



**CITY OF IOWA CITY**

**Request for Proposals (RFP)**

**Environmental Compliance and Engineering Services for January 1,  
2020 through June 30, 2024 for the Iowa City Landfill and Recycling  
Center**

**October 25, 2019**

**Revised November 4, 2019**

**SUMMARY**

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The City of Iowa City, Iowa (City) is soliciting proposals from interested consulting firms, licensed in the State of Iowa, to provide professional environmental compliance and engineering services for the Iowa City Landfill and Recycling Center (Facility). The selected firm (Consultant), will assist the City in environmental compliance and engineering services with local, state, and federal regulations, between January 1, 2020 and June 30, 2024.

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**SUBMITTAL DELIVERY ADDRESS**

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City Clerk  
City of Iowa City  
City Hall  
410 East Washington Street  
Iowa City, Iowa 52245

**SUBMITTAL DEADLINE AND FORMAT**

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4:00 PM, Central Standard Time (CST), Friday November 15, 2019. Three hard copies and an electronic copy are requested. Late submittals will not be evaluated.

## **TIMELINE FOR RFP PROCESS**

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Tentative consultant selection timeline is as follows:

- Submittals are due 4:00 PM CST, Friday November 15, 2019
- All inquiries must be made no later than November 5, 2019
- Selection of consultant will occur on approximately November 25, 2019
- Consultant agreements will be finalized approximately by December 11, 2019

## **MINIMUM QUALIFICATIONS**

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To be considered, consultants must document the knowledge, skills, and abilities of the firm and team members proposed for this project.

## **COSTS FOR DEVELOPING THE RFP**

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Firms participating in the consultant selection process will be responsible for all costs incurred to respond to this RFP.

## **CONSULTANT SELECTION PROCESS**

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The Selection Committee consists of several members of the Engineering Division, Resource Management Division, and other City departments as needed. Submittals will be reviewed based on the submittal contents described below and evaluated based on the following criteria: consultant qualifications and experience, project approach, consultant fees and project costs, and project scheduling. The firm deemed best qualified by the Selection Committee will be selected for negotiations related to final project scope and fee. Should the City and Consultant not be able to reach an agreement regarding project scope and fee, the City reserves the right to negotiate with the firm determined by the City to be the next most qualified.

The intent of the selection process is to select the most qualified firm based on the identified needs of the City. The skills, areas of expertise, and capabilities that the City believes are necessary for successful completion of the project work will be evaluated and factored in the selection process. In all cases, the City reserves the right to select a consultant firm and award a contract that is in the best interests of the City. Interviews may be conducted as part of the selection process.

## **SUBMITTAL CONTENTS**

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To standardize responses and simplify the comparison and evaluation of responses, all statements must be organized in the manner set forth below, separated into sections, and appropriately labeled. However, specific requirements for each section have been minimized in order to allow for flexibility for each firm to provide information they feel best conveys their qualifications. All information and materials requested shall be provided in the response under a single cover. The submittal length shall be limited to a maximum of 20 single-sided (or 10 double-sided) pages, not including dividers and covers. The cover letter attached to the response counts towards the page limit. Minimum font size shall be ten (10) point.

Interested Consultants shall submit proposals to make sure a proper evaluation of the firm's capabilities. Three hard copies and an electronic copy of the response are requested. The Proposals shall contain the following response items arranged in order in the manner specified below.

Cover Letter – The letter should state the firm's interest in being considered for selection as well as pertinent information for the firm's contact person.

General Firm Profile – A general description of the firm is required. Describe the general nature of services provided by the firm, the location of main and branch offices, and the number of years the firm has provided services similar to those anticipated on the project included in the RFP. Any sub-consultants who are expected to be a part of the design team should be identified.

Key Personnel – Provide information indicating anticipated key personnel, relationship to the desired project, and their positions within the firm. Include in the descriptions past experience with the City, technical abilities, and identified project responsibilities. It is a requirement of the City that the key personnel identified during the consultant selection process will participate in and execute the project. Substitution of key personnel after selection will require approval by the City as project lead professionals are considered essential. Please indicate the persons possessing the licenses and certifications necessary to perform the type of work being requested.

