

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JUNE 3, 2019
5:00 PM**



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

AGENDA

- A. Pledge of Allegiance
- B. Consideration of Changes in Agenda and Setting the Agenda
- C. Disclosure by City Council Members
- 1. Hear the Public
- 2. Consent Agenda
 - A. Resolution No. 67-R-2018-2019 To Approve Consent Agenda
 - B. Buy Local Information
 - C. SLPD Code Enforcement Summary
 - D. Motion Authorizing a Noise Variance for the Central Bank Outdoor Movie
 - E. Authorizing a Noise Variance and Food Sales for an Iglesia Centro de Vida Outdoor Worship Service
 - F. Approve Easement Agreement and Payment to Sharen Peters
 - G. Agreement with the Iowa Department of Transportation for Pavement Reconstruction on Oneida St., from Milwaukee Avenue south .40 Miles to East Railroad (Oneida Street Reconstruction Project Phase One)
- 3. Motion to Approve Primary Tow Service Agreement for the Storm Lake Police Department with Storm Lake Towing
- 4. Public Hearing for Plans, Specs and Form of Contract for the Casino Lift Stat Odor Control Project
- 5. Resolution No. 68-R-2018-2019 Approving Plans, Specs and Form of Contract and Awarding Contract for the Casino Lift Station Odor Control Project
- 6. Capital Improvement Request For The Purchase And Installation Of Docks At The Storm Lake Marina
- 7. City Council Requested Items
- 8. Adjourn

Meeting Protocol

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.
3. Please keep your remarks to three (3) minutes or less.
4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

**If you have concerns about any of the items on the consent agenda, they may be separated from the consent agenda and voted on individually.*

***Ordinances may be read at three consecutive meetings or readings may be waived and ordinances may be passed at only one or two meetings.*



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@Storm_Lake



Find us on the Web at <http://www.stormlake.org>

Staff Summary

6/3/2019

Agenda Item # B.



City of Storm Lake
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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

6/3/2019

Agenda Item # C.



City of Storm Lake
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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

6/3/2019

Agenda Item # A.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
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REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Resolution No. 67-R-2018-2019 To Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the May 20, 2019 City Council Minutes
- Appoint Di Daniels to the Civil Service Commission Term to Expire July 1, 2021
- Approve the Code Enforcement Summary (see attached staff summary)
- Approve Noise Variance for the Central Bank Outdoor Movie
- Approve Noise Variance and Food Sales For Worship Service
- Approve Easement Agreement and Payment with Sharen Peters
- Approve Agreement with the Iowa Department of Transportation for Pavement Reconstruction on Oneida Street Reconstruction Project Phase One

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$ 215,675.05
- King's Pointe & Sunrise Pointe Golf Course Bills - \$121,010.24

RECOMMENDATION: Resolution No. 67-R-2018-2019 Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ Minutes - May 20, 2019	Minutes

- Di Daniels Application
- Resolution No. 67-R-2018-2019

Application
Resolution



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 05/23/2019 - 06/05/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Control Systems Specialists, LLC	BVC	Replace Fan & Duct Work in Headworks Buildi	2,746.29
Power Solutions, Inc	BVC	Outlet Repairs	99.35
Control Systems Specialists, LLC	BVC	Boiler Chemical Removal	98.50
Buena Vista County Solid Waste	BVC	Recycling	49.92
	BVC Total:	2,994.06	
Contract/Agreement			
Storm Lake Development Group, LLC	Contract/Agreement	FY2019 TIF Rebate	34,848.07
10th Street Townhomes LLLP	Contract/Agreement	FY2019 TIF Rebate	26,773.22
Lakes Investment Group, LLC	Contract/Agreement	FY2019 TIF Rebate (Final)	14,956.39
Storm Lake Affordable Partners, LLC	Contract/Agreement	FY2019 Rebate	14,546.08
Emmons & Olivier Resources, Inc	Contract/Agreement	Design Services through 5/24/2019	2,119.50
	Contract/Agreement Total:	93,243.26	
Local			
Bomgaars Supply, Inc	Local	Supplies	2,082.14
Wiese Plumbing & Heating, Inc	Local	Water Heater Replacement	1,612.73
Edwards Storm Lake	Local	Seat Cover	1,221.66
Bargloff & Company	Local	Waste Pack Seals	970.39
Arnold Motor Supply, LLP	Local	Supplies	678.26
Edwards Storm Lake	Local	AC Repairs/Seat Cushion	653.22
Wiese Plumbing & Heating, Inc	Local	Pipe Repairs	608.32
Stanton Electric, Inc	Local	Add Power Outlet @ Frank Starr	517.03
Philip E Havens	Local	2nd Quarter 2019 Council Meetings	500.00
Crescent Electric Supply Company	Local	LED Trail Lights	901.66
Reding's Gravel & Excavating Co., Inc	Local	Rock	399.01
Stanton Electric, Inc	Local	Site Electrical Repairs	344.83
Qwest Corporation	Local	May 2019 Phone Service	205.08
Rent-All, Inc	Local	Scaffolding Rental	186.00
Storm Lake Ace Hardware	Local	Supplies	177.97
Garbage Hauling Service Inc	Local	2nd Quarter 2019 Garbage Services	161.25
Wiese Plumbing & Heating, Inc	Local	Restroom Repairs	140.00
Hy-Vee, Inc	Local	Supplies	137.77
Deere Credit, Inc	Local	Blade	122.64
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	90.17
WalMart #01-1526	Local	Supplies	73.78
Color-ize Inc	Local	Window Decals	71.50
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Iowa Office Supply Inc	Local	Office Supplies	61.87
Wede Lock Service	Local	Door Repairs for Witter Gallery	50.00
McCrea Eneterprises	Local	Paint	48.75
Storm Lake Hearing Aid Service, Inc	Local	Pure Tone Audometric Evaluation	42.00
Iowa Office Supply Inc	Local	Office Supplies	26.67
Vetter Equipment	Local	Fittings	26.40
Michael Reinert	Local	Excavator Repairs	20.00
Iowa Office Supply Inc	Local	Envelopes	13.96
Storm Lake Hydraulics Co, Inc	Local	Pipe Reducer	8.12
JSC Inc	Local	Water Supplies	7.58
Fareway Stores, Inc	Local	Distilled Water	2.97
Fastenal Company	Local	Fasteners	0.46
	Local Total:	12,230.58	
Non-Local			
VW Dock Company	Non-Local	40 Replacement Dock Sections & Benches	22,275.00
Ryan Stalert	Non-Local	Library Meeting Room Design Services	8,852.00

My Buy Local_v1

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Upper Des Moines Opportunity	Non-Local	FY2019 Outside Agency Funding	7,000.00
Regional Transit Authority	Non-Local	FY2019 Remaining Funding Request	6,729.00
Mississippi Lime Company	Non-Local	Lime	21,216.28
Utility Supply of America, Inc	Non-Local	Hitch Flushing Unit & Flushing Elbow	4,324.98
H-O-H Water Technology, Inc	Non-Local	Polymer	7,333.50
Neat Brands, LLC	Non-Local	New Drone	3,537.00
Utility Equipment Co	Non-Local	Blair	2,192.43
Utility Supply of America, Inc	Non-Local	Choride Tablets	1,895.00
Schoon Construction & Excavation, LLC	Non-Local	Water Main Break Repairs	1,825.36
Iowa Department of Transportation	Non-Local	Signs, Sleeves, and Anchors	1,580.75
Ahlers & Cooney, P.C.	Non-Local	Legal Service- KP ADA	1,575.00
Siouxland Turf Products	Non-Local	Chemicals	1,544.25
Sioux City Foundry Company	Non-Local	Rebar	1,335.00
Midwest Fence & Gate Company	Non-Local	Installation of 4' Door	1,073.86
Old Dominion Brush Company	Non-Local	Brushes	837.88
Crysteel Truck Equipment, Inc	Non-Local	Cylinder	705.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	507.15
Pitney Bowes Inc	Non-Local	5/16/2019 Postage	505.00
Tyler Technologies, Inc	Non-Local	Executime Conversion	468.75
Pattlen Enterprises, Inc	Non-Local	Mower Supplies	394.86
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	624.60
Mid Iowa Fountain Service	Non-Local	Case Assembly & Power Cord	254.06
Rice Signs LLC	Non-Local	Signs	248.00
BlueTarp Financial, Inc	Non-Local	Light Bar for Mini Pumper	239.99
Siouxland Turf Products	Non-Local	Chemicals	216.25
International Association of Fire Chiefs	Non-Local	FY2019 Membership	215.00
American Underground Supply, LLC	Non-Local	Traffic Cones	203.45
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	195.50
Jeff Koenig	Non-Local	Portable Toilet Delivery & Rental	180.00
Midwest Tape, LLC	Non-Local	DVDs	178.41
Iowa Division of Labor	Non-Local	Boiler Inspection	160.00
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	154.46
Aerial Seven Logo Maps	Non-Local	Aerial Maps of Storm Lake	150.00
Ed M. Feld Equipment Company, Inc	Non-Local	Badges	136.40
Iowa Division of Labor	Non-Local	Annual Boiler Inspection- Memorial	135.00
W. W. Grainger, Inc	Non-Local	Gauge & Grease	86.39
Iowa Lakes Regional Water	Non-Local	Water Service	77.76
Auditor State of Iowa	Non-Local	FY2017 Additional Audit Filing Fee	75.00
Municipal Supply, Inc	Non-Local	Battery	65.94
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	65.60
Evertex, Inc	Non-Local	July 2019 Internet Service	62.07
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	61.70
Houchen Bindery, Ltd	Non-Local	Supplies	60.00
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	83.00
Recorded Books, LLC	Non-Local	CDs	35.99
Brodart Co.	Non-Local	Books	64.82
Recorded Books, LLC	Non-Local	CDs	63.00
Brodart Co.	Non-Local	Books	22.70
Ingram Library Services, Inc	Non-Local	Books	262.09
UPS	Non-Local	Shipping	18.15
Brodart Co.	Non-Local	Books	17.70
Ingram Library Services, Inc	Non-Local	Books	17.43
Northwest Iowa League of Cities	Non-Local	5/18/2019 Meeting Registration	15.00
Ingram Library Services, Inc	Non-Local	Books	14.25
Brodart Co.	Non-Local	Books	13.78
Ingram Library Services, Inc	Non-Local	Books	13.66
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	12.76
Brodart Co.	Non-Local	Books	12.59
Ingram Library Services, Inc	Non-Local	Books	6.41
Barnes & Noble Booksellers, USA Inc	Non-Local	Books Returned	-36.00
Non-Local Total:		102,190.96	

My Buy Local_v1**Payment Date Range: 05/23/2019 - 06/05/2019**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Payroll/Refunds			
Nola Carlson	Payroll/Refunds	3/7/2019 Water Break Reimbursement	734.66
Custodian of Petty Cash	Payroll/Refunds	April 2019 Postage	185.16
Tyler Gibbins	Payroll/Refunds	TIF Administration Workshop	42.92
Ruth Freese	Payroll/Refunds	April 2019 Homebound Deliveries	13.08
Mike Solem	Payroll/Refunds	Nuisance Abatement Training- Solem	5.00
	Payroll/Refunds Total:	980.82	
	Grand Total:	211,639.68	

Operating

King's Pointe Resort

From 5/16/2019 to 5/29/2019

Vendor	Description	Amount
Hospitality Management Systems	Services	373.75
Jesse Wipperling	Entertainment	850.00
Long Lines LLC	Utilities	2,925.92
Mediacom	Utilities	472.90
Storm Lake Ace Hardware	Supplies	628.00
Oracle America, Inc.	Services	1,510.00
Weigand Omega Management Payroll	Payroll	84,119.76
Bev Miller	Refund	200.00
Lauren Yearous	Refund	200.00
Speed's Auto Supply Inc.	Services	15,000.00
Hyvee	Beverages	1,072.34
Martin Brothers	Beverages	11,176.71
Doll Distributing	Beverages	1,783.93
Johnson Brothers	Beverages	267.10
Shift4	Services	122.43
Mistress Brewing	Beverages	307.40
		<u>\$121,010.24</u>

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
MAY 20, 2019 5:00 P.M.**

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, Kevin McKinney, and Bruce Engelmann. Absent: none.

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Assistant Police Chief Chris Cole, Fire Chief Mike Jones, Building Official Scott Olesen, Library Director Elizabeth Huff, Public Service Supervisor Scott Bonebrake, Finance Director Brian Oakleaf, and Deputy City Clerk Nelda Kirkholm.

Mayor Porsch called the meeting to order at 5:00pm.

Pledge of Allegiance

Agenda – Moved by Council Member Smith to approve setting the Agenda as presented. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Disclosure by City Council Members – none

Hear the Public - none

Consent Agenda – Moved by Council Member Smith to approve the consent agenda which includes list of bills, king's pointe and sunrise pointe disbursements, May 6, 2019 City Council minutes, renewal liquor license for La Juanita, Valetina's Meat Market, and Storm Lake Whitecap all contingent of background and dram shop submittal, noise variance for Summit Church of Alta, IA for Thursday, May 30, 2019 from 3:00 pm until 9:00 pm at Sunset Park, authorizing Fire Department eligibility list for the rank of Lieutenant promoting Fire Fighter Fevold and approve the code enforcement summary. Seconded by Council Member McKinney. Vote: All ayes. Motion carried

King's Pointe Update – Jason Bjerk, King's Pointe Manager and Rodney Walters, new Restaurant Manager updated the City Council of King's Pointe operations.

Oneida Street Reconstruction Project - Moved by Council Member Ibarra to approve contract with Bolton & Menk for 2020 Street & Utility Improvements for the Oneida Street Reconstruction Project Phase One. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

Vacate – Mayor Porsch opened the Public Hearing on a proposed vacation of a part of platted Lakeshore Drive (now Designated North Emerald Drive) Right-Of-Way adjacent to Lots 1, 2, and 3 in Block 1 of Whitney Pierce Beach. Council Member McKinney shared his concern with vehicles turning around being more difficult and he rather not have the City start selling city right of way. Hearing no additional comments the Mayor then closed the hearing.

Moved by Council Member Ibarra to pass 1st reading of Ordinance No. 08-O-2018-2019 Vacating the North Emerald Drive. Seconded by Council Member Engelmann. Roll call vote:

Ayes – Council Member Engelmann and Smith; Nays – Council Member McKinney, Rice, and Ibarra. Motion failed.

Moved by Council Member Ibarra to deny adopting Resolution No. 66-R-2018-2019 for the proposed sale of North Emerald Drive Ten-Foot Wide Strip and setting a hearing. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

Storm Water Work Session - Keri Navratil presented to the council the Storm Water Infrastructure maintenance plan.

4th and Oates Project - Moved by Council Member Engelmann to approve purchase from the Storm Lake Community School District of 12,269 sq. ft. of land in the amount of \$99,992.35. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

City Council Requested Items – None at this time

Council Member McKinney mentioned that the traffic lights look very nice.

Adjournment – Moved by Council Member Ibarra to adjourn the meeting at 6:00 pm. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

ATTEST:

Michael Porsch, Mayor

Mayra A. Martinez, City Clerk



**APPLICATION FOR APPOINTMENTS
TO STORM LAKE BOARDS & COMMISSIONS**

City of Storm Lake
P.O. Box 1086, 620 Erie Street
Storm Lake, IA 50588
Phone #712-732-8000
Fax #712-732-4114
www.stormlake.org

PERSONAL DATA

Daniels Last Name Di First Name B Middle Initial
1624 W 6th St Address Storm Lake City IA State 51041 Zip Code
NA Home Phone # NA Business Phone # 712 299 9863 Cell Phone # didaniels2009@gmail.com E-mail Address:
Seasons, Prairie Lakes Employer Interpreter (part time) Occupation

How long have you lived in Storm Lake? 10 years

List any volunteer/civic/community activity in which you have been involved in:

SALUD multicultural Health Coalition, Our Place, UCHC board
member, Community Ed, BV County Coalition, Food Security events,
deacon at Lakeside Presby.

Please check the following City boards or commissions to which you would like to be appointed:

- | | | |
|--|---|---|
| ☐ Airport Commission | ☐ 911 Board | ☐ ADA Committee |
| ☐ Airport Board of Adjustment | ☐ Board of Appeals | ☐ Mayor's Committee on |
| ☐ Band Trustees | ☐ Library Board (6 yrs) | ☐ Parks, Trails, and Urban |
| ☐ Board of Adjustment (5 yrs) | ☐ Landfill Commission | ☐ Forest |
| ☐ Cemetery Board | ☐ Planning & Zoning Commission | |
| ☒ Civil Service Commission (4 yrs) | ☐ Storm Water Advisory | |

All of the above boards & commissions have a 3-year term unless otherwise stated.

Why do you want to serve on this board or commission?

I have not yet served on a city board or commission in
Storm Lake and would like to be involved & become
more acquainted with city gov't.

In accordance with Iowa Code Chapter 362 the City must determine what relationships or transactions you may have or potentially have with the City of Storm Lake prior to your appointment to a Board or Commission. In order to do this we must ask you to answer the following questions.

Do you or any immediate family member own or are part owners of a business doing business with the City of Storm Lake?

☐ Yes ☒ No

If so, name of the business and the percentage you or immediate family member own?

Are you employed by any business doing business with the City of Storm Lake? ☒ Yes ☐ No

If Yes:

What is the name of the Business: Seasons Center, Prairie Lakes AEA

Is your salary/bonus determined by financial performance of the company or do you receive a commission?

☐ Yes ☒ No

I certify that the above answers are correct and true.


Signature

May 31, 2019.
Date

"Appointments to City Boards and Commissions are made by the Storm Lake Mayor and confirmed by the City Council."

Please return the completed form to:

City Clerk
City of Storm Lake
P.O. Box 1086
Storm Lake, IA 50588

If you should have any questions, feel free to contact City Administration at 732-8000.

RESOLUTION NO. 67-R-2018-2019

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE,
IOWA:

To approve the Consent Agenda which includes a list of bills, list of King's Pointe and Sunrise Pointe Golf Course bills and to prorate to the appropriate funds.

To further approve the minutes as presented to the Council for the May 20, 2019 Regular City Council Minutes

To further appoint Di Daniels to the Civil Service Commission with term to expire July 1, 2021.

To further approve the Code Enforcement Summary information

To further approve Noise Variance for an outdoor movie sponsored by Central Bank to be held at the Band Shell in Sunset Park on Saturday, August 3, 2019 at 8:30 pm. The Variance request is for 8:30 pm until 11:30 pm.

To further approve Noise Variance and Food Sales for Worship Service for an outdoor Evangelistic Event in Sunset Park scheduled for Sunday, June 23, 2019 from 3:00 pm until 9:00 pm and Saturday, August 10, 2019 and Sunday, August 11, 2019 from 3:00 pm until 7:00 pm and to sell food in Sunset Park during the events requested.

To further approve authorizes the payment of \$5,000 for a permanent easement for 0.08 acres with Sharen Peter for installation and maintenance of the new storm sewer and manholes.

