have completed Schematic Design and are ready to move immediately into Design Development and follow with Construction Documents. This will make the bidding documents ready to be issued as soon as the City is ready to make a commitment to construction. INVISION will bill against the original contract agreement until this amendment if finalized.
G. Design Schedule: INVISION and our consultants (MEPT:MODUS, Structural:IMEG) expect the Construction Documents can be ready for bidding by the end of March 2026. This is based on acceptance of the more comprehensive Schematic Design Plan as the basis of moving forward. If additional meetings with department user groups are needed, or significant floor plan changes are required, the schedule will be impacted.
H. Budget:
    a. An owner established budget has not been provided.
    b. The expected project costs are as follows. Attached you will find the specific costs from the cost opinions. The numbers below are rounded.
        i. Base Bid Construction: $10,200,000.
        ii. Project Costs (Construction Contingency, Design Fees, owner costs for insurance, special inspections, commissioning, etc.); $2,550,000.
        iii. Total Project Cost: $12,750,000.
        iv. Planned alternates to be designed:
            1. Roof Replacement. Estimated at $550,000
            2. New Rooftop air handling units. Estimated at $500,000.
        v. Not included and outside the scope of work of this agreement:
            1. Civil Engineering work

2. Revisions to the parking lot, and parking garage
3. Changes to the street parking on the 5th street side of the building to support the Police department vehicles.

c. Costs will be evaluated again during the Design Development phase.

I. Construction Delivery
   a. This project will be publicly bid with one bid package as a Design-Bid-Build agreement with a cost based on low bid by a general contractor. The work will not be phased. Phasing has been considered and determined that there is no significant way to delay costs by postponing work.

J. Form of Contract:
   a. The changes to the professional services agreement include:
      i. Adjusted INVISION fee for added scope of work to be designed, documented and bid.
      ii. Adjusted Consultant fees for added scope of work to be designed, documented and bid. This includes:
         1. MODUS Engineering for MEPT scope.
         2. IMEG for structural design scope.
   b. The professional services agreement will be changed by Amendment to the current contract. Attached.

## UPDATED SCOPE DESCRIPTION

A. First Floor:
   a. Full gut and remodel of the first-floor space to house:
      i. Police Department
      ii. Housing Authority
   b. Reconfiguration of the HVAC, Plumbing, IT, and Electrical systems to accommodate the selected plan
   c. Evaluation of exterior windows for added security needs.
   d. Adjustments to the existing entry system for access control.
   e. 1000 square foot ICC 500 storm shelter.
   f. Structural system enhancement
   g. Revisions to fire sprinkler system

B. Second Floor:
   a. Remodel of majority of the space to house:
      i. Police Department offices
      ii. Building Departments with multiple secure public transaction counters
      iii. Support space
   b. Reconfiguration of the HVAC, Plumbing, technology, and Electrical systems to accommodate the selected plan
   c. Structural enhancement
   d. Revisions to fire sprinkler system

C. Third Floor:
   a. Remodel of majority of space to house:
      i. Mayor and City Attorney Suite
      ii. Clerks Department Suite with secure public transaction counter
      iii. Tech services
      iv. Council Chamber and Mollenhoff Meeting room
      v. Human Rights Department
      vi. Community Development Suite with secure public transaction counter
      vii. Shared resource areas
   b. Reconfiguration of the HVAC, Plumbing, IT, and Electrical systems to accommodate the selected plan
   c. Structural enhancement
   d. Revisions to fire sprinkler system

D. Building wide:
   a. DDC front end system
   b. Fire Alarm updates
   c. Emergency Generator

## PROJECT TEAM

1. INVISION Team will oversee the design of the project. Our team includes Jim Trunell, Kindra Christensen and support staff as needed. Kate Payne will provide project success oversight.

2. MECHANICAL, ELECTRICAL AND PLUMBING, and TECHNOLOGY ENGINEERING
   These services are included in the amendment to be provided by MODUS Engineering.