Reference Projects – A listing of reference projects shall be provided. Reference projects should be of similar size and scope as those for which the consultant would like to be considered. Particular emphasis should be placed on innovative, sustainable, and cost-effective solutions. Indicate which key personnel were involved in the reference projects and their role in the reference projects. Provide contact information for the project owners, the nature of the firm's scope of work on the project, and the date the contract started and ended. The Project Team should demonstrate current experience in working with federal, state, and local agencies involved in the operations and compliance at the Facility.

Project Approach (Each Task) – A description of the anticipated project approach, including technical and management factors that will lead to a quality project. Respondents are encouraged to use this section of the submittal to address unique understanding, knowledge and/or abilities of the firm as they apply to the project included in this RFP. Competitive advantages or special capabilities of project teams should be highlighted in this section. This section should describe the firm's understanding of the Iowa City Landfill and Recycling Center including, but not limited to, their structure; operations and maintenance; environmental compliance and permitting; and future operations and compliance issues.

Estimate of Resources (Each Project) – Based on the firm's understanding of the scope of work required, provide an estimate of the firm's resources that should be dedicated to the project. This can be in a form of the firm's choosing but should clearly convey a sense of the amount of effort, resources and an estimated price the firm believes will be required for the project. The estimated price does not need to be a quote to complete the project, and may include an estimated cost range, but should accurately reflect the anticipated effort to complete the project. A detailed breakdown by task, as included in the Scope of Service Section, would be beneficial.

Project Schedule (Each Task) – Provide a preliminary project schedule that includes projected durations for anticipated project phases, including project milestones and deliverables. A detailed breakdown by task, as included in the Scope of Services and Schedule for Completion of Service Sections, would be beneficial.

Billing Rates – Provide current billing rates for firm personnel, including rates of staff included in the proposal, at a minimum.

## **CONTRACT DOCUMENTS**

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The City anticipates entering into a contract for professional services with the selected firm for the period from January 1, 2020 to June 30, 2024.

Consultants selected to provide services will be required to enter into a written consultant agreement with the City of Iowa City. A sample consultant agreement is included in Appendix A of this RFP. Any objections to agreement language shall be documented in the submitted proposal.

In addition, selected consultants will be required to submit a completed copy of the City of Iowa City Wage Theft Policy, included in Appendix B of this RFP. Any objections to agreement language shall be documented in the submitted proposal.

## **RESERVATIONS**

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The City reserves the right to reject any and all submittals; waive formalities, technical requirements and/or deficiencies; or to solicit for new or additional proposals id deemed to be in the best interests of the City. In addition, the City reserves the right to further negotiate with one or more firms of its choice, if such negotiations better serve the City’s interest. The City reserves the right to negotiate a contract that covers all or selected parts of the proposal, key project team members and sub-consultants.

## **INQUIRES**

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Inquiries to clarify the requirements of this RFP can be directed to Joe Welter at (319) 356-5144 or emailed to [joe-welter@iowa-city.org](mailto:joe-welter@iowa-city.org). All inquiries must be made no later than November 5, 2019. Specific project scope and fees will be negotiated at a later time.

## **PROJECT BACKGROUND**

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The Iowa City Landfill and Recycling Center is located at 3900 Hebl Avenue SW in Iowa City, Iowa. The landfill facility is a municipal solid waste landfill serving Johnson County, Kalona, and Riverside, Iowa. The Facility operates according to the following permits:

- Iowa Department of Natural Resources (DNR) Sanitary Disposal Project (SDP) Permit Number 52-SDP-01-72P
- DNR Title V Operating Permit, Air Quality Operating Permit Number 00-TV-007R3

The current five-year SDP Permit was issued January 8, 2018 with revisions on January 29, 2018, April 2, 2018, October 31, 2018, August 15, 2019, and August 28, 2019. The SDP Permit expires on January 8, 2023. The current five-year Title V Operating Permit was issued on July 23, 2018. The Title V Operating Permit expires on July 22, 2023. The Facility's permits, reports, correspondence with the DNR, and other regulatory information is available on the DNR's website.