To further approve agreement with the Iowa Department of Transportation for Pavement Reconstruction on Oneida Street Reconstruction Project Phase One

PASSED AND APPROVED this 3rd day of June, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

6/3/2019

Agenda Item # B.



City of Storm Lake
PO Box 1086
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REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Buy Local Information**

BACKGROUND: Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and a provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for for both the City and King's Pointe's bills.

As the reader reviews the information they should note the following key notes:

- Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation
- Costs associated with travel is excluded from the calculation and %
- Costs associated with payroll is excluded from the calculation and %
- In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these
- Some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period)
- Local has been determined to be has an office front in the

area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

Calculated Expenses	
Payroll/Refunds/ Insurance	\$5,016.19
Contracts/Agreements	\$93,243.26
Local Businesses	\$12,230.58
Buena Vista County Business	\$2,994.06
Non-Local Business	\$102,190.96
Total Expenses	\$215,675.05
Please see attachment for supporting documents	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
 List of Bills	List of Bills
 Project Activity Report	List of Bills



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 05/23/2019 - 06/05/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
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Utility Equipment Co	Non-Local	Blair	2,192.43
Utility Supply of America, Inc	Non-Local	Choride Tablets	1,895.00
Schoon Construction & Excavation, LLC	Non-Local	Water Main Break Repairs	1,825.36
Iowa Department of Transportation	Non-Local	Signs, Sleeves, and Anchors	1,580.75
Ahlers & Cooney, P.C.	Non-Local	Legal Service- KP ADA	1,575.00
Siouxland Turf Products	Non-Local	Chemicals	1,544.25
Sioux City Foundry Company	Non-Local	Rebar	1,335.00
Midwest Fence & Gate Company	Non-Local	Installation of 4' Door	1,073.86
Old Dominion Brush Company	Non-Local	Brushes	837.88
Crysteel Truck Equipment, Inc	Non-Local	Cylinder	705.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	507.15
Pitney Bowes Inc	Non-Local	5/16/2019 Postage	505.00
Tyler Technologies, Inc	Non-Local	Executime Conversion	468.75
Pattlen Enterprises, Inc	Non-Local	Mower Supplies	394.86
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	624.60
Mid Iowa Fountain Service	Non-Local	Case Assembly & Power Cord	254.06
Rice Signs LLC	Non-Local	Signs	248.00
BlueTarp Financial, Inc	Non-Local	Light Bar for Mini Pumper	239.99
Siouxland Turf Products	Non-Local	Chemicals	216.25
International Association of Fire Chiefs	Non-Local	FY2019 Membership	215.00
American Underground Supply, LLC	Non-Local	Traffic Cones	203.45
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	195.50
Jeff Koenig	Non-Local	Portable Toilet Delivery & Rental	180.00
Midwest Tape, LLC	Non-Local	DVDs	178.41
Iowa Division of Labor	Non-Local	Boiler Inspection	160.00
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	154.46
Aerial Seven Logo Maps	Non-Local	Aerial Maps of Storm Lake	150.00
Ed M. Feld Equipment Company, Inc	Non-Local	Badges	136.40
Iowa Division of Labor	Non-Local	Annual Boiler Inspection- Memorial	135.00
W. W. Grainger, Inc	Non-Local	Gauge & Grease	86.39
Iowa Lakes Regional Water	Non-Local	Water Service	77.76
Auditor State of Iowa	Non-Local	FY2017 Additional Audit Filing Fee	75.00
Municipal Supply, Inc	Non-Local	Battery	65.94
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	65.60
Evertex, Inc	Non-Local	July 2019 Internet Service	62.07
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	61.70
Houchen Bindery, Ltd	Non-Local	Supplies	60.00
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	83.00
Recorded Books, LLC	Non-Local	CDs	35.99
Brodart Co.	Non-Local	Books	64.82
Recorded Books, LLC	Non-Local	CDs	63.00
Brodart Co.	Non-Local	Books	22.70
Ingram Library Services, Inc	Non-Local	Books	262.09
UPS	Non-Local	Shipping	18.15
Brodart Co.	Non-Local	Books	17.70
Ingram Library Services, Inc	Non-Local	Books	17.43
Northwest Iowa League of Cities	Non-Local	5/18/2019 Meeting Registration	15.00
Ingram Library Services, Inc	Non-Local	Books	14.25
Brodart Co.	Non-Local	Books	13.78
Ingram Library Services, Inc	Non-Local	Books	13.66
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	12.76
Brodart Co.	Non-Local	Books	12.59
Ingram Library Services, Inc	Non-Local	Books	6.41
Barnes & Noble Booksellers, USA Inc	Non-Local	Books Returned	-36.00
Non-Local Total:		102,190.96	

My Buy Local_v1**Payment Date Range: 05/23/2019 - 06/05/2019**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Payroll/Refunds			
Nola Carlson	Payroll/Refunds	3/7/2019 Water Break Reimbursement	734.66
Custodian of Petty Cash	Payroll/Refunds	April 2019 Postage	185.16
Tyler Gibbins	Payroll/Refunds	TIF Administration Workshop	42.92
Ruth Freese	Payroll/Refunds	April 2019 Homebound Deliveries	13.08
Mike Solem	Payroll/Refunds	Nuisance Abatement Training- Solem	5.00
	Payroll/Refunds Total:	980.82	
	Grand Total:	211,639.68	



Storm Lake, IA

Project Activity Report

By Project Number

Report Dates: 05/23/2019 - 06/05/2019

Project Number 01112-0019	Project Name WasteWater Treatment Facility Wetlands	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active	
Expenses					
Account Key 62100001-02	Account Name WWTP Engineering	Category Engineering - Engineering			Total Activity 628.00
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 06/03/2019	Description Design Services through 5/24/2019	Vendor Name Emmons & Olivier Resources, Inc	Item Number 01112-0019-30 Activity 628.00
				June Total:	628.00
				01112-0019 Total:	628.00
Project Number 01112-0021	Project Name 4th & Oats StormWater Improvements	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active	
Expenses					
Account Key 62100003-02	Account Name 4th & Oats Engineering	Category Engineering - Engineering			Total Activity 1,491.50
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 06/03/2019	Description Design Services through 5/24/2019	Vendor Name Emmons & Olivier Resources, Inc	Item Number 01112-0021-26 Activity 1,491.50
				June Total:	1,491.50
				01112-0021 Total:	1,491.50

Summary

Project Summary

Project Number	Project Name	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
01112-0019	WasteWater Treatment Facility Wetla	0.00	628.00	-628.00
01112-0021	4th & Oats StormWater Improvement	0.00	1,491.50	-1,491.50
Project Totals:		0.00	2,119.50	-2,119.50

Group Summary

Group	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
National Resiliency Disaster Grant Projects	0.00	2,119.50	-2,119.50
Group Totals:	0.00	2,119.50	-2,119.50

Type Summary

Type	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Federal/State Grant	0.00	2,119.50	-2,119.50
Type Totals:	0.00	2,119.50	-2,119.50

Staff Summary

6/3/2019

Agenda Item # C.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **SLPD Code Enforcement Summary**

BACKGROUND: 5-15-2019 through 5-28-2019

Total Contacts	63
Junk Vehicles	17
Tall Grass - Weeds	24
Accumulated Junk	12
Used Tires	3
Accumulated Trash	3
Hard Surface Parking	3
CCE	1
Citations	2

FISCAL IMPACT: None

RECOMMENDATION: No Action Necessary

Staff Summary

6/3/2019

Agenda Item # D.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing a Noise Variance for the Central Bank Outdoor Movie**

BACKGROUND: Attached to this summary is a written request for a Noise Variance for an outdoor movie sponsored by Central Bank to be held at the Band Shell in Sunset Park on Saturday, 8-3-2019 at 8:30pm. The Variance request is for 8:30pm until 11:30pm.

This event has gone very well in past years.

I will issue the Variance upon a receiving a consensus in the affirmative by the City Council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
 Permit	Permit

Mark Prosser

From: Judy Halder <jhalder@centralbankonline.com>
Sent: Thursday, May 16, 2019 3:04 PM
To: Mark Prosser
Subject: Noise variance

We will need another noise variance for August 3rd.
We will be doing a movie in Sunset Park on Saturday, August 3rd.
It will start at about 8:30 PM.
Thanks for your help.

Judy Halder
Assistant Cashier | Client Financial Services Manager
Central Bank
600 Lake Avenue
Storm Lake, IA 50588

☎ Phone: 712-732-2190
📠 Fax: 712-732-5049
✉ Email: jhalder@centralbankonline.com
🌐 Website: www.centralbankonline.com



This communication is the property of Central Bank and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. This e-mail and any attachments are intended only for the addressee. If you are not the intended recipient, please notify the sender and delete all copies and attachments.



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: Central Bank Community Movie

Issued To:

Name: Judy Halder

Organization: Central Bank

Address: 600 Lake Avenue, Storm Lake, IA 50588

Phone: 712-732-2190

Date(s) of Event: Saturday, 8-3-2019

Time(s) of Event: 8:30pm until 11:30pm

Expiration of Permit: 8-4-2019

Location / Area
of Use:

Sunset Park

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 6-4-2019

Please Print

Signature:

Title: Public Safety Director

Staff Summary

6/3/2019

Agenda Item # E.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Authorizing a Noise Variance and Food Sales for an Iglesia Centro de Vida Outdoor Worship Service**

BACKGROUND: This agenda item will approve a Noise Variance for an outdoor Evangelistic Event in Sunset Park scheduled for Sunday, 6-23-2019 from 3:00pm until 9:00pm and Saturday, 8-10-2019 and Sunday 8-11-2019 from 3:00pm until 7:00pm.

In addition the request includes permission to sell food in sunset park during the events requested.

The request is consistent with other outdoor worship services.

I will issue the Variance upon receiving a consensus in the affirmative from the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Resolution

ATTACHMENTS:

Description	Type
☐ Resolution	Resolution

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
cityclerk@stormlake.org
www.stormlake.org

City of Storm Lake

Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Iglesia Centro de Vida Phone #:
Mailing Address: 628 Geneseo St Email:
City: Storm Lake State: IA Zip: 50588
Cell Phone:
2nd Contact: Byron R. Lopez Position/Relationship: Senior Pastor
Email: m-byronlopez@hotmail.com Cell Phone: (712) 299-8274

Requested Park: Sunset Park Event Date: 6/23/2019
Event Type: Evangelistic event Event Start Time: 3:00 PM
Event End Time: 9:00 PM

Please answer the following questions regarding your proposed events:

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance)

Yes

Do you have horses involved in the event? (All animal feces must be managed and removed from public property)

NO

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, please provide a copy of this permit to the City. You may be required to have a solicitor license.

Yes

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.)

Yes

Will you be erecting a tent? If YES attach a map of the park showing the location of the tent, size, and staking layout.

Yes

How many people will be attending the event? Provide your best estimate on attendance.

60

Do you have electrical needs? Yes

Identify: outlet and illumination

Will there be alcohol at the event? NO

Will alcohol be sold at the event? NO

Do you have a liquor license? NO

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City.

NO

Are you requesting Street closures? No

Which Streets?

Starting Time: 3:00 PM

Ending Time: 9:00 PM

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010.

NO

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services.

NO

Signature Field

[Signature]

Date:

05/17/2019

Based on the answers provided on the first page of this application, City staff will review your event application and provide you with staff support for the event to ensure that you have the appropriate permits, licenses, and reservations in place for a successful event. If you have any questions regarding this application please contact the City Clerk's office at 712-732-8000 or by email at cityclerk@stormlake.org.

CITY OF STORM LAKE USE ONLY

Noise Variance Required ☐ Issued by: Council Approval Date:

Fireworks Permit Required: ☐ Issued by: Council Approval Date:

Liquor License Required ☐ License Holder Name:

Street Closure Required ☐ Approved by:

☐ Needs Council Approval Council Approval Date:

☐ Press Release Needed Press Release Date:

Facility Rental Required ☐ ☐ Rental Process Completed Confirmed Rental by:

☐ Chautauqua Park Shelter ☐ AWAYSIS Park Shelter ☐ Great Lawn ☐ Band Shell ☐ Frank Starr Park Shelter

Solicitor License Required ☐ Approved by: Permit Number:

Tent Location Approved ☐ Approved by: Date:

Liability Insurance Required ☐ Copy Received By: Date:

Security Services Required ☐ Approved by:

Fencing Needed ☐ ☐ Beer Garden Fencing Required ☐ Security Fencing Required
☐ City providing & placing fence ☐ Map showing fence location received

Council Approval Required ☐ ☐ Private sales on Public Property
☐ Authorization for use of City staff Council Approval Date:

☐ Event added to Park Calendar

Public Safety Approval: Date:

Parks Dept. Approval Date:

Public Works Approval: Date:

Administration Approval: Date:

Additional
Notes:



Print Form

Great Lawn & Bandshell Reservation Form
City of Storm Lake
City Hall, 620 Erie Street
712-732-8000
712-732-4114 (f)
cityhall@stormlake.org

Name: Byron R. Lopez
Address: 1114 Ontario St Unit E Phone Number:
City: Storm Lake Cell Phone: (712) 299-8274
State: IA Zip: 50588 E-mail Address: m-byronlopez@hotmail.com

☐ Great Lawn Area

Rental Date:

\$200.00 Rental
(per slot)

Plus \$150.00 Deposit

☒ Band Shell

Rental Date:

\$25.00 Rental
(per slot)

Plus \$50.00 Deposit

By signing this rental agreement form you agree to the terms and rules of this rental agreement. You hereby agree that you will only have exclusive right to the an area of the Great Lawn or Band Shell for the rental period. You agree to have the Great Lawn or Band Shell clean ready for the next person to use at the end of the rental period. You agree not to attach anything to the Great Lawn or Band Shell picture by any means other than masking tape and to remove all items by the end of your rental period. You agree that you will not drive on or over any sidewalk, trail, or grass within the parks and to limit vehicles to the authorized parking areas of the park. You also agree to pick up all trash in and around the Great Lawn and/or Band Shell and to dispose of the garbage in a proper garbage facility provided within the park. If at the time you arrive there are persons utilizing the Great Lawn area or Band Shell please kindly ask them to move to another location. If they refuse to leave or the rental facility is not clean you may contact the Buena Vista County Communications Center at 712-749-2525 for assistance - please provide them with your name and the rental facility you are renting. Signs indicating your rental will be posted at the facility the day of the rental. You agree to pay for any damages or clean up expenses that occur as a result of your rental including those that might exceed your damage deposit.

You agree that all tents, stakes, or any other items that are driven or placed into the ground of the Great Lawn shall be done by the Storm Lake Parks Department or will have prior written approval of the Storm Lake Parks Departments.

You agree and understand that once the facility is rented there is no refund for cancellation.

Renter
Signature:

(Signature)

Date:

05/17/2019

This Section - City of Storm Lake Use Only

Payment Rec'd Date:

5-17-19

Rental Taken By:

Jean

Payment Method

Deposit Payment Method

☐ Cash

Receipt #:

☐ Cash

☐ Check

Check #:

☐ Check

Check #:

☒ Credit Card

Card Type:

Mastercard

☐ Returned

Date:

Administrative Checklist

☐ Put on Rental Calendar

☐ Put on Web Calendar

☐ Parks Dept. Notified



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: Iglesia Centro de Vida - Evangelistic Event

Issued To:

Name: Bryon Lopez

Organization: Iglesia Centro de Vida

Address: 628 Geneseo Street, Storm Lake, IA 50588

Phone: 712-299-8274

Date(s) of Event: Sunday, 6-23-2019

Time(s) of Event: 3:00pm until 9:00pm

Expiration of Permit: 6-24-2019

Location / Area
of Use:

Sunset Park

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 6-4-2019

Signature:

Please Print

Title:

Public Safety Director

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
cityclerk@stormlake.org
www.stormlake.org

City of Storm Lake Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Iglesia Centro de Vida Phone #:
Mailing Address: 628 Geneseo St. Email:
City: Storm Lake State: IA Zip: 50588
Cell Phone:
2nd Contact: Byron R. Lopez Position/Relationship: Senior Pastor
Email: m-byronlopez@hotmail.com Cell Phone: (712) 299-8274

Requested Park: Sunset Park Event Date: 8/10-11/2019
Event Type: Evangelistic event Event Start Time: 3:00 pm (10)
Event End Time: 7:00 pm (11)

Please answer the following questions regarding your proposed events:

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance)

Yes

Do you have horses involved in the event? (All animal feces must be managed and removed from public property)

No

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, please provide a copy of this permit to the City. You may be required to have a solicitor license.)

Yes

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.)

Yes

Will you be erecting a tent? If YES attach a map of the park showing the location of the tent, size, and staking layout.

Yes

How many people will be attending the event? Provide your best estimate on attendance.

60/60

Do you have electrical needs? Yes

Identify: outlet and Illumination

Will there be alcohol at the event? No

Will alcohol be sold at the event? No

Do you have a liquor license? No

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City.

No

Are you requesting Street closures? No

Which Streets?

Starting Time: 3:00 pm. (10)

Ending Time: 7:00 pm. (11)

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010.

No

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services.

No

Signature Field

[Signature]

Date:

05/17/2019

Based on the answers provided on the first page of this application, City staff will review your event application and provide you with staff support for the event to ensure that you have the appropriate permits, licenses, and reservations in place for a successful event. If you have any questions regarding this application please contact the City Clerk's office at 712-732-8000 or by email at cityclerk@stormlake.org.

CITY OF STORM LAKE USE ONLY

Noise Variance Required ☐ Issued by: Council Approval Date:

Fireworks Permit Required: ☐ Issued by: Council Approval Date:

Liquor License Required ☐ License Holder Name:

Street Closure Required ☐ Approved by:

☐ Needs Council Approval Council Approval Date:

☐ Press Release Needed Press Release Date:

Facility Rental Required ☐ ☐ Rental Process Completed Confirmed Rental by:

☐ Chautauqua Park Shelter ☐ AWAYSIS Park Shelter ☐ Great Lawn ☐ Band Shell ☐ Frank Starr Park Shelter

Solicitor License Required ☐ Approved by: Permit Number:

Tent Location Approved ☐ Approved by: Date:

Liability Insurance Required ☐ Copy Received By: Date:

Security Services Required ☐ Approved by:

Fencing Needed ☐ ☐ Beer Garden Fencing Required ☐ Security Fencing Required
☐ City providing & placing fence ☐ Map showing fence location received

Council Approval Required ☐ ☐ Private sales on Public Property
☐ Authorization for use of City staff Council Approval Date:

☐ Event added to Park Calendar

Public Safety Approval: Date:

Parks Dept. Approval Date:

Public Works Approval: Date:

Administration Approval: Date:

Additional
Notes:



Print Form

Great Lawn & Bandshell Reservation Form
City of Storm Lake
City Hall, 620 Erie Street
712-732-8000
712-732-4114 (f)
cityhall@stormlake.org

Name: Byron B. Lopez
Address: 1114 Ontario St Unit E Phone Number:
City: Storm Lake Cell Phone: (712) 299-8274
State: IA Zip: 50588 E-mail Address: m-byronlopez@hotmail.com

☐ Great Lawn Area

Rental Date:

\$200.00 Rental
(per slot)

Plus \$150.00 Deposit

☒ Band Shell

Rental Date: 8/10-11/2019

\$25.00 Rental
(per slot)

Plus \$50.00 Deposit

By signing this rental agreement form you agree to the terms and rules of this rental agreement. You hereby agree that you will only have exclusive right to the an area of the Great Lawn or Band Shell for the rental period. You agree to have the Great Lawn or Band Shell clean ready for the next person to use at the end of the rental period. You agree not to attach anything to the Great Lawn or Band Shell structure by any means other than masking tape and to remove all items by the end of your rental period. You agree that you will not drive on or over any sidewalk, trail, or grass within the parks and to limit vehicles to the authorized parking areas of the park. You also agree to pick up all trash in and around the Great Lawn and/or Band Shell and to dispose of the garbage in a proper garbage facility provided within the park. If at the time you arrive there are persons utilizing the Great Lawn area or Band Shell please kindly ask them to move to another location. If they refuse to leave or the rental facility is not clean you may contact the Buena Vista County Communications Center at 712-749-2525 for assistance - please provide them with your name and the rental facility you are renting. Signs indicating your rental will be posted at the facility the day of the rental. You agree to pay for any damages or clean up expenses that occur as a result of your rental including those that might exceed your damage deposit.