3. COST ESTIMATING
   This amendment includes a fee for Peters Construction to provide cost opinions as outlined below.

4. STRUCTURAL ENGINEERING
   These services are included in the amendment to be provided by IMEG.

5. CIVIL ENGINEERING
   We have not included Civil Engineering in this proposal.

6. LANDSCAPE ARCHITECTURE
   We have not included a Landscape Architect in this proposal.

7. ENERGY MODELING
   We have not included this in the proposal.

8. SUSTAINABILITY
   We have not included this in the proposal.

If the design develops a need for any additional design team consultants, we will review the options and costs with you and issue an amendment for the additional services.

## OWNER-PROVIDED CONSULTANTS

The project may require additional professional services that would be contracted directly by the City of Waterloo. The following are likely to be required by code or best practice:

1. HVAC commissioning – code requirement based on scope of work.
2. Special Inspections of Structural work – code requirement based on scope of work
3. Soil Boring and Geotechnical report for new construction – required for structural design

## OVERALL SCHEDULE

A. Project Schedule and Deliverables
   a. SD Phase – Complete but included additional services: More meetings, added cost estimates, extended schedule.
      i. Two meetings with the Police Department to finalize floor plan
      ii. Two meetings with Building Committee (needs definition) to finalize floor plan
      iii. SD Phase 100% drawing set and outline specification for approval
      iv. SD Phase project cost estimate
   b. DD Phase – 8 Weeks
      i. One meeting with each department to review MEPT scope only. No significant changes to the floor plans or schedule will be affected.
      ii. Building Committee Progress Meeting
      iii. Two Interior finishes meetings
      iv. DD Phase 100% drawing set and DD Specification for approval
         1. Printed Set will be provided. Billed as reimbursable
   c. CD Phase – 8 Weeks
      i. 50% CD Review Page Turn Meeting.
         1. Printed set if requested. Billed as reimbursable.
      ii. 95% CD Page Turn Meeting
      iii. 100% Bid Set – drawings and specifications.
         1. Printed set if requested. Billed as reimbursable.

d. Bidding & Negotiations – 6-8 Weeks
    i. Publish Construction Documents for contractor bidding
    ii. Bid date TBD
    iii. Preparation of Construction Contract between Owner and Constructor.
    iv. City Council approval of bids
e. CA Phase – 43 Weeks
    i. Start Construction
    ii. Review shop drawings
f. This timeframe produces bid results in April 2026 assuming earlier schedule milestones are met.

## DELIVERABLES AND SERVICES INCLUDED

1. Architectural, Structural, Mechanical, Electrical, and Technology engineering for scope outlined above.
2. Services:
    a. Architectural: Standard Architectural services to provide Design, Bidding, and Construction Administration services for the project.
    b. Mechanical, Electrical, Plumbing, and Technology engineering to provide Design, Bidding, and Construction Administration services for the project.
    c. Structural design for ICC 500 Storm Shelter and structural enhancements to existing structure to meet Risk Level 4 per IBC.
    d. Site verification of existing conditions.
    e. Wayfinding signage
    f. 2-4 Design Development level interior renderings
    g. Code Review
3. Cost Evaluation
    a. Design Development level cost opinion.
    b. Costs will not be included for design or construction of work outside the building.
4. Meetings as described in Schedule section of this letter.

## SERVICES EXCLUDED

A. Services beyond the scope of this letter
B. Furniture, Fixtures and other Equipment evaluation or design services
    a. We can provide a fee to evaluate the available furniture that exists in the building for City reuse.
C. Special Exhibit Design.
D. Printing and other reimbursable costs

## CLIENT RESPONSIBILITIES

1. Review and sign off on Schematic Design Plan
2. Review and sign off on Design Development documents
3. Review and sign off on Construction Documents prior to issuance for Bidding
4. Supply existing building documentation
5. Participate in meetings outlined by Design Team to support design process
6. Establishment of Building Committee and timely participation for decision-making.
7. Plan review for code compliance

## BASE SERVICE FEE

A. The current agreement for professional services is $$452,700.
    a. This includes the amendment fees for structural evaluation of the Courier building structure at 100 E. 4th Street or the Regions Bank/Creative Planning building at 100 E. Park Street. These two assessments were added by amendments 1 & 2 and total $32,700.
B. The total updated stipulated sum fee based on the revised Schematic Design Scope of work outlined above is $800,000. The original fee represented 7.76% of the estimated construction cost. The new fee represents 7.11% of the estimated construction cost.