The majority of the Facility's state compliance requirements are contained in the above-listed permits. Some regulatory requirements for the Facility not covered directly in these permits are contained within 567, Environmental Protection Commission, of the Iowa Administrative Code (IAC). The Facility is also subject to certain federal regulations administered by the United States Environmental Protection Agency (EPA). These regulations are under the Title 40, Protection of Environment, of the Code of Federal Regulations (CFR).

The Facility occupies approximately three hundred acres of land and consists of five buildings (Scalehouse/Office, two shops, compost shed, storage shed), active landfill cells, and closed landfill cells. Approximately seventy acres of the Facility are closed cells and approximately sixty acres are currently active cells in various stages of service. Approximately 132 acres, located north and west of the Facility are rented. The landfill is utilized by both residential and commercial haulers. For a list of the landfill services, please see the following website: <https://www.icgov.org/city-government/departments-and-divisions/landfill-and-recycling-center>.

Each year, the landfill takes in about 130,000 tons (five-year average, Fiscal Years 2014 – 2018). The last solid waste characterization study was performed in 2017. The statewide study, including the Iowa City Landfill and Recycling Center information is available here: <http://www.iowadnr.gov/Portals/idnr/uploads/waste/wastecharacterization2017.pdf>. Food wastes are approximately 25% of the total landfilled wastes (or 34,000 tons) each year.

Collected landfill gas is currently being burned in the Facility's enclosed flare in accordance with the Facility Title V Operating Permit. The approximate three-year average daily flow rate through flare is 800 standard cubic feet per minute (scfm). Approximately fifty percent of the gas collected is methane. The flow rate and percent methane are based on data collected since the construction of the flare in December 2015.

## **SCOPE OF SERVICES**

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The selected firm (Consultant), will assist the City in environmental compliance and engineering services with local, state, and federal regulations, between January 1, 2020 and June 30, 2024. The Consultant shall perform the following services, including but not limited to, the tasks listed below:

1. Annual Water Quality Report (AWQR) including the Leachate Control System Performance Evaluation Report (LCSPER), and Methane Monitoring Report (MMR)
2. Annual Sampling Assistance
3. Title V Annual Compliance Certification Report
4. Title V Semi-Annual Monitoring Report
5. Title V Annual Emissions Inventory
6. Semi-Annual Landfill Gas Collection System (LFGCS) Operating Report

7. Annual Greenhouse Gas (GHG) Reporting
8. Air Compliance Data Collection Assistance
9. Annual Financial Assurance Cost Estimates
10. Annual Landfill Volumetrics, Site Topographic Survey, and Airspace Analysis Report
11. Title V Annual Fee Payment Assistance
12. Semi-Annual Water Quality Notification
13. Annual Training
14. Assessment of Corrective Measures (ACM) Assistance
15. SDP Permit Amendment
16. SDP Permit Renewal
17. Title V Operating Permit Renewal
18. Hourly General Consulting Services

Draft deliverables to the City will be electronic only. Final deliverables to the City will consist of two hard copies and one electronic copy. Final deliverables will be submitted to the appropriate agencies on behalf of the City.

The City reserves the right to seek proposals from other engineering firms for all capital improvement projects.

#### Task 1 – AWQR, LCSPER, and MMR

In accordance with Special Provision X.4.i of the SDP Permit, “*An Annual Water Quality Report (AWQR) summarizing the effects the facility is having on groundwater quality shall be submitted to the DNR’s Solid Waste Section by February 28 each year. This report shall be prepared in accordance with subrule 113.10(10) by a qualified groundwater scientist pursuant to paragraph 113.10(1)“d” and by using the DNR Annual Water Quality Report Format.*” The AWQR will address the Series A Wells, Series B Wells, and groundwater underdrains.