You agree that all tents, stakes, or any other items that are driven or placed into the ground of the Great Lawn shall be done by the Storm Lake Parks Department or will have prior written approval of the Storm Lake Parks Departments.

You agree and understand that once the facility is rented there is no refund for cancellation.

Renter
Signature:

(Signature)

Date:

05/17/2019

This Section - City of Storm Lake Use Only

Payment Rec'd Date: 5-17-19

Rental Taken By: Jean

Payment Method

Deposit Payment Method

☐ Cash

Receipt #:

☐ Cash

☐ Check

Check #:

☐ Check

Check #:

☒ Credit Card

Card Type:

mastercard

☐ Returned

Date:

Administrative Checklist

☐ Put on Rental Calendar

☐ Put on Web Calendar

☐ Parks Dept. Notified



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: Iglesia Centro de Vida - Evangelistic Event

Issued To:

Name: Bryon Lopez

Organization: Iglesia Centro de Vida

Address: 628 Geneseo Street, Storm Lake, IA 50588

Phone: 712-299-8274

Date(s) of Event: Saturday, 8-10-2019 & Sunday, 8-11-2019

Time(s) of Event: 3:00pm until 7:00pm

Expiration of Permit: 8-12-2019

Location / Area
of Use:

Sunset Park

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 6-24-2019

Please Print

Signature:

Title:

Public Safety Director

Staff Summary

6/3/2019

Agenda Item # F.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Approve Easement Agreement and Payment to Sharen Peters**

BACKGROUND: On January 29, 2018 the City had a break in a 24 inch gravity sewer line which discharged into the lake. This discharge violated the the Storm Lake's National Pollutant Discharge Elimination System (NPDES) permit in addition to Iowa Code Section 455B.186, Department subrule 567 IAC 64.3(1), 63.6 (1) and 61.3(2).

As part of the consent order from the DNR, the city needs to relocate the storm sewer. This item authorizes the payment of \$5,000 for a permanent easement for 0.08 acres with Sharen Peters. The easement is necessary for installation and maintenance of the new storm sewer and manholes.

FISCAL IMPACT: The fiscal impact is \$5,000 utilizing storm water and sewer funds.

RECOMMENDATION: Approve agreement and authorize payment of \$5,000

ATTACHMENTS:

Description	Type
☐ Easement Agreement	Contract
☐ Area Map	Map

Return To: Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

Preparer: Philip E. Havens, Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Sharen Peters, as Trustee of the Sharen Peters Revocable Living Trust Dated September 25, 2012, of Storm Lake, Buena Vista County, Iowa, referred to below as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, referred to as Grantee below.

SECTION I.

PERPETUAL EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns a perpetual easement for the purpose of laying, constructing, operating, inspecting, repairing, maintaining, replacing, substituting, relocating and removing a storm sewer pipeline and appurtenances, for the transportation of storm water, in, over, under, across, and through a tract of land in part of Lot 1 of the Second Auditor's Subdivision of the West Half of the Southeast Quarter (W ½ SE ¼) of Section 2, Township 90 North, Range 37 West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:

Commencing at the Southeast (SE) corner of said Lot One (1); thence North 00°13'56" East, along the East line of said Lot One (1), 225.00 feet to the Point of Beginning. Thence continuing North 00°13'56" East, along said East line, 140.00 Feet; thence North 90°00'00" West, 25.00 feet; thence South 00°13'56" West, 140.00 feet; thence South 90°00'00" East, 25.00 feet to the Point of Beginning.

Easement contains 0.08 acres.

The real estate subject to the perpetual easement is referred to below as the Easement Area.

SECTION II.

TERM

The rights granted in this Easement Agreement shall be possessed and enjoyed by Grantee, its successors and assigns so long as the storm sewer pipeline, to be constructed and installed on the Easement Area or any replacement thereof continues to be maintained and operated by Grantee, its successors or assigns.

SECTION III.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the Easement Area for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION IV.

RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the Easement Area, except as may be provided herein, or to fence the whole or any part thereof.

SECTION V.

PIPELINE DEPTH; TREATMENT AND RESTORATION OF SURFACE

Grantee agrees to bury the storm sewer pipeline to a depth sufficient to avoid any interference with the normal uses which Grantor might make of Grantor's property. For the duration of this Easement, Grantee shall have the right to apply to and maintain on two parts of the surface of the Easement Area a layer of gravel sufficient to support the weight of motor vehicles used for purposes permitted by the terms of this Easement Agreement. The two parts of the surface on which the gravel surface may be constructed and maintained shall be referred to herein as Gravel Access Areas. Each of the two Gravel Access Areas shall be thirty feet from north to south and the full twenty-five-foot width, from west to east, of the Easement Area. The northern-most Gravel Access Area shall begin approximately seventeen and one-half (17.5) feet from the northern-most boundary of the Easement Area and extend southerly thirty feet. The southern-most Gravel Access Area shall begin approximately five and one-half (5.5) feet from the southern-most boundary of the Easement Area and extend northerly thirty feet. Grantee shall be responsible for maintaining the Gravel Access Areas and shall reapply gravel when necessary. For the duration of this Easement, Grantee shall have the right to install, maintain, replace, and remove, as necessary, a manhole within each of the two Gravel Access Areas for access to the underground storm sewer pipeline. Each manhole will extend from the surface to the below-grade storm sewer and shall be covered by a manhole cover at grade on the surface. In the repair, installation, construction, relocation, replacement or removal of the sanitary sewer pipeline or appurtenances, or the exercise of its other rights under this agreement, Grantee shall remove the topsoil from the Easement Area separately from the other materials removed by Grantee and shall replace said topsoil in the Easement Area upon completion of the

work on the pipeline or appurtenances. Within a reasonable time after the completion of the repair, installation, construction, relocation, replacement or removal of the pipeline and appurtenances or other exercise of its rights under this agreement, Grantee shall restore the Easement Area as near to its condition before the repair, construction or other work as possible, provided that Grantee shall not be required to remove the gravel or manholes from the Gravel Access Areas except upon termination of the Easement Agreement. Grantee further agrees that, after any restoration, the Easement Area shall be left free of any large stones, holes or piles of dirt, and the Easement Area shall be reseeded to grass, if necessary, provided that Grantee shall not be required to remove the gravel or manholes from the Gravel Access Areas or reseed the Gravel Access Areas to grass except upon termination of the Easement Agreement.

SECTION VI.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the real estate described herein that is subject to the easement and has the right, title and capacity to grant said premises.

SECTION VII.

EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors or assigns of the parties hereto.

[This space intentionally left blank. Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement in Storm Lake, Iowa,
on the day and year first above written.

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Sharen Peters, as Trustee of the Sharen Peters
Revocable Living Trust Dated September 25, 2012

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, 2019, by Michael Porsch
and Mayra A. Martinez, as Mayor and City Clerk of the City of Storm Lake, Iowa.

Notary Public for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, 2017, by Sharen Peters, as
Trustee of the Sharen Peters Revocable Living Trust Dated September 25, 2012.

Notary Public for the State of Iowa

ISG

ISG PROJECT # 18-22101

THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS
OF DATA COLLECTED IN SEPTEMBER / 2018 BY ISG.

CONSTRUCTION NOTES

1.

ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
2.

ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
3.

THE 2018 EDITION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS SHALL APPLY TO CONSTRUCTION WORK ON THE PROJECT (SUDAS). A FULL IOWA SUDAS SPECIFICATIONS MANUAL CAN BE FOUND ONLINE FOR FREE AT WWW.IOWASUDAS.COM.
4.

THE WORK TO BE ACCOMPLISHED FOR THE CONSTRUCTION OF THIS PROJECT WILL OCCUR ON OWNER'S PROPERTY AND EASEMENT. THE CONTRACTOR SHOULD CONFINE OPERATION, PEOPLE, AND EQUIPMENT TO THE OWNER'S PROPERTY AND SPECIFIED EASEMENT.
5.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT TO BE INCORPORATED IN THE WORK INVOLVED IN THE PROJECT (UNSUITABLE EXCAVATION, WASTE PIPE, ETC.).
6.

PUBLIC UTILITY FIXTURES ARE EXISTING WITHIN THE CONSTRUCTION AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THESE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR ANY NECESSARY MODIFICATION OF SERVICES. NO ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.
7.

SEEDING AND FERTILIZING IS INCLUDED IN THIS CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AND PREPARING AREAS DISTURBED BY CONTRACTOR'S OPERATIONS FOR SEEDING. ALL DEBRIS GREATER THAN GOLF BALL SIZE SHALL BE REMOVED AND AREA SHALL BE RAKED SMOOTH. CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE OF THE OWNER'S PROPERTY AND EASEMENT DURING OPERATIONS AND SHALL MAKE A REASONABLE EFFORT TO NOT DISTURB AREAS GREATER THAN NECESSARY DURING CONSTRUCTION. AREAS OF NONGERMINATION WILL BE RESEEDED AND REFERTILIZED BY THE CONTRACTOR. COST IS TO BE CONSIDERED INCIDENTAL.
8.

THE CONTRACTOR SHALL NOT DISTURB GRASSED AREAS AND TREES OUTSIDE THE CONSTRUCTION LIMITS. TREES AND BUSHES SHALL BE RETAINED AS POSSIBLE. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREA(S) WILL BE SUBJECT TO APPROVAL OF THE ENGINEER.

9.

THE CONSTRUCTION OPERATIONS ARE TO TAKE PLACE IN A RESIDENTIAL AREA. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS INCLUDED IN THE SPECIFICATIONS IN REGARD TO POSITIVE DUST CONTROL DURING ALL OPERATIONS TO INCLUDE REMOVAL, CLEAN UP, ETC.
10.

EXISTING STORM SEWERS, SANITARY SEWERS, AND WATER MAINS ARE LOCATED BASED ON CITY RECORDS AND ACTUAL LOCATION MAY VARY GREATLY FROM THAT SHOWN.
11.

OWNER WILL PROVIDE CONSTRUCTION STAKING FOR PROJECT THROUGH CONSULTANT.
12.

GRANULAR BEDDING IS REQUIRED FOR ANY TYPE OF PIPE USED AND SHALL BE AS SPECIFIED.
13.

AT ALL SEWER CROSSEOVERS, THE EXISTING SANITARY SEWER PIPE SHALL BE BEDDED WITH GRANULAR BACKFILL MATERIAL TO BOTTOM OF TRENCH.
14.

CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING LOCATIONS OF ALL WATER SERVICES AND WATER CONNECTIONS.
15.

THE CONTRACTOR SHALL GIVE THE CITY 48 HOURS NOTICE OF INTENTION TO START CONSTRUCTION.

CONTACT: KERI NAVRATIL

PHONE: 712-732-8000

16.

ANY DEWATERING NECESSARY FOR CONSTRUCTION SHALL BE CONSIDERED INCIDENTAL TO INDIVIDUAL CONSTRUCTION ITEM.
17.

THE CONTRACTOR SHALL INSPECT AND VERIFY SOIL CONDITIONS AS NECESSARY IN ORDER TO DETERMINE THE TYPE OF CONSTRUCTION TO EMPLOY. NATURAL AND/OR MANMADE OBSTRUCTIONS MAY BE ENCOUNTERED IN THE SOIL. THESE CONTRACT DOCUMENTS DO NOT WARRANT THE NATURE OR CONDITIONS OF THE SOILS, AND DO NOT WARRANT THAT NATURAL OR MANMADE OBSTRUCTIONS WILL NOT BE ENCOUNTERED, NOR GUARANTEE THE EXTENT TO WHICH ROCKS, BOULDERS, OR OTHER OBSTRUCTIONS, REGARDLESS OF SIZE, MAY BE ENCOUNTERED DURING BORING OPERATIONS. THE CONTRACTOR SHALL NOT BE ENTITLED TO ADDITIONAL COMPENSATION FOR ANY NATURAL OR MANMADE OBSTRUCTIONS ENCOUNTERED DURING CONSTRUCTION.

ESTIMATED PROJECT QUANTITIES

ITEM NO.	SPECIFICATION ITEM CODE	CONSTRUCTION ITEM	UNIT	QUANTITY
1	4020-108-A-1	STORM SEWER, 24", RCP, CLASS IV	LF	121
2	6010-108-A-0	CIRCULAR STORM SEWER MANHOLE, SW-401, 60" DIA	EA	3
3	6010-108-G-0	CONNECT TO EXISTING STORM SEWER	EA	2
4	6010-108-H-0	ABANDON AND DEMOLISH STRUCTURE	EA	1
5	7030-108-H-2	DRIVEWAY, CLASS A CRUSHED STONE	TN	22
6	PER EST. REF.	GROUT, CAP, AND ABANDON EXISTING 20" STORM SEWER	LF	34
7	PER EST. REF.	STORM SEWER MANHOLE LID	EA	1
8	11,020-108-A-0	MOBILIZATION	LS	1

ESTIMATE REFERENCE INFORMATION

ITEM NO.	SPECIFICATION ITEM CODE	DESCRIPTION
1	4020-108-A-1	STORM SEWER, 24", RCP, CLASS IV PROFILE GASKETS SHALL BE USED. CLASS R-1 BEDDING SHALL BE USED, FOLLOWING SUDAS SW-102. AT ALL SANITARY PIPE CROSSINGS, BEDDING SHALL BE EXTENDED THOUGH TOP OF STORM SEWER PIPE TO BOTTOM OF SANITARY SEWER PIPE TO ALLOW FOR CLASS R-1 BEDDING OF SANITARY SEWER. INCLUDE ANY SPECIAL SUPPORT THAT MAY BE NECESSARY TO SUPPORT THE SANITARY SEWER PIPES DURING CROSSING TO MAINTAIN STRUCTURAL INTEGRITY OF OPERATIONAL SANITARY SEWER LINES.
2	6010-108-A-0	CIRCULAR STORM SEWER MANHOLE, SW-401, 60" DIA INCLUDES SW-602 TYPE E RING AND COVER. COVERS SHALL HAVE THE WORDS "STORM SEWER" WRITTEN ON THEM. REFER TO FIGURE 6010-401.
3	6010-108-G-0	CONNECT TO EXISTING STORM SEWER ITEM INCLUDES ALL NECESSARY MATERIALS, LABOR AND EQUIPMENT TO COMPLETE THIS BID ITEM. INCLUDES REMOVAL OF EXISTING PIPE AS NECESSARY. OFFISTE DISPOSAL OF ALL MATERIAL AS INDICATED ON PLANS.
4	6010-108-H-0	ABANDON AND DEMOLISH STRUCTURE ABANDON AND DEMOLISH EXISTING MANHOLE STRUCTURE ACCORDING TO PLANS.
5	7030-108-H-2	DRIVEWAY, CLASS A CRUSHED STONE ITEM IS FOR THE REPLACEMENT OF ALL GRANULAR DRIVEWAYS. QUANTITY IS ESTIMATED AT 6" THICK AND WILL BE MEASURED IN TONS OF ACTUAL QUANTITY USED AS VERIFIED BY SCALE TICKETS SUPPLIED TO THE ENGINEER BY THE CONTRACTOR. MATERIAL SHALL COMPLY WITH GRADATION #11, CLASS A CRUSHED STONE, AND IN ACCORDANCE WITH IOWA DOT SPECIFICATION 4120.04.
6	PER EST. REF.	GROUT, CAP AND ABANDON EXISTING 20" STORM SEWER ITEM INCLUDES GROUTING, CAPPING, AND ABANDONING EXISTING 20" STORM SEWER ACCORDING TO PLANS AFTER THE THE STORM SEWER RELOCATION HAS TAKEN PLACE. PIPES CAN BE REMOVED AT NO ADDITIONAL COST.
7	PER EST. REF.	STORM SEWER MANHOLE LID REPLACE GRATED MANHOLE COVER WITH A SOLID, DUCTILE IRON COVER. COVER SHALL CONTAIN THE WORDS "SANITARY SEWER"
8	11,020-108-A-0	MOBILIZATION REFER TO SECTION 11,020-108-A-0 OF THE URBAN STANDARD SPECIFICATIONS. INCLUDES THE CONSTRUCTION OF ANY NECESSARY STABILIZED CONSTRUCTION ENTRANCES.