C. The revised fee will be distributed by phase billing as follows:

| | Fee % distribution by phase | Current Gross Fee | Revised Gross Fee after Amendment 3 | Difference | Prior Billed | Remaining Fee by Phase |
|---|---|---|---|---|---|---|
| Schematic Design | 20.00% | $84,000.00 | $160,000.00 | $76,000.00 | $84,000.00 | $76,000.00 |
| Design Development | 25.00% | $105,000.00 | $200,000.00 | $95,000.00 | $51,116.25 | $148,883.75 |
| Construction Documents | 25.00% | $105,000.00 | $200,000.00 | $95,000.00 | $0.00 | $200,000.00 |
| Bidding and Negotiations | 5.00% | $21,000.00 | $40,000.00 | $19,000.00 | $0.00 | $40,000.00 |
| Construction Administration | 25.00% | $105,000.00 | $200,000.00 | $95,000.00 | $0.00 | $200,000.00 |
| Amend 1 | | $22,700.00 | $22,700.00 | $0.00 | $22,700.00 | $0.00 |
| Amend 2 | | $10,000.00 | $10,000.00 | $0.00 | $10,000.00 | $0.00 |
| | 100% | $452,700.00 | $832,700.00 | $380,000.00 | $167,816.25 | $664,883.75 |

D. Reimbursable expenses, as needed, will be invoiced at cost with no markup.

## CONCLUSION

Please return a signed copy of the attached Amendment.

Please contact me if you have any questions regarding the changes at katep@invisionarch.com or (319) 433-3824.

Sincerely,



Kathryn A. Payne, AIA
Principal, Architect

# CONSTRUCTION ESTIMATES

| | | | |
|---|---|---|---|
| **PROJECT** | New Waterloo City Hall | **PROJECT #** | 24102 |
| **OWNER** | City of Waterloo | **DATE** | 10/10/2025 |
| **TO** | Noel Anderson | **FROM** | Jim Trunnell |
| **SUBJECT** | SD Contractor Estimate Results | | |

Noel, per your request last week for contractor verification of Invision's SD estimates, we contracted Peter's Construction to provide estimates of the original SD drawings and the VE drawings. Their estimates are adjacent to Invision's below.

| | **INVISION** | **Peter's Construction** | Cost Variance |
|---|---|---|---|
| SD plan | $10,245,147 | $10,072,327 | -$172,820 |
| VE plan | $8,322,517 | $8,451,324 | +$128,807 |

| **Project Cost Based on Peter's Construction Estimates** | | |
|---|---|---|
| | **SD plan** | **VE plan** |
| Estimate (Bid Day) | $10,072,327 | $8,451,324 |
| Owner Costs (25%) | $2,518,081 | $2,112,831 |
| FF&E | $200,000 | $200,000 |
| Subtotal | $12,790,408 | $10,764,155 |
| | | |
| Roof Replacement | $550,000 | $550,000 |
| New Rooftop Units | $500,000 | $500,000 |
| Civil Work | Not in Scope | Not in Scope |
| | | |
| **Project Total** | **$13,890,408** | **$11,864,155** |

Please let us know if you have any additional questions. We look forward to discussing next steps with you.

Jim Trunnell, AIA

INVISION Architects


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**1-4A-25: MOTION TO RECONSIDER:**

A. A motion to reconsider shall be made by a council member who voted on the prevailing side, or by those who were absent and did not vote upon the motion to be reconsidered. The motion may be seconded by any council member.

B. A motion may be reconsidered at any time during the same council meeting. A motion for reconsideration being once made and decided in the negative, shall not be renewed before the next meeting. A motion to reconsider may be made during the first meeting held after the item was considered by the city council. A motion to reconsider shall be made during the other council business portion of the agenda. If the motion to reconsider is approved by majority vote, the agenda item will be placed on the agenda the following week for a vote.

C. A motion to reconsider may be made by a council member at the first council meeting after that item was considered and voted upon by council. Other than the same meeting as originally voted upon or the first meeting after that original vote, a motion to reconsider is out of order.

D. A motion to reconsider shall not be made to an affirmative vote on a contract and the party has been notified of the outcome, the provisions of the motion have been partially carried out, a vote has caused something to be done that cannot be undone, or some other parliamentary motion can obtain the same result. (Ord. 5662, 9-19-2022)