In accordance with 113.7(5)b(14), the Consultant will prepare and submit the LCSPER “*as a supplement to the facility Annual Water Quality Report, as defined in subrule 113.10(10). The report shall include an evaluation of the effectiveness of the system in controlling the leachate, leachate head levels and elevations, the volume of leachate collected and transported to the treatment works or discharged under any NPDES permits, records of leachate contaminants testing required by the treatment works, proposed additional leachate control measures, and an implementation schedule in the event that the constructed system is not performing effectively.*”

In accordance with Special Provision X.5.b of the SDP Permit, the Consultant shall prepare and submit the MMR, which will summarize “*the methane gas monitoring results and any action taken resulting from the gas levels exceeding the specified limits during the previous 12 months as a supplement to the facility Annual water Quality Report, as defined in subrule 113.10(10).*”

The Consultant shall address comments or concerns that the DNR has identified in past groundwater reporting as part of the AWQR and its supplemental reports.

No regular sampling is expected to be performed by the Consultant. The City will provide results of monthly and quarterly monitoring to the Consultant as part of this task.

The consultant firm awarded a contract will not be responsible for preparation of the AWQR for reporting year 2019, due February 28, 2020.

#### Task 2 – Annual Sampling Assistance

Groundwater sampling assistance includes the preparation of an inventory of sampling parameters by well number for the spring (April) and fall (October) sampling events. The Consultant will provide this inventory by the middle of month preceding the sampling event.

#### Task 3 – Title V Annual Compliance Certification Report

The Consultant will prepare an annual compliance certification report. In accordance with the General Condition, IV.G.4 of the Title V Operating Permit, *“by March 31 of each year, the permittee shall submit compliance certifications for the previous calendar year. The certifications shall include descriptions of means to monitor the compliance status of all emissions sources including emissions limitations, standards, and work practices in accordance with applicable requirements. The certification for a source shall include the identification of each term or condition of the permit that is the basis of the certification; the compliance status; whether compliance was continuous or intermittent; the method(s) used for determining the compliance status of the source, currently and over the reporting period consistent with all applicable department rules. For sources determined not to be in compliance at the time of compliance certification, a compliance schedule shall be submitted which provides for periodic progress reports, dates for achieving activities, milestones, and an explanation of why any dates were missed and preventive or corrective measures. The compliance certification shall be submitted to the administrator, director, and the appropriate DNR Field office. 567 IAC 22.108 (15)e”* The City will provide operational and monitoring data as needed to complete this task.

#### Task 4 – Title V Semi-Annual Monitoring Report

In accordance with the General Condition, IV.G.5 of the Title V Operating Permit, the Consultant will prepare the semi-annual monitoring report *“by March 31 and September 30 of each year, the permittee shall submit a report of any monitoring required under this permit for the 6-month periods of July 1 to December 31 and January 1 to June 30, respectively. All instances of deviations from permit requirements must be clearly identified in these reports, and the report must be signed by a responsible official, consistent with 567 IAC 22.107(4). The semi-annual monitoring report shall be submitted to the director and the appropriate DNR Field office. 567 IAC 22.108 (5)”*

The Consultant shall address comments or concerns that the DNR has identified in past Title V semi-annual monitoring reporting as part of this task.

No regular sampling is expected to be performed by the Consultant. The City will provide results of monthly and quarterly monitoring to the Consultant as part of this task. The City will provide other operational data as needed to complete this task.



#### Task 5 – Title V Annual Emissions Inventory

The Consultant will prepare an annual emissions inventory. In accordance with the General Condition, IV.G.6.3 of the Title V Operating Permit, “*the emissions inventory shall be submitted annually by March 31 with forms specified by the department documenting actual emissions for the previous calendar year.*”

The Consultant will utilize the DNR’s State and Local Emissions Inventory System (SLEIS) to compile and submit the inventory data.

The City will provide operational and monitoring data as needed to complete this task.