STORM SEWER SCHEDULE

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE	RIM ELEVATION	INVERT ELEVATION	DEPTH TO BOTTOM OF WELL	CASTING TYPE	PIPE NO.	DRAIN TO	PIPE START ELEV.	PIPE SLOPE	PIPE END ELEV.	PIPE SIZE	PIPE LENGTH	PIPE CLASS
ST-3	SW-401	60"	1412.99	1401.00	12.49	SW-602 TYPE E	STP-3	STP-2	1401.00	0.81%	1400.73	24"	33.00	CLASS IV RCP
ST-2	SW-401	60"	1413.00	1400.73	12.77	SW-602 TYPE E	STP-2	STP-1	1400.73	0.83%	1400.00	24"	88.00	CLASS IV RCP
ST-1	SW-401	60"	1413.00	1400.00	13.50	SW-602 TYPE E								



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INC. AND MAY NOT BE USED, COPIED OR DUPLICATED
WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

CITY OF
STORM LAKE
STORM SEWER
RELOCATION

STORM LAKE IOWA

REVISION SCHEDULE

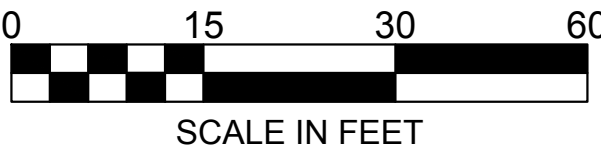
DATE	DESCRIPTION	BY
01/08/19	REVISION 1	TJS

PROJECT NO.	18-22101
CAD FILE NAME	22101-TITLE SHEET
DRAWN BY	TJS
DESIGNED BY	BABS
REVIEWED BY	BABS/DSO
ORIGINAL ISSUE DATE	10/17/18
CLIENT PROJECT NO.	-

TITLE
CONSTRUCTION
NOTES, ESTIMATE
REFERENCE, &
QUANTITES

SHEET

C0-10



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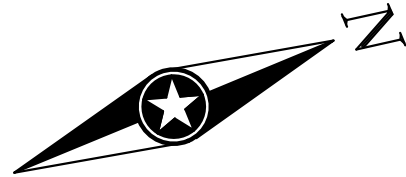
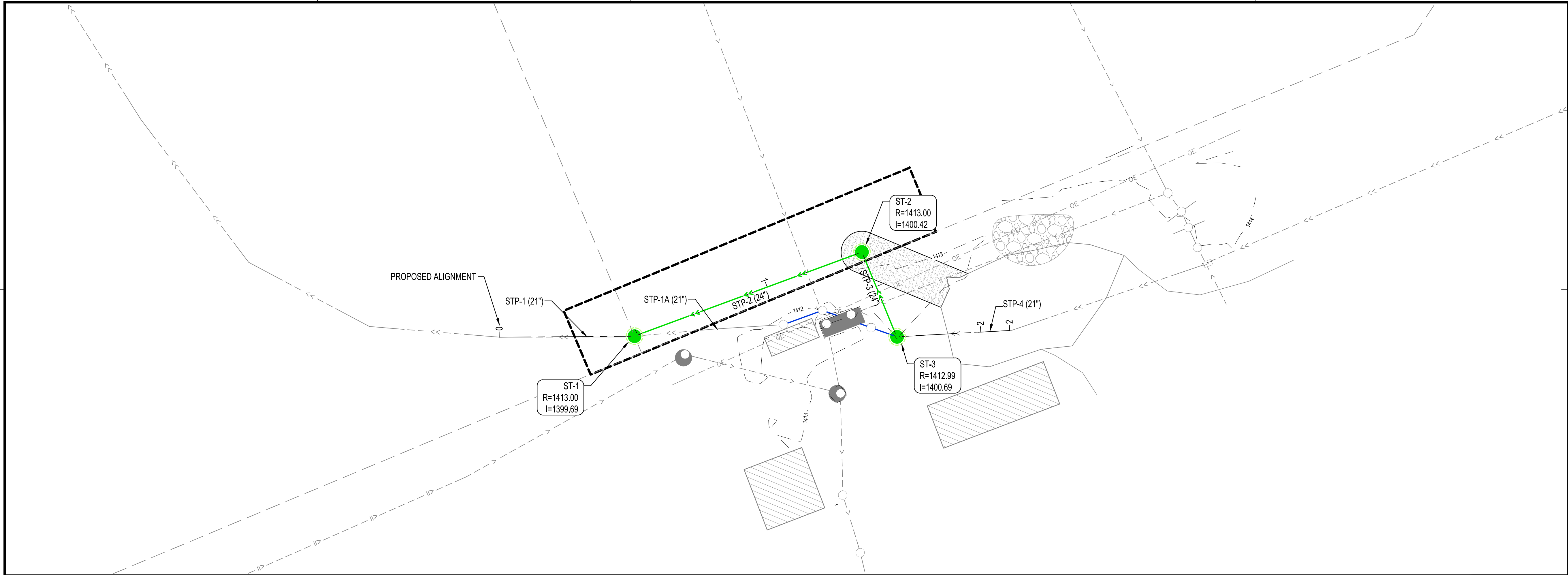
PROJECT		
CITY OF STORM LAKE		
STORM SEWER RELOCATION		
STORM LAKE IOWA		
REVISION SCHEDULE		
DATE	DESCRIPTION	BY
01/08/19	REVISION 1	TJS
PROJECT NO.	18-22101	
CAD FILE NAME	22101 PRO-SITE	
DRAWN BY	TJS	
DESIGNED BY	BABS	
REVIEWED BY	BABS/DS	
ORIGINAL ISSUE DATE	10/17/18	
CLIENT PROJECT NO.		

TITLE

PROPOSED SITE PLAN

SHEET

C3-10



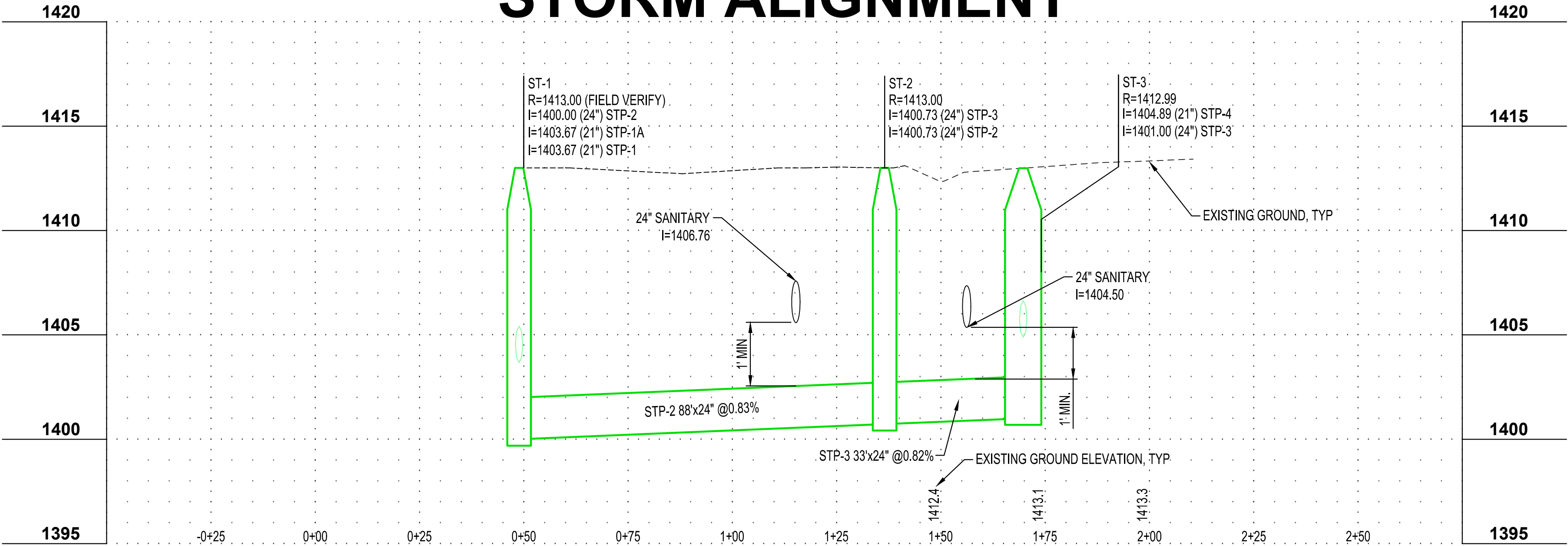
SCALE IN FEET



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STORM ALIGNMENT



PROJECT

CITY OF STORM
LAKE

STORM SEWER
RELOCATION

STORM LAKE

IOWA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
01/08/19	REVISION 1	TJS

PROJECT NO. 18-22101

FILE NAME 22101 PROFILES

DRAWN BY TJS

DESIGNED BY BABS

REVIEWED BY BABS/DSD

ORIGINAL ISSUE DATE 10/17/18

CLIENT PROJECT NO. -

TITLE

STORM SEWER
PROFILES

SHEET

C3-30

Staff Summary

6/3/2019

Agenda Item # G.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Agreement with the Iowa Department of Transportation for Pavement Reconstruction on Oneida St., from Milwaukee Avenue south .40 Miles to East Railroad (Oneida Street Reconstruction Project Phase One)**

BACKGROUND: This is an agreement between the City of Storm Lake, Iowa and the Iowa Department of Transportation for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$594,000 for the following phases of work as stipulated by the Northwest Iowa Planning and Development Commission: \$ 594,000 for Construction.

In 2016, the City was successful in a grant application for the Oneida Street Project for funding in FY 2020. As approved in the application, this project provides for the reconstruction of Oneida Street from Milwaukee to East Railroad Street in the City. Project includes removal and replacement of a 70+ year old collector street in a 100 foot right of way with a new roadway designed to carry the current traffic loading. The roadway is beyond its useful life, has

heavy commercial and industrial users and is also a main north-south corridor. The project will consist of complete removal and replacement of approximately 2,200 feet of 31 foot wide roadway with replacement using a 31 foot wide PCC pavement, 8" thick on a modified subgrade with subdrains. The total project cost is approximately \$1,800,000 with the city applying for 60% STP funding for the roadway portion of the project. Other improvements to be financed by the city include storm sewer, water main and sanitary sewer improvements along with the engineering costs. No easements or right of way acquisition is anticipated with the project.

FISCAL IMPACT:

At the time of application, the total project cost is expected to be \$1,800,000. Of this amount, \$1,193,700 will be local match money funded from Road Use, Franchise Fee, and LOST funds. The City of Storm Lake is received STP funds in the amount of \$594,300 with this application. Knowing that inflation will affect final cost, any increase the final bid cost will be included in the FY 2021 budget.

RECOMMENDATION:

Staff recommends that Council approve the agreement with the Iowa Department of Transportation for Pavement Reconstruction on Oneida St., from Milwaukee Avenue south .40 Miles to East Railroad (Oneida Street Reconstruction Project Phase One)

ATTACHMENTS:

Description		Type
	Agreement	Contract

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project**

Recipient: Storm Lake

Project No.: STBG-SWAP-7422(618)--SG-11

Iowa DOT Agreement No.: 3-19-STBG-SWAP-13

This is an agreement between the City of Storm Lake, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Western Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the Assistant City Manager for the City.
3. The Recipient shall be responsible for the development and completion of the following described STBG project:

Pavement Reconstruction on Oneida St., from Milwaukee Avenue south .40 Miles to East Railroad St
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$594,000 for the following phases of work as stipulated by the Northwest Iowa Planning and Development Commission:

\$ 0.00	Preliminary Engineering
\$ 0.00	Construction Engineering
\$ 0.00	Right-of-Way
\$ 594,000	Construction
\$ 0.00	Other (please specify) _____.
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
7. If the project described in Section 3 drops out of the Northwest Iowa Planning and Development Commission current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.

11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department 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 shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block (City Projects Only)

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Storm Lake, 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 Storm Lake, Iowa

County Signature Block (County Projects Only)

This agreement was approved by official action of the (County Name) County Board of Supervisors in official session
on the _____ day of _____, 20____.

County Auditor

Chair, County Board of Supervisors

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20____

Brian J. Catus, P.E.
Local Systems Field Engineer
Western Region

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. 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 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

Staff Summary

6/3/2019

Agenda Item # 3.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Motion to Approve Primary Tow Service Agreement for the Storm Lake Police Department with Storm Lake Towing**

BACKGROUND: As stewards of taxpayer dollars, all departments of the City of Storm Lake hold the responsibility for conducting procurement in a deliberate, fair and ethical manner. The goals of the City when making purchases are to: • purchase the proper good or service to meet the needs of the City; • Get the best possible price for the good or service; • Get the best value for public dollars expended; • Have the good or service available where and when it is needed; • Ensure a continuing supply of needed goods and services; • Allow bidders a fair opportunity to compete for the government's business, through statutory requirements for competitive bids and proposals combined with the City's purchasing procedures; • Stimulate the local economy and job market by allowing local businesses an opportunity to compete in the City contract award process.

Proposals were opened on May 30, 2019 by City Clerk Martinez at 12:00 p.m receiving one proposals. The recommendation was to award proposal to Storm Lake Towing.

This agenda item is to approve the Primary Towing Service Contract to Storm Lake Towing for July 1, 2019 to June 30, 2020

FISCAL IMPACT: The City of Storm Lake typically spends between \$20,000 and \$30,000 a year on towing. Since these expenses are by in large offset through charges, the impact to City finances will be minimal

RECOMMENDATION: Motion to Approve the Primary Towing Service Contract with Storm Lake Towing for FY 2019-2020.

ATTACHMENTS:

	Description	Type
D	Storm Lake Towing Bid	Contract
D	Storm Lake Towing Contract 2019-2020	Contract

City of Storm Lake
Request for Bids for Primary and Secondary Tow Service for the Storm Lake Police Department

The City of Storm Lake is soliciting bids for Primary and Secondary Tow Services for the Storm Lake Police Department the Fiscal Year 2019-2020 budget cycle which is July 1, 2019 through June 30, 2020. The City of Storm Lake will accept sealed bids for these services until **12:00 PM CST on May 30, 2019**. Bids should be sent to the following address:

City of Storm Lake
Request for Bids Primary Tow Services
ATTN: City Clerk
P.O. Box 1086
Storm Lake, IA 50588

All bids must be returned on the supplied Tow Service Bid Sheet along with and must be received by the City Clerk by 12:00 PM CST on May 30, 2019, to be considered for award of the proposal. The bids will be reviewed and contracts may be approved at the June 3, 2019 City Council Meeting.

The term PRIMARY refers to the tow service called first by the communications center on behalf of the Storm Lake Police Department. By being names the Primary tow company, this does not preclude the Storm Lake Police Department from calling multiple tow services. A secondary tow service may be called in when the primary services is unable to respond.

As directed by the City of Storm Lake's Insurance provider, the following is the minimum insurance necessary to be considered for a contract to be Primary and Secondary Tow Services. Should a bidder have more insurance than the minimum required, please attach that information to your bid form.

- \$1,000,000 General Liability with "The City of Storm Lake added as additional insured and a waiver of subrogation included"
- \$1,000,000 Combined Single Limit for Auto Liability "The City of Storm Lake added as additional insured and a waiver of subrogation included"
- Workers compensation \$500,000 each accident, \$500,000 each employee and \$500,000 policy limit if company is not owner-operated
- \$25,000 Garage Keepers Liability "The City of Storm Lake added as additional insured and a waiver of subrogation included"
- \$25,000 On-Hook Liability "The City of Storm Lake added as additional insured and a waiver of subrogation included"

The City of Storm Lake reserves the right to reject any and all bids. Bids will be selected based on the following criteria, ability to meet minimum specifications, past history of service to the City of Storm Lake, price, and ability to meet the needs of the City.

TOW SERVICE INFORMATION SHEET

1) Do you guarantee a 20 minute or less response time 95% of the time?

Yes ☒ No ☐

2) Will you provide the Storm Lake Police Department 24 hour a day, 7 day a week coverage?

Yes ☒ No ☐

3) Will you provide the following services to the Storm Lake Police Department?

	Yes	No
Police Impound Tows	☒	☐
Multiple Tow Capability	☒	☐
Vehicle Accident Tows	☒	☐
Snow Emergency Response	☒	☐
Snow Removal Tows	☒	☐
Crime Scene Tows	☒	☐

4) Please select what vehicles you have capabilities of tow:

☒ Motorcycles ☒ Vans
☒ All Cars ☐ Buses
☒ Motorcycles ☐ Semi's

5) Please list the fee you will charge for each type of vehicle: :

Motorcycles ~~500~~ 100.00
 Cars 100.00
 Truck 100.00
 Vans 100.00
 Buses N/A
 Semi's N/A

6) Please complete the following information:

Name of Tow Service:	Storm Lake Towing
Owner of Service:	Tyson Rice
Business Address:	109 W. 5th St. Storm Lake, IA 50588
Business Phone:	712-732-6020
24 Hour On Call Number:	712-732-6020
Fax Number:	712-732-0012
Email:	stormlaketowing@gmail.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HERITAGE FINANCIAL SERVICES 115 EAST MAIN ST ANTHON, IA 51004 Phone: 712-454-5718	CONTACT NAME: DOUG SVENDSEN PHONE (A/C, No, Ext): 712-454-5718 E-MAIL ADDRESS: dsvendsen@heritagebankna.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: PROGRESSIVE INSURER B: TRAVELERS INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED VANISH, INC DBA STORM LAKE TOWING & RECOVERY 109 WEST 5TH STORM LAKE IA 50588		NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	x x	03295583-3	09/26/2018	09/26/2019	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000					
	MED EXP (Any one person) \$ 5000					
	PERSONAL & ADV INJURY \$					
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	x x	03295583-3	09/26/2018	09/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
						\$
	UMBRELLA LIAB EXCESS LIAB					EACH OCCURRENCE \$
						AGGREGATE \$
	DED RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	14-10804-17275	10/02/2018	10/02/2019	PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$ 100000					
	E.L. DISEASE - EA EMPLOYEE \$ 100000					
	E.L. DISEASE - POLICY LIMIT \$ 500000					
A	GARAGEKEEPERS ON HOOK	x x	03295583-3	09/26/2018	09/26/2019	300000
	100000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LOCATIONS 231 W. MILWAUKEE STORM LAKE IOWA 505088
1121 NORTH LAKE AVE, STORM LAKE IOWA 50588
CITY OF STORM LAKE ADDED AS ADDITIONAL INSURED ON GL, AUTO, GARAGEKEEPERS & ON HOOK

CERTIFICATE HOLDER**CANCELLATION**

CITY OF STORM LAKE
ATTN: CITY CLERK
P.O. BOX 1086
STORM LAKE, IOWA 50588

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



www.iowadot.gov

Office of Vehicle & Motor Carrier Services
PO Box 10382 | Des Moines, IA 50306-0382
Phone: 515-237-3268 | Fax: 515-237-3225

This is a Non-Expiring Permit

Motor Carrier Non-Expiring Permit

Type(s) of Authority:

Other Property

Name: Vanish LLC
Doing Business As: Storm Lake Towing & Recovery
Address: 109 W 5TH ST.
City: STORM LAKE
State: IA
Initial Issue Date: 5/8/2018 9:00:41 AM
US DOT Number: 2727926

Permit is to be carried in the vehicle.

This Permit is non-expiring as long as the carrier is in compliance with 325A of the Iowa Code and Chapter 524 of the Administrative Rules.

A copy of this Permit must be carried in each motor vehicle operating under the carrier's Iowa intrastate authority and must be made available for inspection upon request. Failure to do so is a violation and subject to penalty.

The original Permit should be kept in the carrier's office in the event the copy carried in the vehicle is lost or stolen. Duplicate Permits are available from the Iowa DOT - Office of Motor Carrier Services upon payment of the \$25 fee.

Marking the Motor Vehicle

The carrier's USDOT Number is the Intrastate authority Permit number. Motor Carrier's operating **intrastate only** must display the following:

Name of Motor Carrier
USDOT Number followed by IA

Motor Carrier's operating **both intrastate and interstate** must display the following:

Name of Motor Carrier
USDOT Number

Lettering shall be on both sides of the vehicle and visible from a distance of at least 50 feet and in a color contrasting the background.





If it can be towed, we can tow it.





**CITY OF STORM LAKE
PRIMARY TOWING SERVICE CONTRACT
FY2019-FY2020**

ISSUING AGENCY: City of Storm Lake, Iowa

CONTRACTOR: Storm Lake Towing

The Contractor agrees to meet, maintain, and perform all services and to comply with all terms and conditions as set forth herein.

The Contract shall be effective as of 12:01 A.M. July 1, 2019, and subject to the foregoing provisions herein shall continue in effect until Midnight, June 30, 2020.

The Contractor agrees that information regarding towing for the City of Storm Lake shall be treated as confidential and contractor shall not release any photos, communication, or correspondence relating to City of Storm Lake tows.

TECHNICAL STANDARDS

The Contractor shall have available at all times sufficient equipment to perform all services required on a timely and responsible basis. All equipment must be owned or exclusively leased by the Contractor. All equipment must be modern, commercially manufactured and in good mechanical condition, and shall be subject to inspection at all times during the term of the Contract. No vehicle of the Contractor shall be used as an emergency vehicle. The Contractor agrees to have no markings on vehicles, buildings or correspondence that indicate or tend to suggest any official relationship between the Contractor and the City of Storm Lake. All towing vehicles must be equipped with two-way radios or telephone communication with a range extending to the Storm Lake city limits. Radios shall not be tuned to any police frequency.

INSURANCE AND AMOUNTS

- a. \$1,000,000 General Liability with "The City of Storm Lake added as additional insured and a waiver of subrogation included"
- b. \$1,000,000 Combined Single Limit for Auto Liability "The City of Storm Lake added as additional insured and a waiver of subrogation included"
- c. Workers compensation \$500,000 each accident, \$500,000 each employee and \$500,000 policy limit if company is not owner-operated
- d. \$25,000 Garage Keepers Liability "The City of Storm Lake added as additional insured and a waiver of subrogation included"
- e. \$25,000 On-Hook Liability "The City of Storm Lake added as additional insured and a waiver of subrogation included"

INDEMNITY AND HOLD HARMLESS AGREEMENT:

The Contractor hereby agrees to defend, indemnify and hold the City, its officers, agents, and employees, harmless against:

- a. Any and all losses and liabilities for claims for personal injury, death, or property damage made against the City, its officers, agents, or employees, arising out of, or as a consequence of, any work performed under the Contract.
- b. Any and all expenses related to claims or lawsuits resulting from such claims, including court costs and attorney(s) fees.
- c. Any and all penalties and damages incurred by the City by reason of the Contractor's failure to obtain any permit and license under, or failure to comply with any applicable laws, ordinances or regulations.

PERSONNEL:

The Contractor shall have available sufficient qualified personnel for the operation of the required wreckers as specified. Each driver shall have a current valid driver's license appropriate for the vehicle being operated, and be valid to drive in the State of Iowa. The Contractor agrees that the owners of the company or the officers of the company, if a corporation, shall be responsible for the acts of their employees while on duty.

RESPONSE TIME:

The Contractor shall provide a 24-hour per day, 7-day per week, towing service. The Contractor shall have a wrecker at the destination requested not more than twenty (20) minutes from the time that the towing firm receives a call. The Contractor shall have 24-hour per day, 7-day per week, radio or telephone communications. Answering phone services are not permitted. If service is not provided within the specified time, the City shall have the right to make other arrangements with the Secondary Tow Service.

COMPENSATION:

- a. Charges for towing shall be forwarded monthly to the Police Department for payment and such invoices shall identify the vehicle towed and the location from which the vehicle was towed. Tow fees are as follows:
Motorcycles/Cars/Trucks/Vans- \$100.00
- b. The City shall be responsible for payment of towing services. Payment will occur after the City Council has approved the list of invoices at their regular City Council Meeting. City Council Meetings are held on the 1st and 3rd Monday's of each month.

NON-EXCLUSIVENESS OF SERVICES:

The owner or person in possession of any vehicle that has been involved in an accident or whose vehicle has been incapacitated in any other manner shall be given the opportunity of contacting a wrecker or tow truck company of the owner or person's own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. The owner or person in possession shall further be given the opportunity of having such vehicle towed to a garage or compound other than that of the Contractor.

SERVICE:

The Contractor shall furnish towing service for the removal of vehicles for Police Impound Tows, Multiple Tow Capability, Vehicle Accident Tows, Snow Emergency Response, Snow Removal Tows, and Crime Scene Tows.

Such service shall be available on a 24-hour per day, 7-day per week, basis and shall require a minute or less response time 95% of the time.

OTHER INTERESTS:

The Contractor shall not, in the performance of this Contract, favor any automobile or truck body shop, or paint shop businesses. The Contractor hereby represents that it has no connection, association, affiliation or financial interest in any automobile or truck body shop or paint shop business. If the Contractor acquires any financial interest in such a business after the Contract has been awarded, the Contractor shall notify the City immediately in writing. A violation of this provision during the term of the Contract shall be grounds for immediate termination of this Contract.

COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS:

The Contractor shall comply with all applicable local, state, and federal laws.

NON-ASSIGNABILITY AND SHAREHOLDERS:

This Contract shall not be assignable.

TERMINATION:

This Contract may be terminated for any failure of the Contractor to comply with the material requirements hereof. In such event, the Contractor shall be given written notice of the intent to terminate this Contract and the Contractor shall then have ten (10) days from the date of the notice to cure such deficiency to the complete satisfaction of the City. In the event the Contractor fails to cure such deficiency within such time, this Contract shall stand terminated.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

STORM LAKE TOWING

By: _____
Tyson Rice, Owner

Date

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

Date

ATTEST:

Mayra A. Martinez, City Clerk

Date

Staff Summary

6/3/2019

Agenda Item # 4.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Public Hearing for Plans, Specs and Form of Contract for the Casino Lift Stat Odor Control Project**

BACKGROUND: Odor issues around the Casino Lift Station have been a concern to neighboring residents. On February 5, City Council approved a professional services agreement with Bolton & Menk to determine the cause and remediation of the odor at Casino Lift Station. A biofiltration system is recommended for the Casino Beach Lift Station.

FISCAL IMPACT: N/A

RECOMMENDATION: Open Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
□ Project Plan	Backup Material



PROJECT MANUAL

Casino Lift Station Odor Control Improvements

City of Storm Lake, IA

218 11th Street SW Plaza • Spencer, IA 51301
Ph: (712) 580-5075



Bolton-Menk.com

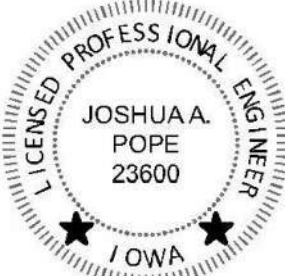
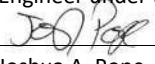
SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for

Casino Lift Station Odor Control Improvements

City of Storm Lake, IA

	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.  _____ Date: <u>May 6, 2019</u> Joshua A. Pope License No. 23600 My renewal date is 12/31/2019 Pages or sheets covered by this seal: <u>Entire Document (excluding Drawings)</u>
--	--

SECTION 00010 - TABLE OF CONTENTS

Casino Lift Station Odor Control Improvements City of Storm Lake, IA

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

00005 - CERTIFICATION PAGE
00010 - TABLE OF CONTENTS
00100 - NOTICE TO BIDDERS
00200 - INSTRUCTIONS TO BIDDERS
00410 - PROPOSAL
00420 - BID BOND
00450 - INFORMATION REQUESTED FROM THE LOW BIDDER
00500 - CONTRACT
00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND
00800 - SPECIAL PROVISIONS
00900 - NOTICE OF AWARD
00910 - NOTICE TO PROCEED
00920 - LETTER OF TRANSMITTAL

Technical Specifications

09 90 00 - PAINTING AND PROTECTIVE COATINGS
40 05 36 - FIBERGLASS REINFORCED PLASTIC DUCT AND DAMPERS
44 11 19 - ODOR CONTROL FAN
44 31 21 - ODOR CONTROL BIOFILTER

DRAWINGS (UNDER SEPARATE COVER):

8 sheets numbered 1.01 through 7.02, inclusive, dated April 10, 2019, and with each sheet bearing the following general title:

Casino Lift Station Odor Control Improvements
City of Storm Lake, Iowa

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2019 EDITION
unless modified herein.**

******END OF SECTION******

SECTION 00100 – NOTICE TO BIDDERS

Casino Lift Station Odor Control Improvements City of Storm Lake, IA

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair or improvement as stated below must be filed before 3:30 P.M. on May 22, 2019, in the office of the City Clerk, 608 Erie Street, Storm Lake, IA 50588.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 3:30 P.M. on May 22, 2019, in the office of the City Clerk, City of Storm Lake, 608 Erie Street, Storm Lake, IA 50588 with the results being reported to the City of Storm Lake at its meeting at 5:00 P.M. on June 3, 2019 at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Storm Lake City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be to the best interest of the City of Storm Lake.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before August 16, 2019 and completed and made ready for final payment on or before August 30, 2019.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon. The bidder's security shall be in an amount equal to 5 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications.

Contract Documents. Copies of the project documents are available for a price of \$25 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 218 11th Street SW, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering Quest project #6315319 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Storm Lake will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

Project Description: Construction of a biofilter, electrical equipment, and other miscellaneous items of work

The Notice is given by order of the City Council of the City of Storm Lake

Mayra Martinez
City Clerk

SECTION 00200 – INSTRUCTIONS TO BIDDERS

Casino Lift Station Odor Control Improvements City of Storm Lake, IA

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2019 Edition and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

ARTICLE 1 - BID SECURITY

- 1.01 The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the City of Storm Lake, hereinafter called the "Jurisdiction".
- 1.04 The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.

ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- 2.01 The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder. The Proposal and Bid security shall be deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids along with the appropriate bid security. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- 2.02 The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
 - A. PROPOSAL – Complete each of the following parts:
 - Part B – Acknowledgment of Addenda, if any have been issued;
 - Part C – Bid Items, Quantities and Prices
 - Part G – Identity of Bidder;
- 2.03 Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.
- 2.04 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited

alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

- 3.01 The work is located in the City of Storm Lake.

Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete as stated in Section 00500 Contract. Liquidated Damages will be assessed as detailed in the stated in Section 00500 - Contract.

- 3.02 Community Events.

Successful bidder will be required to coordinate with the owner and accommodate the owner's requirements for the following list of events: None.

- 3.03 Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Storm Lake and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless City of Storm Lake from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2-year from and after acceptance of the work.

- 3.04 The City of Storm Lake, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 4 - PREFERENCE OF PRODUCTS AND LABOR

- 4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state of foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5 - TAXES

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

- 5.02 The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.
- 5.03 Income Tax:
- A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - B. If successful bidder is a non-Iowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

******END OF SECTION******

SECTION 00410 - PROPOSAL

Casino Lift Station Odor Control Improvements City of Storm Lake, IA

PROPOSAL: PART A – SCOPE

The City of Storm Lake, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the improvements on Casino Lift Station Odor Control Improvements

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

LUMP SUM: Bidder will complete the work in accordance with the Contract Documents at the prices shown in the attached Bidding Schedule.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid only, not including any alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and

2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Substantially complete and complete the work on or before specified dates as detailed in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rates detailed in Section 00500 – Contract for each thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding; and
5. That the bid has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder; and
6. That all statements in this proposal are true; and
7. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None

PROPOSAL: PART G - IDENTITY OF BIDDER

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

☐ Individual,
Sole Proprietorship

Bidder

☐ Partnership

Signature

☐ Corporation

By

Name (Print/Type)

☐ Limited Liability Company

Title

☐ Joint-venture; all parties must join-in and
execute all documents

Street Address

☐ Other

City, State, Zip Code

The bidder shall enter its Public
Registration Number _____ - _____
issued by the Iowa Commissioner of Labor
Pursuant Section 91C.5 of the Iowa Code.

Telephone Number

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above**

Failure to provide said Registration
Number shall result in the bid being read
under advisement. A contract will not be
executed until the Contractor is registered.

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or
electronic signatures will not be accepted.**

All bidders must submit the following completed form to the governmental body requesting bids per
875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____
2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be reason to reject my bid.

Firm Name: _____
Signature: _____ Date: _____

WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Casino Lift Station Odor Control Improvements
City of Storm Lake, IA

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES, BIDDING SCHEDULE

Lump Sum Bid Price	\$
--------------------	----

Bidder Name

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SECTION 00420 – BID BOND

**Casino Lift Station Odor Control Improvements
City of Storm Lake, IA**

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and

_____, as Surety, are held and firmly bound unto, City of Storm Lake as Oblige, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following project:

Casino Lift Station Odor Control Improvements

The Surety 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 Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

PRINCIPAL:

By

Surety Company

Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

By

Bidder

Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

**(The Low Bidder May Be Requested To Provide This Information
After The Bids Are Received But Prior To Issuing The Notice Of
Award)**

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address:

Number of years as a Contractor in construction work of this
type:

Names and titles of all officers of
Contractor's firm:

SUBMIT a list of five construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- Concrete Mixes
- Aggregates
- Piping and Appurtenances
- Biofilter Media
- Electrical Components
- Turf Restoration

******END OF SECTION******

SECTION 00500 – CONTRACT

Casino Lift Station Odor Control Improvements City of Storm Lake, IA

THIS CONTRACT, made and entered into at _____
this _____ day of _____, by and between
the City of Storm Lake hereinafter called the "Jurisdiction", and _____,
hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Casino Lift Station Odor Control Improvements as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 608 Erie Street, Storm Lake, IA 50588, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2019 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following project:

Casino Lift Station Odor Control Improvements

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

- A. Completion Date
 1. All work under the Contract must be substantially complete on or before August 16, 2019.
 2. All work under the Contract must be complete and made ready for final payment on or before August 30, 2019.
 3. This project is a completion date based contract.
- B. Liquidated Damages
 1. Substantial Completion: Contractor shall pay liquidated damages for noncompliance with said completion provisions in the amount of \$600.00 (Six Hundred) for each calendar day the work remains incomplete until substantial completion is achieved.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay liquidated damage in the amount of \$85.00 (Eight-five) for each calendar day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

C. Maintenance Bond & Warranty

1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Storm Lake, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2-year from and after acceptance of the work.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Storm Lake

CONTRACTOR:

By _____

(Seal)
ATTEST:

By _____

Contractor's Contact Name
Contractor's Title

Keri Navratil, City Manager

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____

Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20 ____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.

Lump Sum Bid Price	\$
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SECTION 00610 – PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Casino Lift Station Odor Control Improvements
City of Storm Lake, IA

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the Casino Lift Station Odor Control Improvements project in Storm Lake, IA and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

For purposes of the maintenance bond, acceptance of work shall be interpreted as the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08 and the maintenance period shall commence on the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08, unless otherwise modified by the Specifications or by Written Agreement.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree,

jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s).

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Contractor

By:

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By:

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SECTION 00800 – SPECIAL PROVISIONS

FOR

Casino Lift Station Odor Control Improvements
City of Storm Lake, IA

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1) DEFINITION AND INTENT

- a) The Specifications that apply to the materials and construction practices for this project are defined as follows:
 - i) The 2019 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
 - ii) Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
 - iii) “Owner”, “Jurisdiction” and “City” shall mean the City of Storm Lake, acting through the Casino Lift Station Odor Control Improvements Project.
 - iv) “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
 - v) “Engineer” shall mean the Engineer on Record.
 - vi) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
 - vii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
 - viii) “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
 - ix) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.
- b) Engineer: Bolton & Menk, Inc., 218 11th Street SW, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430.

2) GENERAL PROVISIONS AND COVENANTS

- a) Division 1 of the General Provisions and Covenants of the 2019 Edition SUDAS Standard Specifications is modified as follows:
 - i) Section 1050, 1.05 Shop Drawings, Certificates, and Equipment Lists.
 - (a) Electronic submittal of shop drawings will be allowed.
 - (b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.

3) WORK REQUIRED

- a) Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the Casino Lift Station Odor Control Improvements as described in the Official Publication.

4) PLANS AND SPECIFICATIONS

- a) The Owner will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Owner for printing costs for additional copies required.
- b) Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

5) SUBMITTALS

- a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.
- b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
 - i) Testing reports.
 - ii) Manufacturer's data for materials that are to be permanently incorporated into the project.
 - iii) Details of proposed methods of any special construction required.
 - iv) Purchase orders and subcontracts without prices.
 - v) Traffic control and staging plan.
 - vi) Such other information as the Engineer may request to insure compliance with contract documents.
 - vii) List of Subcontractors and Suppliers.
- c) The Engineer's review of a submittal shall not relieve the Contractor from the responsibility for deviation from the drawings and specifications unless the Contractor had, in writing, called the Engineer's attention to the deviations at the time of submission, nor shall it relieve the Contractor from the responsibility of errors within the submittal.
- d) All submittals shall be reviewed by the Engineer prior to their incorporation into the project. If materials are installed without prior review and found to be non-conforming, they will be subject to removal at the Contractor's expense.

6) STANDARDS AND CODES

- a) Construct improvements with best present day construction practices and equipment.
- b) Conform with and test in accordance with applicable sections of the following standards and codes.
 - i) American Association of State Highway and Transportation Officials (AASHTO).
 - ii) American Society for Testing and Materials (ASTM).
 - iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - iv) Iowa Department of Natural Resources (Iowa DNR)
 - v) American National Standards Institute (ANSI).
 - vi) American Water Works Association (AWWA).
 - vii) American Welding Society (AWS).
 - viii) Federal Specifications (FS).
 - ix) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
 - x) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - xi) Standards and Codes of the State of Iowa and the ordinances of the Owner.
 - xii) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.
- c) Permits Obtained by Contractor
 - i) The Contractor shall secure and pay for the cost of any permit not obtained by the Owner.

7) CONSTRUCTION GENERAL

- a) Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- b) Contractor shall cooperate with the City of Storm Lake, IA and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- c) The Contractor is expected to provide adequate personnel and equipment to perform work within the specified time of construction.
- d) Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.
- e) Contractor shall complete surface restoration and clean up activities as construction progresses.

8) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
- b) The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 - i) To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - ii) To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

9) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of Owner and Engineer.
- d) Contractor shall cooperate with Owner, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- e) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

10) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.

11) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- b) Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.

- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

12) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.
- c) Weekly progress meetings, if specified at the preconstruction conference may be held at the project site to review project schedule, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- d) Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.

13) COORDINATION WITH OTHERS

- a) Contractor shall cooperate and coordinate construction with the Owner, utility companies, affected property owners, and other contractors working in vicinity of this project.
- b) It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- c) Contractor shall cooperate and coordinate with property owners prior to beginning work that will affect their parcel.
- d) The Contractor shall coordinate all work requiring the limiting of access to buildings by emergency equipment with fire and emergency departments. This shall include notification of the daily construction schedule.

14) CONSTRUCTION LIMITS

- a) Contractor shall confine the construction operations within the construction limits shown on the plans.
- b) Contractor shall not store equipment, vehicles, or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- c) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- d) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.
- e) All work on this project will be within City Right-of-Way, Easements or Public Property.

15) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.

- d) Contractor shall periodically update it as needed due to changes in progress of construction from original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- f) Upon removal work commencing, work shall be continuously pursued until substantial completion is achieved.
- g) The Contractor shall not be allowed to leave the project site for a period of more than seven (7) consecutive calendar days, except for unforeseeable delays due to weather. Should the Contractor be absent from the project site for more than this duration, the Owner may **assess a fee in the amount of \$ 1500 per day for each day** that the Contractor is absent and until typical construction activity is resumed.