#### Task 6 –Semi-Annual LFGCS Operating Report

The Consultant will prepare two semi-annual LFGCS Operating Reports. These reports will comply with the reporting requirement specified in 40 CFR 63.1980(a), which requires submittal of the 40 CFR 60.767(g) annual report every six months. The report should address each of the individual items in specified in 40 CFR 60.767(g)(1) through (g)(7) and 40 CFR 60.768(c)(1)(i). It should be noted that the existing Title V Operating Permit lists New Source Performance Standards (NSPS) Subpart XXX as the governing rule for the Facility. Previously, NSPS Subpart WWW was the governing rule. Some overlap, namely oxygen exceedances defined by WWW (but not XXX) should still be considered per WWW in effort to maintain compliance with both rules. The Consultant will use the EPA’s Electronic Reporting Tool (ERT) for submittal of the report. The City will provide operational and monitoring data as needed to complete this task.

#### Task 7 – Annual GHG Reporting

The Consultant will prepare the annual GHG reporting in accordance with the requirements in 40 CFR 98.3; other portions of 40 CFR 98 Subpart A, General Provisions; 40 CFR 98 Subpart C, General Stationary Fuel Combustion Sources; and 40 CFR 98 Subpart HH, Municipal Solid Waste Landfills. The Consultant will utilize EPA’s electronic Greenhouse Gas Reporting Tool (e-GGRT) for submittal of the report. The City will provide operational and monitoring data as needed to complete this task.

#### Task 8 – Air Compliance Data Collection Assistance

As part of the annual services for the Facility’s air regulatory compliance, the Consultant will maintain, update, upgrade, and otherwise support the Facility’s gas well data collection and reporting software system. This software system will need to collect data from the existing infrastructure within the Facility’s Supervisory Control and Data Acquisition (SCADA) System. This infrastructure includes the flare, four solar panel-operated systems, and thirteen pneumatically-operated systems at gas extraction wells. Respondents should be clear if they will continue to utilize the existing system (developed by Barker Lemar Engineering Consultants) or provide an alternate system. The hardware and software requirements for the respondent’s proposed system should be detailed enough in the response to this RFP in order that City staff can determine what requirements the City’s Information Technology Service (ITS) staff must support in its implementation.

### Task 9 – Annual Financial Assurance Cost Estimates

Each year, the Consultant will prepare a detailed third-party estimate of the costs for closure and post-closure of the Facility in accordance with 567 IAC 113.14(3)c and 567 IAC 113.14(4)c. These detailed written estimates, in current dollars, will be certified by an Iowa-licensed professional engineer. These estimates will account for all of the costs associated with implementing the currently approved Closure and Post-Closure Plan developed by Howard R. Green, December 10, 2012 (revised, Doc DNA #75179) or revised versions of these plans made during this project.

### Task 10 – Annual Landfill Volumetrics, Site Topographic Survey, and Airspace Analysis Report

The Consultant will perform a topographical survey of the active and open cells of the Facility, including Cells FY95, FY96, FY98, FY02, FY06, FY09, FY18, and any future cells opened within the timeframe of this project. The Consultant will generate an AutoCAD Civil 3D surface from the survey. If an aerial flyover survey is conducted, the aerial imagery will be provided to the City. The information collected during the survey will be provided to the City in AutoCAD using the Iowa State Plane South Coordinate System.

The resulting survey will be compared to the prior year's survey to determine the volume of airspace consumed over the past twelve months. The resulting survey will also be compared to the currently approved Closure Plan developed by Howard R. Green, December 10, 2012 (revised, Doc DNA #75179) or revised versions of these plans made during this project. The results of these analyses will be summarized in an annual airspace analysis report. The report will determine the compaction rate for the past fiscal year and estimate the remaining capacity and life span of the active, open, and future cells. The overall capacity of the Facility and the capacity of the open and active cells will be determined. The City will provide information on past analyses, the landfill cells, and the closure plan for the Consultant to utilize.

As part of this task, the Consultant will assist the City in maintaining a master site plan of the Facility in AutoCAD. During this task, the Consultant will update the Facility Master Site Plan including, but not limited to: addition of new infrastructure (gas wells, groundwater wells, underground pipes, etc.), changes to cells, and other Facility revisions.