16) CONSTRUCTION STAKING

- a) The Engineer will provide horizontal and vertical control points on the project's datum.
- b) The Engineer will provide stakes indicating the right of way and/or temporary easement construction limits.
- c) Contractor is responsible to have all areas where stakes need to be set to be clear of debris. The contractor needs to also provide a clear line of sight for staking.
- d) The Contractor shall submit staking requests a minimum two (2) working days, excluding Saturdays, Sundays, and legal holidays, prior to the date requested stakes are needed on the project. Staking requests submitted after 2pm shall be recorded as being received the next business day.
- e) The stakes are an integral part of the project and the Contractor shall protect and preserve all such stakes and marks, and will be charged with the expense of resetting all such stakes and marks destroyed or disturbed due to the Contractor's carelessness or negligence. Stakes that are destroyed due to vandalism, erosion or other incidents shall be re-staked by the Engineer, and will not be at the Contractor's expense.
- f) In the event of apparent or questionable errors or inconsistencies in such stakes set for control of line and/or grade, the Contractor shall promptly notify the Engineer of such error or inconsistency and shall not proceed with the work until such stake, grade, or mark shall have been verified or corrected by the Engineer.
- g) The Engineer will mark the existing boundary monuments prior to construction. The Contractor is responsible for protecting the monuments during construction. If monuments are removed the Engineer will reset them post construction at the Contractor's expense.
- h) All other line and grade staking shall be the responsibility of the Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc. The survey cost of establishing stakes requested by the Contractor for the convenience of the Contractor, beyond those cited as basic project control, will be charged to the Contractor or withheld from the amounts due to the Contractor.

17) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- b) All manholes and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment.
- c) Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.
- d) Tie-ins with existing pavements and utilities shall be verified for correctness of alignment and elevation prior to construction staking. Any discrepancies discovered during this verification process will be brought to the attention of the Engineer for review and assistance with resolution prior to staking.
- e) When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- f) The Engineer will have a representative at the preconstruction conference to discuss construction staking.

- g) The Jurisdiction and Engineer will not be responsible for delays due to lack of grade or line stakes unless the Contractor has given the Engineer a 48 hour, working day, notice that such stakes will be needed and the Contractor's work is being conducted in a satisfactory manner and at the specified rate of progress.

18) MATERIALS TESTS

- a) Material testing as specified for construction will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Testing shall meet the requirements of the SUDAS Standard Specifications.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall provide transportation of all samples to the laboratory.
- d) The Contractor shall not deliver materials to the project site until laboratory tests have been furnished which verify compliance of materials with specifications.
- e) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.
- f) Contractor shall certify that materials and equipment are manufactured in accordance with applicable specifications.

19) EXISTING UTILITIES

- a) Location of utility lines, mains, cables, and appurtenances shown on plans are from information provided by utility companies and records of the Owner.
- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate work schedules with the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

20) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials, and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed as directed by the Engineer.
- b) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- c) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.

- d) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble, and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.
- e) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- f) The Owner retains first right of refusal for retaining any existing materials removed by the construction.
- g) The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- h) Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

21) TRAFFIC CONTROL

- a) The Contractor shall provide sufficient surveillance of the traffic control devices to insure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:
 - The Engineer
 - The Owner
 - Local Law Enforcement Agencies
- b) The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work or be subject to a \$ 100 per hour deduction from the time of notification for non-attention to project security and safety.
- c) The Contractor shall schedule the work to cooperate fully with property owners and occupants abutting the project to minimize the time of restricted access to their property during the construction period.
- d) Contractor shall furnish, erect, and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones, and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- e) Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- f) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- g) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- h) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.
- i) Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice placed on the front door. The following items shall be included within the notice:
 - (a) The street name, location and proposed date of street closure
 - (b) The estimated schedule for completion of work
 - (c) The estimated date for reopening of the street
 - (d) Procedure for garbage collection recycling and postal service

22) TEMPORARY FENCES

- a) Contractor shall install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.

- b) Contractor shall provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
 - i) Refer to Iowa DOT Section 4188.03 for fence materials.
- c) Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- d) Contractor shall remove temporary fencing upon completion of construction.

23) EROSION & SEDIMENT CONTROL

- a) If Contractor fails to install and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written order to the Contractor. **Failure to perform this work within 24 hours of notification of non-compliance may result in the Owner issuing a Municipal Infraction for Illicit Discharge and/or the Owner or Engineer arranging for completion of the work by others. A contract deduction shall be made equal to the total of all costs to perform such work so arranged, including but not limited to, labor, materials, equipment and administrative costs.**
- b) Contractor is responsible for preparing the SWPPP to match staging, phasing, and construction methods as work progresses. Contractor shall comply with the erosion control requirements of said plan, the Iowa Code, and local ordinances. Protect against erosion and dust pollution on this project site and any off-site deposit or borrow area used for this project.
- c) The Contractor will publish the necessary notification for the NPDES permit prior to the start of construction. The Contractor shall obtain an NPDES permit from the Iowa DNR for the area within the limits of this project based on the Pollution Prevention Plan. It shall be the Contractor's responsibility to update the plan during construction and have the plan available on site at all times.
- d) Contractor shall protect adjoining property (including public sanitary/storm sewer systems and streets) from any damage resulting from movement of earth or other debris from the project site. Any damage shall be repaired immediately.
- e) Contractor shall prevent the accumulation of earth or debris on adjoining public or private property from the project. Contractor shall remove any accumulation of earth or debris immediately and prevent the repetition of any instance where earth or debris moves from the project site to adjoining public or private property.
- f) Contractor shall provide erosion control measures necessary to protect against siltation and erosion from the flow of storm water. Maintain continuous operation of the storm sewer system throughout the construction period.
- g) Contractor shall use erosion control methods at all drainage courses, swales, and storm sewer inlets/outlets to protect against siltation and erosion.
- h) The Contractor will be fully liable for all damages to public and private property caused by their action or inaction in providing for handling of storm water flow during construction.
- i) As construction progresses, stabilization is required in those segments of the corridor that become available to do so. The Contractor shall not wait until all grading and paving operations are completed before commencing final surface restoration.
 - i) The Contractor shall anticipate multiple mobilizations to complete seeding, sodding, mulching, and surface restoration operations.

24) DUST ABATEMENT

- a) The Contractor shall perform dust control operations necessary to proactively prevent the production of dust in amounts to cause nuisance or damage to property, vegetation, animals, or persons in the vicinity of the construction.
- b) The Contractor shall keep the surface of construction work areas and unpaved haul roads moist by spraying with uncontaminated water so as to prevent, not just reduce, airborne dust.

- c) The Contractor shall suspend construction or haul traffic when the Contractor cannot prevent airborne dust until such time as dust control can be re-established to the required levels.
- d) The Contractor shall be responsible for any damage resulting from dust originating from the construction. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility under these Contract provisions.
- e) Requests by the Owner or Engineer for additional water to be placed for dust control shall be accomplished within 4 hours of notification and shall also include evenings and weekends as required or deemed necessary by the Owner or the Engineer. **Failure to perform the work requested within the 4 hours may result in the Owner or Engineer arranging for dust control by others. A contract deduction shall be made equal to the total of all costs to perform dust control so arranged, including not limited to labor, materials, equipment and administrative costs.**

25) DEWATERING

- a) Contractor shall perform all construction work in dry conditions.
- b) Unless specified in the Bid Items, all costs associated with Dewatering activities shall be incidental to the project.
- c) Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- d) Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- e) Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- f) The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- g) Contractor shall maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - i) A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.
 - ii) Costs of installing and operating dewatering system are incidental, unless specified otherwise.
- h) Contractor shall provide means for conveying surface water encountered during construction.
 - i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
 - ii) Surface water and storm sewer flows shall be diverted around areas of construction.
 - iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.
- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

26) MEASUREMENT AND PAYMENT

- a) Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation, and labor necessary to construct and complete each item of work as specified. No separate payment will be made for work included in this project except as set forth in the bid item reference notes within the construction drawings. All other items of work are incidental to construction.
- b) **Payment for Hauled Materials:** No compensation will be paid for any weigh ticket received after the date shown on the ticket unless prior arrangements are made with the Engineer.

- c) **Payment for Materials Stored on Site:** No compensation will be paid for materials delivered to the site and not incorporated into the project.
- d) The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid. These costs shall be included in the Lump Sum Price bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:

Concrete header removal
Connections to existing storm sewer structures and pipes unless specified for separate payment
Construction and removal of temporary access roads
Construction fencing
Construction staging & phasing
Coordination and cooperation with affected property owners
Coordination and cooperation with the City of Storm Lake
Coordination and cooperation with other Contractors
Coordination and cooperation with other projects in the area
Coordination and cooperation with utility companies
Dewatering and handling storm water flow during construction
Dust control measures
Engineering Fabric
Excavation, verification and protection of existing utilities
Field and wood fence removal
Field testing
Finish grading
Full depth sawcutting of existing pavement
Grading for storm sewer outlets
Granular backfill and bedding for storm and sanitary sewer installation
Granular surfacing removal
Maintenance and watering for seeding and sodding
Maintenance of erosion control measures, including silt removal
Material testing
Monitoring weather conditions
Mowing
Overhaul
Pipe and structure bedding material
Porous backfill for subdrain
Proof rolling
Protection of existing hydrant(s) and valve(s)
Protection of existing trees and plantings not shown as removals
Protection of existing utilities and light poles
Removing and reinstalling existing signs
Reseeding
Site cleanup/restoration
Temporary safety closures
Temporary sheeting and shoring
Water valve removal
Working backfill to reduce moisture content
Working subgrade to achieve acceptable moisture content
Wrapping of storm sewer pipe joints

******END OF SECTION******

SECTION 00900 – NOTICE OF AWARD

(To be executed after bid is awarded)

TO: Contractor
Address 1
Address 2
City, ST Zip

PROJECT TITLE: Casino Lift Station Odor Control Improvements
PROJECT DESCRIPTION: Construction of a biofilter, electrical equipment, and other miscellaneous items of work
OWNER'S NAME: City of Storm Lake

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the _____ day of _____, 2019.

You must deliver to the OWNER Three (3) fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature. You must deliver with the executed Agreement acceptable Contract Security (Bonds), Certificate(s) of Insurance, and other required information. Within ten days after you comply with the above conditions, the OWNER will return to you one fully executed counterparts of the Agreement.

Dated this, the _____ day of _____, 2019

Bolton & Menk, Inc.

218 11th Street SW, Spencer, IA 51301, (712) 580-5075

Representing:

City of Storm Lake

Storm Lake, IA 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,

this, the _____ day of _____, 2019.

BY: _____

TITLE: _____

SECTION 00910 – NOTICE TO PROCEED

(To be executed after Agreement, Bonds and Insurance Certificates are approved)

TO: Contractor	Date:
Address 1	Project Title: <u>Casino Lift Station Odor Control Improvements</u>
Address 2	Project Owner: <u>City of Storm Lake</u>
City, ST Zip	Project Location: <u>Storm Lake, IA</u>

You are hereby notified to commence WORK in accordance with the Agreement awarded on _____, 2019. The Contract Time shall commence to run on Anticipated start date: _____, 2019. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

233-4430

Bolton & Menk, Inc.
218 11th Street SW, Spencer, IA 51301, (712) 580-5075, fax (515)

Representing:
City of Storm Lake
Storm Lake, IA 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,
this, the _____ day of _____, 2019.

BY: _____

TITLE: _____



**BOLTON
& MENK**

Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

Letter of Transmittal

Date: _____

Project No.: A21.117315

TO: _____

☐ UPS Dropdown Selection

☐ Fedex Ground

☐ Regular Mail

☐ Client Pick-up

☐ Hand Carry

☐ Fax

☐ Fax/Send

RE:

WE ARE ENCLOSING:

FOR YOUR:

☐ Review

☐ Records

☐ Approval

☐ Distribution

☐ Information

☐ Use as Requested

☐ Please Return Corrected Prints

REMARKS:

cc:

By:

Technical Specifications
for
Casino Lift Station Odor Control Improvements
City of Storm Lake

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SECTION 09 90 00 - PAINTING AND PROTECTIVE COATINGS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The intention of these Specifications is for all piping, metals and other materials that have not been shop coated to be protective painted, whether specifically mentioned or not, except as specified otherwise. Exterior concrete surfaces, galvanized steel, stainless steel and aluminum surfaces will not be protective painted unless specifically indicated.
- B. Coating Subcontractor SSPC QP1 Certification is not mandatory for this Project. The painting subcontractor, or contractor, must meet the Quality Assurance specified in Paragraph 1.5.A and provide Applicators Qualifications as specified in Paragraph 1.4.C.1 of this Section.

1.2 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. American National Standards Institute (ANSI):
 - a. Standard Colors for Color Identification and Coding.
 - b. A13.1, Scheme for the Identification of Piping Systems.
 - 2. American Water Works Association (AWWA):
 - a. C203, Coal-Tar Protective Coatings and Linings for Steel Water Pipelines- Enamel and Tape-Hot-Applied.
 - b. C210, Liquid Epoxy Coating System for the Interior and Exterior of Steel Water Pipelines.
 - c. C214, Tape Coating Systems for the Exterior of Steel Water Pipelines.
 - 3. NSF International (NSF): 61 Drinking Water System Components-Health Effects.
 - 4. National Association of Corrosion Engineers (NACE): Manual for Painter Safety.
 - 5. Occupational Safety and Health Act (OSHA).
 - 6. Steel Structures Painting Council (SSPC):
 - a. QP1, Standard Procedure for Evaluating Qualifications of Painting Contractors.
 - b. QP2, Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint.
 - c. SP 1, Surface Preparation Specification No. 1, Solvent Cleaning.
 - d. SP 2, Hand Tool Cleaning.
 - e. SP 3, Power Tool Cleaning.
 - f. SP 5, White Metal Blast Cleaning.
 - g. SP 6, Commercial Blast Cleaning.
 - h. SP 7, Brush-Off Blast Cleaning.
 - i. SP 8, Pickling.
 - j. SP 10, Near-White Blast Cleaning.
 - k. SP 11-T, Power Tool Cleaning to Bare Metal.
 - l. SP 13, Concrete Preparation
 - m. Guide No. 3, PA, Guide to Safety in Painting Applications.

1.3 DEFINITIONS

A. Terms used in this section:

1. Coverage: Total minimum dry film thickness in mils, or square feet per gallon.
2. FRP: Fiberglass Reinforced Plastic.
3. HCl: Hydrochloric Acid.
4. MDFT: Minimum Dry Film Thickness.
5. MDFTPC: Minimum Dry Film Thickness per Coat.
6. Mil: Thousandth of an inch.
7. Military Specification-Paint.
8. PSDS: Paint System Data Sheet.
9. SFPG: Square Feet per Gallon.
10. SFPGPC: Square Feet per Gallon per Coat.
11. SP: Surface Preparation.

1.4 SUBMITTALS

A. Shop Drawings:

1. Data Sheets:

- a. For each paint system, furnish a Paint System Data Sheet (PSDS), the Manufacturer's Technical Data Sheets, and paint colors available (where applicable) for each product used in the paint system. The PSDS form is appended to the end of this section.
- b. Submit required information on a system-by-system basis.
- c. Furnish copies of paint system submittals to the coating applicator.
- d. Indiscriminate submittal of Manufacturer's literature only is not acceptable.

B. Samples: (Not required for this project)

1. Reference Panel:

- a. Prior to start of surface preparation, furnish a 4" by 4" steel panel for each grade of sandblast specified herein, prepared to specified requirements.
- b. Provide panel representative of the steel used; prevent deterioration of surface quality.
- c. Upon approval of Engineer, panel to be reference source for inspection.
- d. Furnish additional samples as required until colors, finishes, and textures are approved.
- e. Approved samples to be the quality standard for final finishes.

C. Quality Control Submittals:

1. Applicator's Qualification: List of references substantiating experience. A separate list of references is required for the applicator of the 100% solids polyurethane coating specified herein.
2. Factory Applied Coatings: Manufacturer's certification stating factory applied coating system meets or exceeds requirements specified.
3. If the Manufacturer of finish coating differs from that of shop primer, provide both Manufacturers' written confirmation that materials are compatible.

4. Manufacturer's written instructions and special details for applying each type of paint.
5. Manufacturers' Certification of Proper Installation.

D. Contract Closeout Submittals: Special guarantee.

1.5 QUALITY ASSURANCE

A. Qualifications:

1. Applicator: Minimum 5 years of experience in application of specified products.

B. Regulatory Requirements:

1. Meet federal, state, and local requirements limiting the emission of volatile organic compounds.
2. Perform surface preparation and painting in accordance with recommendations of the following:
 - a. Paint Manufacturer's instructions.
 - b. SSPC-PA Guide No. 3, Guide to Safety in Paint Applications.
 - c. Federal, state, and local agencies having jurisdiction.

C. Mockup:

1. Before proceeding with work under this section, finish one complete space or item of each color scheme required showing selected colors, finish texture, materials, quality of work, and special details.
2. After approval, sample spaces or items shall serve as a standard for similar work throughout the Project.

1.6 DELIVERY, STORAGE AND HANDLING

A. Store products in a protected area that is heated or cooled to maintain temperatures within the range recommended by paint Manufacturer.

B. Shipping:

1. Where pre-coated items are to be shipped to the site, protect coating from damage. Batten coated items to prevent abrasion.
2. Use nonmetallic or padded slings and straps in handling.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Do not apply paint in temperatures outside of Manufacturer's recommended maximum or minimum allowable, or in dust, smoke-laden atmosphere, damp or humid weather.

B. Do not perform abrasive blast cleaning whenever relative humidity exceeds 85%, or whenever surface temperature is less than 5° F above dew point of ambient air.

1.8 SPECIAL GUARANTEE

- A. Furnish extended guarantee or warranty, with OWNER named as beneficiary, in writing, as special guarantee. Special guarantee shall provide for correction, or at the option of the OWNER, removal and replacement of work specified in this Specification section found *defective* during a period of 1 year after the date of Substantial Completion.
- B. Contractor and paint Manufacturer shall jointly and severally furnish guarantee.

PART 2 - PRODUCTS

2.1 PAINT AND COATINGS MANUFACTURERS

- A. Nationally recognized Manufacturers of paints and protective coatings who are regularly engaged in the production of such materials for essentially identical service conditions.
- B. Protective Coatings Manufacturers:
 - 1. Tnemec Coatings
 - 2. Sherwin Williams
 - 3. Or equal
- C. Cement Waterproofing and Finishing Manufacturers:
 - 1. “Thoro Products” as manufactured by BASF
 - 2. Or equal
- D. 100% Solids Polyurethane Manufacturers
 - 1. Zebron Corporation
 - 2. Carbolite Company
 - 3. Or equal
- E. No request for substitution will be considered which decreases the film thickness designated and/or the number of coats to be applied, or which offers a change from the generic type of coating specified. Any request for substitution shall contain the full name of each product, descriptive literature, directions for use, generic type, nonvolatile content by volume, and a list of at least ten (10) applications where each of the coatings has been used on new construction and has rendered satisfactory service for at least three (3) years. Submitted paint system shall be used throughout entire project.

2.2 ABRASIVE MATERIALS

- A. Select abrasive type and size to produce surface profile that meets coating Manufacturer’s recommendations for specific primer and coating system to be applied.

2.3 PAINT MATERIALS

A. General:

1. Manufacturer's highest quality products suitable for intended service.
2. Compatibility: Only compatible materials from a single Manufacturer shall be used in the work. Particular attention shall be directed to compatibility of primers and finish coats.
3. Thinners, Cleaners, Driers, and other additives: As recommended by Manufacturer of coating material.

B. Protective Coatings Products:

Product	Definition
100% Solids Hybrid Polyurethane Zebron 386, Carboline Reactamine 760, or equal	Plural component, 3-1 mix ratio, 100% solids nonsolvent hybrid polyurethane coating with a minimum Shore D hardness of 57 at 77 degrees F., capability of 30-250 Mil MDFT per coat.
Nonsolvent Epoxy Primer	100% solids non-solvent, moisture tolerant, low temperature cure epoxy primer. Spray application capability of 1-3 mils MDFT.
Coal-Tar Epoxy	Amine or phenolic epoxy type: 70% volume solids minimum, suitable for immersion service
Organic Zinc Rich Primer	Converted epoxy, epoxy/phenolic or urethane type, minimum 10 pounds metallic zinc content per gallon
Rust Inhibitive Primer	Single Package steel primers with anticorrosive pigment loading
Wash Primer	Vinyl butyral acid
Epoxy Nonskid (Aggregated)	Polyamide or amine converted epoxies aggregated; aggregate may be packaged separately
High Build Epoxy	Polyamide or polyamidoamine epoxy, minimum 69% volume solids, capability of 4 to 8 Mil MDFT per coat
Modified Aromatic Polyurethane Primer	Single component, moisture-cured resin, containing micaceous iron oxide and zinc, minimum volume solids 59%, capability of 2.5 to 3.5 Mil MDFT per coat
Hydrophobic Aromatic Polyurethane	Moisture-cured, hydrocarbon-modified coating, minimum 69% volume solids, capability of 5.0 to 10.0 Mil MDFTPC.
Aliphatic Acrylic Polyurethane	High build quality resistant to abrasion, wet conditions, corrosive fumes, and exterior weathering, minimum 64% volume solids, capability of 2.0 to 5.0 Mil MDFTPC.
Epoxy Modified Cementitious Mortar	100% solids trowel grade high-performance, aggregate reinforced material for surfacing, patching and filling voids and bugholes in concrete substrates, capability of 1/16" to 1/4" MDFT per lift
Modified Polyamine Epoxy, Sherwin Williams Dura-Plate UHS or equal	Abrasion-Resistant lining specifically designed for wastewater immersion and fume environments; provides low permeation to hydrogen sulfide gas, protects against MIC and provides chemical resistance to severe wastewater environments; 100% solids and capability of 15 to 40 Mil MDFT in one or two coats on steel surfaces.

Product	Definition
Alkali Resistant Bitumastic, Carboline Bitumastic Superservice Black, Tnemec 46-465 or equal	Alkali resistant bitumastic coating specifically intended as a barrier between concrete surfaces and dissimilar metals. Capability of 8-14 mil MDFT.

- C. Cement Waterproofing and Finishing Products: See Application Schedule Specified herein.

2.4 MIXING

A. Multiple-Component Coatings:

1. Prepare using the contents of the container for each component as packaged by paint Manufacturer.
2. No partial batches will be permitted.
3. Do not use multiple-component coatings that have been mixed beyond their pot life.
4. Furnish small quantity kits for touchup painting and for painting other small areas.
5. Mix only components specified and furnished by paint Manufacturer.
6. Do not intermix additional components for reasons of color or otherwise, even within the same generic type of coating.

- B. Colors: Formulate paints with colorants free of lead, lead compounds, or other materials that might be affected by presence of hydrogen sulfide or other gas likely to be present at the site.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Surface Preparation Verifications:

1. Inspect and provide substrate surfaces prepared in accordance with these Specifications and the printed directions and recommendations of paint Manufacturer whose product is to be applied. The more stringent requirements shall apply.
2. Provide Engineer minimum 7 days advance notice to start of shop or field surface preparation work and coating application work.
3. Perform such work only in presence of Engineer, unless Engineer grants prior approval to perform such work in Engineer's absence.

- B. Schedule inspection with Engineer in advance for cleaned surfaces and all coats prior to succeeding coat.

3.2 PREPARATION

A. Shop Blast Cleaning:

1. Notify Engineer at least 7 days prior to start of shop blast cleaning to allow for inspection of the work during surface preparation and shop application of paints.
2. Structural steel, metal doors and frames, metal louvers, and similar items, as reviewed by Engineer, may be shop prepared and primed.

- B. Field Abrasive Blasting: Perform blasting for items and equipment where specified and as required to restore damaged surfaces previously shop or field blasted and primed.
- C. Protection of Items not to be painted:
 - 1. Remove, mask, or otherwise protect hardware, lighting fixtures, switch plates, aluminum surfaces, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not intended to be painted.
 - 2. Provide drop cloths to prevent paint materials from falling on or marring adjacent surfaces.
 - 3. Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting process.
 - 4. Mask openings in motors to prevent paint and other materials from entering the motors.

3.3 PREPARATION OF SURFACES

- A. Metal Surfaces:
 - 1. Where indicated, meet requirements of the following SSPC Specifications:
 - a. Solvent Cleaning: SP 1.
 - b. Hand Tool Cleaning: SP 2.
 - c. Power Tool Cleaning: SP 3.
 - d. White Metal Blast Cleaning: SP 5.
 - e. Commercial Blast Cleaning: SP 6.
 - f. Brush-Off Blast Cleaning: SP 7.
 - g. Pickling: SP 8.
 - h. Near-White Blast Cleaning: SP 10.
 - i. Power Tool Cleaning to Bare Metal: SP 11.
 - 2. The words “solvent cleaning”, “hand tool cleaning”, “wire brushing” and “blast cleaning”, or similar words of equal intent in these Specifications, or in paint manufacturer’s specifications, refer to the applicable SSPC Specifications.
 - 3. Where OSHA or EPA regulations preclude standard abrasive blast cleaning, wet or vacu-blast methods may be required. Coating Manufacturers’ recommendations for wet blast additives and first coat application shall apply.
 - 4. Ductile Iron Pipe:
 - a. Use SSPC SP grades as guide only.
 - b. For high performance (epoxy) coatings, follow recommendations of pipe and coating Manufacturers.
 - c. The surface preparation and application of the primer for flanged pipe exposed in the final work (all non-buried pipe) shall be performed by the pipe Manufacturer. The primer used by the Manufacturer **shall** be compatible with the finish coats to be applied by the Contractor in the field. Flanged pipe delivered to the job site primed with non-compatible primer will be field blasted to remove the primer, and re-primed and finished coated in the field. Flanged pipe delivered to the job with bitumastic coating will be rejected. Hand tool clean areas that cannot be cleaned by power tool cleaning.
 - 5. Round or chamfer sharp edges and grind smooth burrs, jagged edges, and surface defects.

6. Welds and Adjacent Areas:
 - a. Prepare such that there is:
 - 1) No undercutting or reverse ridges on weld bead.
 - 2) No weld spatter on or adjacent to weld or any other area to be painted.
 - 3) No sharp peaks or ridges along weld bead.
 - b. Grind embedded pieces of electrode or wire flush with adjacent surface of weld bead.
7. Pre-blast Cleaning Requirements:
 - a. Remove oil, grease, welding fluxes, and other surface contaminants prior to blast cleaning.
 - b. Cleaning Methods: Steam, open flame, hot water, or cold water with appropriate detergent additives followed with clean water rinsing.
 - c. Clean small isolated areas as above or solvent clean with suitable solvents and clean cloths.
8. Blast Cleaning Requirements:
 - a. Type of Equipment and Speed of Travel: Design to obtain specified degree of cleanliness. Minimum surface preparation is as specified herein and takes precedence over coating Manufacturer's recommendations.
 - b. Select type and size of abrasive to produce a surface profile that meets coating Manufacturer's recommendations for particular primer to be used.
 - c. Use only dry blast cleaning methods.
 - d. Do not reuse abrasive, except for designed recyclable systems. Must meet applicable federal, state, and local air pollution and environmental control regulations for blast cleaning, confined space entry (if required), and disposition of spent aggregate and debris.
9. Post-Blast Cleaning and Other Cleaning Requirements:
 - a. Clean surfaces of dust and residual particles from cleaning operations by dry (no oil or water vapor) air blast cleaning or other method prior to painting. Vacuum clean enclosed areas and other areas where dust settling is a problem and wipe with a tack cloth.
 - b. Paint surfaces the same day they are blasted. Re-blast surfaces that have started to rust before they are painted.

B. Galvanized Surfaces:

1. Remove soil, cement spatter, and other surface dirt with appropriate hand or power tools.
2. Remove oil and grease by wiping or scrubbing the surface with a suitable solvent, rags and brushes. Use clean solvent and clean rags for the final wiping to avoid contaminating the surface.
3. Obtain coating Manufacturer's recommendations for additional preparation that may be required.

C. Concrete Surfaces:

1. Do not begin until 30 days after concrete has been placed.
2. Remove grease, oil, dirt, salts or other chemicals, loose materials, or other foreign matter by solvent, detergent, or other suitable cleaning methods.
3. If the concrete has been previously coated, abrasive blast the surface to remove all previously applied coatings.

4. If the concrete shows any signs of damage to the surface, then the surface shall be repaired as required to provide a substrate suitable for the application of the polyurethane protective lining. The repair mortar shall be Strong Seal Profile Plus, as manufactured by Strong Seal Systems of Pine Bluff, AR or equal.
5. Provide the following to meet the requirements for the protective coating or protective liner:
 - a. Brush-off blast clean to remove loose concrete and provide a tooth for binding. Upon approval by ENGINEER, surface may be cleaned by acid etching method. Approval subject to producing desired profile.
 - b. Abrasive blast or equivalent to remove laitance, form release agents, curing compounds, sealers and other contaminants and provide a minimum 3 mil surface profile meeting SSPC-SP 13/NACE 6.
6. Secure coating per Manufacturer's recommendations for additional preparation if required for excessive bug holes exposed after blasting.
7. Unless otherwise required for proper adhesion, ensure surfaces are dry prior to coating application.
8. The interior concrete surfaces of the biofilter and humidification chamber shall be prepared as described herein and then coated with one of the 100% solids hybrid polyurethane products described in section 2.3B.

D. Plastic Surfaces:

1. Hand sand plastic surfaces to be coated with a medium grit sandpaper to provide tooth for the coating system.
2. Large areas may be power sanded or brush-off blasted, provided sufficient controls are employed so surface is roughened without removing excess material.

3.4 SURFACE CLEANING METHODS

A. Brush-off Blast Cleaning:

1. Equipment, procedure, and degree of cleaning shall meet requirements of SSPC-SP 7, Brush-off Blast Cleaning.
2. Abrasive: Either wet or dry blasting sand, grit, or nut shell.
3. Select various surface preparation parameters such as size and hardness of abrasive, nozzle size, air pressure, and nozzle distance from surface such that surface is cleaned without pitting, chipping, or other damage.
4. Verify parameter selection by blast cleaning a trial area that will not be exposed to view.
5. Engineer will approve acceptable trial blast cleaned area and will use area as a representative sample of surface preparation.
6. Repair or replace surfaces damaged by blast cleaning.

B. Acid Etching:

1. After pre-cleaning, spread the following solution by brush or plastic sprinkling can: 1 part commercial Muriatic acid reduced by 2 parts water by volume. Adding acid to water in these proportions gives an approximate 10% solution of HCl.

2. Application:
 - a. Application Rate: Approximately 2 gallons per 100 square feet.
 - b. Work acid solution into surface by hard-bristled brushes or brooms until complete wetting and coverage is obtained.
 - c. Acid will react vigorously for a few minutes, during which time brushing is continued.
 - d. After bubbling subsides (10 minutes), hose down the remaining slurry with high pressure clean water.
 - e. Rinse immediately to avoid formation on the surface of salts that are difficult to remove.
 - f. Thoroughly rinse to remove any residual acid surface condition which can impair adhesion.
3. Ensure surface is completely dry before application of coating.
4. Apply acid etching, to obtain a “grit sandpaper” surface profile. If not, repeat treatment.

C. Solvent Cleaning:

1. Consists of removal of foreign matter such as oil, grease, soil, drawing and cutting compounds, and any other surface contaminants by using solvents, emulsions, cleaning compounds, steam cleaning, or similar materials and methods which involve a solvent or cleaning action.
2. Meets requirements of SSPC-SP 1.

D. Concrete Surface Preparation:

1. Surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. An acceptable prepared concrete surface shall be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a dry, sound, uniform substrate suitable for the application of protective coating or lining systems.
2. Meets requirements of SSPC-SP 13.

3.5 APPLICATION

A. General:

1. Extent of Coating:
 - a. Coatings shall be applied to all exposed metal and plastic surfaces unless indicated otherwise.
 - b. The interior concrete in the biofilter and humidification chamber shall be coated as specified.
 - c. Stainless steel duct supports do not require painting.
 - d. All above grade fiberglass ductwork does not have to be coated in the field. It shall be fabricated with a colored pigment that is selected by the Owner and UV resistant. FRP ductwork which is scratched or otherwise damaged during construction shall be recoated with matching pigmented gelcoat as recommended by the FRP duct manufacturer.
 - e. All steel pipe bollards shall be coated per the schedule.

2. For coatings subject to immersion or frequent wetting, obtain full cure for completed system. Consult coating Manufacturer's written instructions for these requirements. Do not immerse coating for any purpose until completion of curing cycle.
 3. Apply coatings in accordance with these Specifications and the paint Manufacturers' printed recommendations and special details. The more stringent requirements shall apply. Allow sufficient time between coats to assure thorough drying of previously applied paint.
 4. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
 5. Sand wood and metal lightly between coats to achieve required finish.
 6. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying next coat.
 7. Fusion Bonded Coatings Method Application: Electrostatic, fluidized bed, or flocking.
 8. Coat units or surfaces to be bolted together or joined closely to structures or to one another prior to assembly or installation.
 9. Where more than one coat of a material is applied within a given system, alternate color to provide a visual reference that the required number of coats have been applied.
- B. Galvanized Metal:
1. Concealed galvanized surfaces (behind building panels or walls) do not required painting unless specifically indicated herein.
 2. Prepare surface and apply wash primer or coating Manufacturer's recommended coating. This primer will replace the required paint system's indicated primer.
 3. Apply coating system appropriate for the exposure (intermediate/finish coats).
 4. All submerged metals protective coatings shall be field applied. Field application shall include appropriate surface preparation, primer and final coatings.
- C. Shop Primed and Factory Finished Surfaces:
1. Schedule inspection with Engineer before shop priming or top-coating factory finished items delivered to site.
 2. Prepare surfaces and spot prime using specified primer.
 3. Apply mist coat of primer, 1-mil dry film thickness.
 4. After welding, prepare and prime holdback areas as required for paint system. Apply primer in accordance with Manufacturer's instructions.
- D. Manufacturer Applied Paint Systems:
1. Repair abraded areas on factory finished items as recommended by Manufacturer.
 2. Carefully blend repaired areas into original finish.
 3. Fusion Bonded Coatings: Provide appropriate liquid repair kits for field use.
- E. Film Thickness:
1. Number of Coats: Minimum required without regard to coating thickness. Additional coats may be required to obtain minimum required paint thickness, depending on method of application, differences in Manufacturers' products, and atmospheric conditions.
 2. Maximum film build per coat shall not exceed coating Manufacturer's recommendations.

3. Film Thickness Measurements and Electrical Inspection of Coated Surfaces:
 - a. Perform with properly calibrated instruments.
 - b. Recoat and repair as necessary for compliance with the Specifications.
 - c. All coats are subject to inspection by Engineer and coating manufacturer's representative.
 4. Visually inspect concrete, nonferrous metal, plastic, and wood surfaces to ensure proper and complete coverage has been attained.
 5. Give particular attention to edges, angles, flanges, and other similar areas, where insufficient film thicknesses are likely to be present, and ensure proper millage in these areas.
 6. Thickness Testing:
 - a. After repaired and recoated areas have dried sufficiently, final tests will be conducted by the Engineer.
 - b. Measure coating thickness specified in mils with a magnetic type dry film thickness gauge.
 - c. Test finish coat, except zinc primer, galvanizing, and elastomeric coatings in excess of 25 mils dry, for holidays and discontinuities with an electrical holiday detector.
 - d. Holiday detect coatings in excess of 25 mils dry with high voltage units recommended by the coating manufacturer.
 - e. All pinholes or defects shall be repaired in accordance with manufacturer's printed recommendations and then retested
 - f. Check each coat for correct millage. Do not make measurement before a minimum of 8 hours after application of coating.
 - g. Make as many determinations as needed to ensure the specified thickness values in each typical area. To all surfaces having less dry film thickness than specified, apply additional coat(s) at no extra cost to Owner to bring thickness up to specifications.
- F. Porous Surfaces, Such As Concrete, Masonry:
1. Filler/Surfacer: Use coating Manufacturer's recommended product to fill air holes, bug holes, and other surface defects.
 2. Prime Coat: May be thinned to provide maximum penetration and adhesion.
 - a. Type and Amount of Thinning: Determined by paint manufacturer and dependent on surface density and type of coating.
 3. Surfaces Specified to Receive Water Base Coating: Damp, but free of running water, just prior to application of coating.
- G. Damaged Coatings, Pinholes, and Holidays:
1. Feather edges and repair in accordance with recommendations of paint Manufacturer.
 2. Apply finish coats, including touchup and damage-repair coats in a manner which will present a uniform texture and color-matched appearance.
- H. Unsatisfactory Application:
1. If item has an improper finish color, or insufficient film thickness, clean surface and topcoat with specified paint material to obtain specified color and coverage. Obtain specific surface preparation information from coating manufacturer.

2. Hand or power sand visible areas of chipped, peeled, or abraded paint, and feather the edges. Follow with primer and finish coat. Depending on extent of repair and appearance, a finish sanding and topcoat may be required.
3. Evidence of runs, bridges, shiners, laps, or other imperfections is cause for rejection.
4. Repair defects in accordance with written recommendations of coating Manufacturer.
5. Leave staging and lighting up until Engineer has inspected surface or coating. Replace staging removed prior to approval by Engineer. Provide additional staging and lighting as requested by Engineer.

3.6 FIELD QUALITY CONTROL

A. Testing Gauges:

1. Provide a magnetic type dry film thickness gauge to test coating thickness specified in mils, as manufactured by Nordson Corp., Anaheim, CA, Mikrotest.
2. Provide an electrical holiday detector, low voltage, wet sponge type to test finish coat, except zinc primer, high-build elastomeric coatings, and galvanizing, for holidays and discontinuities as manufactured by Tinker and Rasor, San Gabriel, CA, Model M-1.
3. Provide a high voltage holiday detector for elastomeric coatings in excess of 25 mils dry film thickness. Unit to be as recommended by the coating Manufacturer.