### Task 11 – Title V Annual Fee Payment Assistance

The Consultant will assist the City in submittal of the annual fee payment to the DNR for the Title V Operating Permit by preparing and submitting the SLEIS Form 5.0 – Title V Annual Emissions Fee Payment with an accompanying cover letter.

### Task 12 – Semi-Annual Water Quality Notification

Within fourteen days after obtaining results of the statistical analyses following the semi-annual groundwater sampling events, any Statistically Significant Increases (SSIs) and Statistically Significant Levels (SSLs) will be reported to the DNR as required in 567 IAC 113.10(5)c(1) and 567 IAC 113.10(6)d(1). In accordance with the requirements in 567 IAC 113.10(5) and 567 IAC 113.10(6), the Consultant will prepare this correspondence to report any SSI or SSL results and

the associated statistical evaluation. These results will also be provided to the DNR in the subsequent AWQR. Therefore, this task has overlap with Tasks 1 and 2, which should be considered in the respondent's submittal.

#### Task 13 – Annual Training

The Consultant will provide up to one day of training annually on the Facility's Plans or Standard Operating Procedures (SOPs). The Plans and SOPs considered include, but are not limited to the: Landfill Gas Monitoring Plan, Leachate Management Plan, Fire Management Plan, Gas Emissions Monitoring (GEMs), Surface Emissions Monitoring (SEMs), and Surface Integrity Monitoring. This task should be coordinated with the amendment and renewal tasks for the SDP Permit, as described in Tasks 15 and 16 below.

#### Task 14 – ACM Assistance

Due to past SSLs, an ACM has been initiated. The Consultant will assist the City with the following in regards to the current ACM:

- Completion of the ACM Report, which is due to the DNR on December 31, 2020
- Participate in the public meeting within 60 days of DNR's approval of the ACM Report
- Development of the Correctives Action Plan (CAP) within 60 days of holding the public meeting. The CAP will select a remedy, evaluate that remedy, and develop a schedule for initiating and completing the remedial activities in accordance with 567 IAC 113.10(8)b-d.

#### Task 15 – SDP Permit Amendment

The City is working through an expansion of the landfill into a parcel north and east of the oldest cells at the Facility. The expansion cell would impact about 0.88 acres of wetlands on that parcel. Outside this Scope of Services, a Joint Application is being submitted to the United States Army Corps of Engineers and the DNR concerning the impacts to these wetlands. Following determination by these agencies, the Consultant will assist the City with a permit amendment associated with the Northeast Expansion. The Facility Plans and SOPs will be reviewed and revised as needed by the Consultant associated with the permit amendment process. The Plans and SOPs to be reviewed and revised as needed, include, but are not limited to the: Development and Operations (DOPS), Emergency Response and Remedial Action Plan (ERRAP), Closure and Postclosure Plan, Landfill Gas Monitoring Plan, Leachate Management Plan, Fire Management Plan, Gas Emissions Monitoring (GEMs), Surface Emissions Monitoring (SEMs), and Surface Integrity Monitoring.

#### Task 16 – SDP Permit Renewal

In 2022, the Consultant will prepare the SDP Permit Renewal Application for the City in accordance with the DNR Solid Waste Section's requirements outlined in the Iowa DNR Municipal Solid Waste Landfill Permit Application Form 50. The associated plans and SOPs (examples are listed in Task 15 above) will be reviewed and revised as needed by the Consultant associated with the permit renewal process.

### Task 17 – Title V Operating Permit Renewal

The Consultant will prepare the Title V Operating Permit Application for the City in accordance with the DNR Air Quality Bureau’s requirements outlined in the Iowa Title V Operating Permit Application Instructions, revised July 2017.

### Task 18 – Hourly General Consulting Services

The Consultant will include additional resources for general environmental compliance or engineering services including, but not limited to: onsite troubleshooting, compliance documents, correspondence with agencies, coordination with agencies, and other engineering services. This task will be performed as needed and directed by the City at the standard fee rates provided up to \$10,000 per twelve months of the project.

### **SCHEDULE FOR COMPLETION OF SERVICES**

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The Consultant will complete the deliverables of each task in accordance with the following schedule:

- |  |  |
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| 1. AWQR  | by February 28 each year   |
| a. LCSPER  | with AWQR  |
| b. MMR   | with AWQR (by May 31 each year)  |
| 2. Groundwater Sampling Assistance   | by March 15 and September 15   |
| 3. Title V Annual Compliance Certification Report                                      | by March 31 each year  |
| 4. Title V Semi-Annual Monitoring Reports  | by March 31 and September 30   |
| 5. Title V Annual Emission Inventory   | by March 31 each year  |
| 6. Semi-Annual LFGCS Operating Reports   | by March 31 and September 30   |
| 7. Annual GHG Reporting  | by March 31 each year  |
| 8. Air Compliance Data Collection Assistance   | as needed on an annual basis   |
| 9. Annual Financial Assurance Cost Estimates   | Estimates to the City by February 15 (to DNR by April 1) each year   |
| 10. Annual Landfill Volumetrics, Site Topographic Survey, and Airspace Analysis Report | survey completed as close to the end of June as possible, each year<br>report completed by August 31 each year |
| 11. Title V Annual Fee Payment Assistance  | by June 30 each year   |
| 12. Semi-Annual Water Quality Notification   | within 14 days after obtaining results of statistical analyses following sampling events                       |
| 13. Annual Training  | Once per year  |
| 14. ACM Assistance   | ACM Report due December 31, 2020<br>Public Meeting – Spring 2021<br>CAP – Summer 2021                          |
| 15. SDP Permit Amendment   | second half of 2020  |
| 16. SDP Permit Renewal   | Application Deadline October 10, 2022<br>Permit Expires January 8, 2023  |
| 17. Title V Operating Permit Renewal   | Application Deadline is January 22, 2023<br>Permit Expires July 22, 2023                                       |
| 18. Hourly General Consulting Services   | As needed  |

The detailed schedule for development of draft documents should be included in the response as described in Submittal Contents – Project Schedule Section of this RFP.

**APPENDIX A – CONSULTANT AGREEMENT**

## Consultant Agreement

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Iowa City, a municipal corporation, hereinafter referred to as the City and \_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as the Consultant.

**INSERT BRIEF PROJECT DESCRIPTION BEGINNING WITH “WHEREAS”**

Now Therefore, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

### **I. Scope of Services**

Consultant agrees to perform the following services for the City, and to do so in a timely and satisfactory manner.

**INSERT DESCRIPTION OF SCOPE OF SERVICES**

### **II. Time of Completion**

The Consultant shall complete the following phases of the Project in accordance with the schedule shown.

**INSERT SCHEDULE OF SERVICES**

### **III. Compensation for Services**

**INSERT DESCRIPTION OF COMPENSATION**

#### **IV. General Terms**

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
  - 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
  - 2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
- B. Should the City terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "not-to-exceed" amount listed in Section IV. The City may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant.
- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be without the written consent of all Parties to said Agreement.
- D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.
- E. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Party to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Iowa City, Iowa.
- G. At the request of the City, the Consultant shall attend meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance.
- H. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for the City's use of such documents on other projects.



- I. The Consultant agrees to furnish all reports, specifications, and drawings, with the seal of a professional engineer affixed thereto or such seal as required by Iowa law.
- J. The City agrees to tender the Consultant all fees in a timely manner, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for the City to withhold payment of the amount sufficient to properly complete the Project in accordance with this Agreement.
- K. Should any section of this Agreement be found invalid, it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.
- L. Original contract drawings shall become the property of the City. The Consultant shall be allowed to keep reproducible copies for the Consultant's own filing use.
- M. Fees paid for securing approval of authorities having jurisdiction over the Project will be paid by the City.
- N. Upon signing this Agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this Agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.
- O. Indemnification.
  - 1. To the full extent permitted by law, Consultant agrees to defend, indemnify, and hold harmless the City against any and all claims, demands, suits, loss, expenses, including attorney's fees, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, caused by Consultant's negligent acts, errors or omissions in performing the work and/or services provided by Consultant to the City pursuant to the provisions of this Agreement.
  - 2. Consultant assumes full responsibility for any and all damage or injuries which may result to any person or property by reason of Consultant's negligent acts, errors or omissions in connection with the work and/or services provided by Consultant to the City pursuant to this Agreement, and agrees to pay the City for all damages caused to the City's premises resulting from the negligent acts, errors or omissions of Consultant.
  - 3. The Consultant's obligation to indemnify the City shall not include the obligation to indemnify, hold harmless, or defend the City against liability,

claims, damages, losses, or expenses, including attorney fees, to the extent caused by or resulting from the negligent act, error, or omission of the City.

4. For purposes of this paragraph, the term "Consultant" means and includes the Consultant, its officers, agents, employees, sub-consultants, and others for whom Consultant is legally liable, and the term "City" means and includes the City of Iowa City, Iowa its Mayor, City Council members, employees, and volunteers.

P. Insurance

1. The Consultant agrees at all times material to this Agreement to have and maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors and omissions in the sum of \$1,000,000 Per Claim, \$1,000,000 Annual Aggregate, or a \$1,000,000 Combined Single Limit. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause (endorsement) shall be added.
2. Consultant agrees to provide the City a certificate of insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Consultant's insurer. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice.

Q. Standard of Care.

1. The Consultant shall perform services for, and furnish deliverables to, the City pertaining to the Project as set forth in this Agreement. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.
2. Consultant represents that the Services and all its components shall be free of defects caused by negligence; shall be performed in a manner consistent with the standard of care of other professional service providers in a similar Industry and application; shall conform to the requirements of this Agreement; and shall be sufficient and suitable for the purposes expressed in this Agreement.
3. All provisions of this Agreement shall be reconciled in accordance with the generally accepted standards of the Engineering Profession.

4. Consultant's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Consultant.

R. There are no other considerations or monies contingent upon or resulting from the execution of this Agreement, it is the entire Agreement, and no other monies or considerations have been solicited.

S. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa. Any legal proceeding instituted with respect to this Agreement shall be brought in a court of competent jurisdiction in Johnson County, Iowa. The parties hereto hereby submit to personal jurisdiction therein and irrevocably waive any objection as to venue therein, including any argument that such proceeding has been brought in an inconvenient forum.

For the City

For the Consultant

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by:

\_\_\_\_\_

City Attorney's Office

\_\_\_\_\_

Date

**APPENDIX B – CITY OF IOWA CITY WAGE THEFT POLICY**

## CITY OF IOWA CITY WAGE THEFT POLICY

It is the policy of the City of Iowa City, as expressed by City Council Resolution No. 15-364 adopted on November 10, 2015, not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. (hereinafter “Wage Theft Policy”)

**I. Application.** The Wage Theft Policy applies to the following:

- a. Contracts in excess of \$25,000 for goods, services or public improvements.
- b. Contracts for discretionary economic development assistance. “Discretionary” economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.

**II. Exceptions.** The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City’s purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

**III. Affidavit.** The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and provide it to the Contracting Department prior to the execution of the contract.

Contract provision: Any contract to which this policy is applicable will include the following contract provision: If the City becomes aware that a person or entity (including an owner of more than 25% of the entity) has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, within the five (5) year period prior to the award or at any time after the award, such violation shall constitute a default under the contract.

**IV. Waivers.** If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy it may submit a request in writing indicating that one or more of the following actions have been taken:

- a. There has been a bona fide change in ownership or control of the ineligible person or entity;
- b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);
- c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
- d. Other factors that the person or entity believes are relevant.

The City Manager or Designee shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation if warranted and determine whether a reduction in the ineligibility period or waiver is warranted. Should the City Manager or Designee determine that a reduction or waiver of the ineligibility period is warranted the City Manager or Designee shall make such recommendation to the City Council. The City Council will make a final decision as to whether to grant a reduction or waiver.

Any objection that your company has regarding this policy must be stated in the space provided below. If your company is in agreement with this policy and is able to uphold the policy, provide a statement in the space provided below.

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Signature of Company Representative

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Date