3.7 MANUFACTURER'S SERVICES

- A. Provide Manufacturer's representative at site in accordance with Section 01 79 00, DEMONSTRATION & TRAINING, for installation assistance, inspection, and certification of installation.

3.8 CLEANUP

- A. Place cloths and waste that might constitute a fire hazard in closed metal containers or destroy at the end of each day.
- B. Upon completion of the Work, remove staging, scaffolding, and containers from the site or destroy in a legal manner.
- C. Completely remove paint spots, oil, or stains upon adjacent surfaces and floors and leave entire job clean.

3.9 PROTECTIVE COATINGS SYSTEMS

- A. General: It is essential that all primers (including those applied in the shop) be compatible with finish coat(s) to be installed on the involved item. Items delivered to the job site with primers that are not compatible with the finished coat(s) to be field applied will be blasted in accordance with the paint manufacturer's recommendations to remove the non-compatible primer, and then re-primed and finish coated in the field.

- A. System No.1 Immersed/Exposed Metal – Severe Hydrogen Sulfide Exposure:

Surface Prep.	Paint Material	Min. Coats, Cover
Abrasive Blast, or Centrifugal Wheel Blast (SP 5)	Modified Polyamine Epoxy	2 coats, 20 Mil MDFT/coat

- B. System No.2 Submerged Metal-Domestic Sewage:

Surface Prep.	Paint Material	Min. Coats, Cover
Abrasive Blast, or Centrifugal Wheel Blast (SP 5)	Prime in accordance with manufacturer's Recommendations	
	Coal-Tar Epoxy	2 coats, 16 Mil MDFTPC

- C. System No. 3 Exposed Metal-Highly Corrosive:

Surface Prep.	Paint Material	Min. Coats, Cover
Abrasive Blast, or Centrifugal Wheel Blast (SP 5)	Modified Polyamine Epoxy	2 coats, 20 Mil MDFT/coat

- D. System No. 4 Exposed Metal-Mildly Corrosive:

Surface Prep.	Paint Material	Min. Coats, Cover
Abrasive Blast, or Centrifugal Wheel Blast (SP 10)	High Build Epoxy	2 coats, 4.0 Mil MDFT first coat, 2.5 Mil MDFT second coat
	Aliphatic Acrylic Polyurethane	1 coat, 2.5 Mil MDFT

E. System No. 5 Buried Metal-General:

Surface Prep.	Paint Material	Min. Coats, Cover
Abrasive Blast or Centrifugal Wheel. Blast (SP 10)	Standard Hot Coal-Tar Enamel	AWWA C203
	-OR- Coal-Tar Epoxy	AWWA C210
	-OR- Tape Coat System	AWWA C214
	For Acidic Soil, Brackish Water High Bacteria: Hot Coal-Tar, Double Felt	AWWA C203, App. A, Sec. A1.5
	For Highly Abrasive Soil, Brackish Water: Hot Coal-Tar, Fibrous Glass -OR- Tape Coat System	AWWA C203, App. A, Sec. A1.5 AWWA C214 with Double Outer Wrap

F. System No. 10 Galvanized Metal Conditioning:

Surface Prep.	Paint Material	Min. Coats, Cover
Solvent Clean (SP 1) Followed by Hand Tool (SP 2) or Power Tool (SP 3)	Wash Primer or Coating Manufacturer's Recommendation	1 coat, 0.4 Mil MDFT
		Remaining coats as required for exposure

G. System No. 11 Galvanized Metal Repair:

Surface Prep.	Paint Material	Min. Coats, Cover
Solvent Clean (SP 1) Followed by Hand Tool (SP 2), Power Tool (SP 3), or Brush- off Blast (SP 7)	Organic Zinc Rich Primer	1 coat, 3 Mil MDFT

H. System No. 12 Skid-Resistant-Aluminum and FRP:

Surface Prep.	Paint Material	Min. Coats, Cover
Brush-off Blast (SP 7) or Plastic Surface Preparation	Epoxy Nonskid (Aggregated)	1 coat, 16 Mil MDFT

I. System No. 14 Exposed PVC:

Surface Prep.	Paint Material	Min. Coats, Cover
Plastic	High Build Epoxy	1 coat – 4-5 mil MDFT
	Aliphatic Acrylic Polyurethane	2 coats, 4-5 mils MDFT each coat

J. System No. 15 Aluminum and Dissimilar Metal Insulation:

Surface Prep.	Paint Material	Min. Coats, Cover
Solvent Clean (SP 1)	Wash Primer	1 coat, 0.4 Mil MDFT
	Alkali Resistent Bitumastic	1 coat, 10 Mil MDFT

K. System No. 20 Immersed/Exposed Concrete – Severe Hydrogen Sulfide (interior of biofilter and humidification chamber):

Surface Prep.	Paint Material	Min. Coats, Cover
Concrete Surface Preparation (SP 13)	Epoxy Modified Cementitious Mortar	½” to 2” thickness as required to provide suitable substrate
	100% solids non-solvent epoxy primer	1 coat, 1-3 Mil MDFT
	Plural component, 3:1 mix ratio, 100% solids hybrid polyurethane	1 coat, 125 Mil MDFT

3.10 PROTECTIVE COATINGS APPLICATION SCHEDULE

- A. Unless otherwise shown or specified, paint surfaces in accordance with the following application schedule. In the event of discrepancies or omissions, request clarification from Engineer before starting work in question.
- B. System No. 4 Exposed Metal-Mildly Corrosive: Use on the following items or areas:
1. Pumps, motors, equipment items, and accessories identified in the technical specifications to be coated with this system. This includes the above grade ductile iron piping and pipe bollards. The ductile iron piping color shall be selected by the Owner. The pipe bollards shall be safety yellow.
- C. Surfaces Not Requiring Protective Painting: Unless otherwise stated or shown, the following areas or items will not require protective painting or coating:

1. Concrete and masonry surfaces, except as required for moisture protection, concrete protective coating specified above, cement waterproofing and finishing as specified herein, or architectural painting or coloring. The interior surfaces of the biofilter and humidification chamber must be coated but the exterior surfaces do not. The interior coating on the biofilter shall extend onto and included the tops of the walls
2. Reinforcing steel.
3. Nonferrous and corrosion-resistant ferrous alloys such as copper, bronze, Monel, aluminum, chromium plate, atmospherically exposed weathering steel, and stainless steel, except where:
 - a. Required for electrical insulation between dissimilar metals.
 - b. Aluminum and stainless steel are embedded in concrete or masonry, or aluminum is in contact with concrete or masonry.
 - c. Color coding of equipment and piping is required.
4. Nonmetallic materials such as glass, PVC, wood, porcelain, and plastic (FRP) except as required for exposed-to-view PVC and CPVC, and as required for architectural painting or color coding.
5. Pre-finished electrical items such as motor control centers, switchboards, switchgear, panelboards, transformers, disconnect switches (if pre-finished in OSHA yellow); except color coding of equipment is required.
6. Non-submerged electrical conduits attached to unpainted concrete surfaces.
7. Cathodic protection anodes.
8. Items specified to be galvanized after fabrication, unless specified elsewhere, subject to highly corrosive exposure, or subject to immersion.
9. Insulated piping and insulated piping with jacket will not require exterior coating, except as required for architectural painting or color coding.

3.11 COLORS

- A. Pipe Identification Painting:
 1. Color code non-submerged metal piping except electrical conduit. Paint fittings and valves the same color as pipe, except equipment isolation valves.
 2. Piping Color Coding: In accordance with Piping Schedule.
 3. On exposed stainless steel piping, apply identification labels at 2' on-center.
- B. Colors: To be selected by the Owner.
- C. Proprietary identification of colors is for identification only. Selected Manufacturer may supply matches.
- D. Equipment Colors:
 1. Equipment includes the machinery or vessel itself plus the structural supports and fasteners and attached electrical conduits.
 2. Paint equipment and piping one color as selected.

3. Paint non-submerged portions of equipment the same color as the piping it serves, except as itemized below:
 - a. Dangerous Parts of Equipment and Machinery: OSHA Orange.
 - b. Fire Protection Equipment and Apparatus: OSHA Red.
 - c. Radiation Hazards: OSHA Purple.
 - d. Physical hazards in normal operating area and energy lockout devices, including, but not limited to, electrical disconnects for equipment and equipment isolation valves in air and liquid lines under pressure: OSHA Yellow.
4. Fiberglass reinforced plastic (FRP) equipment with an integral colored gel coat does not require painting, provided the color is as selected.

END OF SECTION

SECTION 40 05 36- FIBERGLASS REINFORCED PLASTIC DUCT AND DAMPERS

PART 1 - GENERAL

1.01 SCOPE

- A. This section includes all Fiberglass Reinforced Plastic (FRP) duct, fittings, and dampers associated with the collection of foul air and its conveyance to the odor control systems as shown on the Contract Drawings.
- B. The majority of the duct is above grade. However, there is a small section of buried duct between the foul air fan and the biofilter. This buried duct shall be Sch40 PVC. The transition from FRP above grade to PVC below grade shall be made using a Fernco type flexible connector.
- C. The diameter and approximate routing of the FRP ductwork is shown on the Contract Drawings. Exact layout will be determined in the field.

1.02 QUALITY ASSURANCE

A. Referenced Standards:

1. ASTM International (ASTM):

- a. D 3567, Practice for Determining Dimensions of “Fiberglass” (Glass-Fiber Reinforced-Thermosetting-Resin) Pipe and Fittings.
- b. C 582 Standard Specification for Contact-Molded Reinforced Thermosetting Plastic (RTP) Laminates for Corrosion-Resistant Equipment
- c. D 3982 “Standard Specification for Contact Molded “Fiberglass” Duct and Hoods” or NBS PS 15-69 “Custom Contact-Molded Reinforced Polyester Chemical-Resistant Process Equipment”
- d. D 2310 “Standard Classification for Machine-Made “Fiberglass” Pipe
- e. D 2996, “Standard Specification for Filament Wound Fiberglass Pipe”
- f. D 2563-70, “Standard Practice for Classifying Visual Defects in Glass Reinforced Plastic laminate Parts”

2. SMACNA Thermoset FRP Duct Construction Manual, Latest Edition.

3. Occupational Safety and Health Administration (OSHA).

B. Qualifications:

- 1. The FRP manufacturer shall have at least ten (10) years’ experience in the manufacture of FRP duct and dampers.

2. Duct shall be manufactured by ECS Environmental Systems, Augusta Fiberglass, Belco, Design Tank, , Ershigs, AN-COR, or Diamond Fiberglass. No “or equal” shall be considered.

1.03 SUBMITTALS

A. Shop Drawings:

1. Submittals shall be submitted in accordance with these specifications.
2. The Contractor shall submit a copy of this specification with check-marks by each line to show full compliance or a note with attached supporting information noting any deviation for Engineer review
3. Site layout with duct diameters, thicknesses, location of fittings, and dampers.
4. Laminate sequence used.
5. A letter from the resin supplier stating that the material used for this project complies with the specification and meet all corrosion requirements.
6. Design calculations performed by the manufacturer and stamped by a structural Professional Engineer registered in the state of Iowa.
7. Verification that ductwork fully complies with ASTM D3982 and SMACNA Thermoset FRP Duct Construction Manual.
8. Samples shall be representative of the ductwork (construction method and material used) to be supplied on this project.

PART 2 – PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Service conditions:

1. All ductwork shall be designed for a minimum working pressure of 10" WC Positive and 10” WC Negative pressure. FRP ductwork shall be designed using a safety factor of 10 to 1 for pressure and 5 to 1 for vacuum without exception. The minimum wall thickness for all FRP duct shall conform to the following:
 - a. Wall thickness for internal positive pressure should be determined by ASTM 22310 using duct manufacturers Certified ASTM 2992 HDB test results. A full copy of the HDB testing should be submitted with the wall thickness calculations.

- b. The minimum total wall thickness of any above grade duct shall be 0.25 inches.
 - c. The minimum total wall thickness of any below grade duct shall be 0.45 inches.
2. All ductwork shall be designed for outdoor service. In addition to the pressure and vacuum requirements listed above, the structural design shall include wind, seismic, snow, ice, etc...for the region of Storm Lake, Iowa.
 3. The fiberglass reinforced plastic (FRP) ductwork shall be designed and fabricated for odor control service to carry warm, moisture-laden air with hydrogen sulfide, mercaptans and other organic and inorganic compounds typically associated with wastewater treatment.

2.02 MATERIALS

A. Interior Corrosion-resistant Surface

1. The interior liner in contact with the contaminated exhaust airstream shall be a minimum of 100 mils thick and constructed of materials resistant to hydrogen sulfide and sulfuric acid. The corrosion liner shall be layed-up as a separate corrosion barrier from the intermediate structural layers. The thickness of the corrosion barrier shall not be included in the structural design of the duct.
2. The internal liner shall be formed with a 10 mil C-glass veil for superior corrosion resistance. Two layers of 1.5 ounce per square foot chopped strand mat and spray-up chopped borosilicate glass shall make up the balance of the internal liner to achieve 100 mil total thickness.
3. The corrosion liner shall gel completely prior to continuing with the structural layer.
4. Resin used for the internal corrosion-resistant liner shall be Reichhold Dion Ver 9300 FR, Ashland Hetron FR 992, Dow Dera Kane 510-A or equal. Resin-to-glass ratios shall be 90% resin, 10% glass.
5. The resin shall carry a flame spread rating of 25 or less, and smoke contribution rating of Unrated (in excess of 1000) with the addition of 3% antimony trioxide.

B. Intermediate Structural Layer

1. The intermediate layer of duct wall thickness shall be fabricated by either filament wound or hand lay-up techniques to the dimensional thickness and strength as required by NBS PS 15-69 standards.
2. The intermediate structural layer shall be designed as per the service conditions without using the thickness of the corrosion barrier in the calculations.

3. The use of structural ribs shall not be allowed.
4. Resin for the intermediate structural layer shall be Reichhold VER 9300 FR Ashland Hetron FR992, Dow Dera Kane 510-A or equal. Resin to glass ratios shall be 66% resin, 33% glass.
5. The resin shall carry a flame spread rating of 25 or less, and smoke contribution rating of Unrated (in excess of 1000) with the addition of 3% antimony trioxide.
6. The outer surface shall be relatively smooth with no exposed glass fiber ends.

C. External Layer

1. The exposed external surface of all FRP ductwork installed whether indoors on grade or on the roof, shall provide protection against ultraviolet degradation and weather erosion. The duct shall carry a flame spread rating of 25 or less and a smoke contribution rating of Unrated (in excess of 1000).
2. All ductwork shall be identified by a finished appearance. Gel coat color shall be Owner choice.
3. External duct protection shall be provided by an ultraviolet stabilizer added to the final coat of resin that also incorporates parafinated wax curing elements and color pigment.

2.03 CONSTRUCTION

- A. Contractor shall furnish FRP ductwork as shown on the drawings. The contractor shall base his bid on the scaled drawings, but they are approximations only and must be field verified prior to fabrication.
- B. FRP duct shall be corrosion-resistant, UV light inhibited and designed for temperatures ranging from -20°F to 120°F.
- C. Ductwork and appurtenances shall conform to all requirements of the National Bureau of Standard Voluntary Product Standard PS 15-69 and ASTM D3299.
- D. All FRP ductwork shall be of filament wound construction for sizes >10" diameter and hand lay-up or filament wound construction for 10" and smaller. Cast pipe with no reinforced internal corrosion barrier or press molded fittings will not be accepted.
- E. Maximum allowable deflection for any size ductwork shall be ½ inch between supports and for any size of duct under worse case operating conditions.
- F. FRP ductwork shall be designed using a safety factor of 10 to 1 for pressure and 5 to 1 for vacuum without exception.

G. Length of all flanged duct sections shall not vary more than $\pm 1/2$ inch at 70 F.

2.04 COMPONENTS

A. Fittings:

1. All fittings shall be hand lay-up construction fabricated from the same resin and have the same strength as hand lay-up FRP ductwork.
2. All fitting dimensions shall be in accordance with NBS PS 15-69.
3. The internal diameter of all fittings shall be equal to the adjacent duct.
4. The tolerance on angles of all fittings shall be ± 1 degree up to and including 24 inch diameter and $\pm 1/2$ degree for 30 inch diameter and above.
5. Increasers/reducer lengths shall be at least five times the difference in diameter.

B. Elbows:

1. The centerline radius of all elbows shall be 1-1/2 times the diameter, unless noted otherwise on the drawings.
2. Elbows 24-inch diameter and smaller shall be smooth radius. Elbows 30 inch and larger shall be mitered. Provide a minimum of two mitered joints (3-piece) for all elbows above 45 Deg.

C. Flanges:

1. Provide flanged connections to flexible connectors, expansion joints, vessels, demisters, fans, silencers and other locations as shown on the drawings.
2. Flanges shall be hand lay-up construction. Dimensions shall be in accordance with NBS PS 15-69.
3. Flanges shall be drilled in accordance with PS 15-69, Table 2. Bolt holes shall straddle the centerline of the duct. Backs of flange face shall be flat so that washer seats fully on bolt face and flange backing.
4. Gaskets shall be EPDM, full face and minimum 1/8 inch thickness.
5. All bolts, nuts and washers shall be Type 316 stainless steel.

D. Joints:

1. Provide all butt and wrap joints in accordance with ASTM D 3982, PS 15-69 and manufacturer's drawings.
2. Field weld kits shall be supplied by the duct manufacturer. All necessary fiberglass and reinforcing material shall be supplied pre-cut and individually packaged for each joint. Bulk Glass rolls will not be acceptable.

3. All resin, catalyst and putty shall be supplied in quantities to complete all field joints plus 20% extra for waste.

2.05 ACCESSORIES

A. Expansion Joints

1. Expansion joints/flexible connectors shall be installed on the ductwork where indicated on the drawings and where ducts of different materials are joined together. Series 300 stainless steel adjustable clamps shall be used to fasten the expansion joint to the duct. Joint shall slide over the ends of the two sections of duct. A 1 ½" gap shall be left between the duct ends. Expansion joints shall be Fernco Series 1000 flexible couplings or equal.
2. Expansion joints are not to be used to connect to fan inlets/outlets. Flanged flexible connectors are to be used there.

B. Dampers

1. Manual Balancing Dampers
 - a. All round FRP dampers shall be the butterfly type. FRP fabrication shall meet the corrosion requirements specified in this Section for FRP duct work.
 - b. Leakage shall not exceed 2 cfm/sq. ft at 12" W.C.
 - c. Fabrication:
 - 1) Frame and blade: premium vinyl ester. Blade shall fully encapsulate shaft. Blades that bolt to a single side of the shaft will NOT be accepted.
 - 2) Shaft: Type 316 stainless steel for all dampers.
 - 3) Bearings and bushings: Teflon.
 - 4) Pins and all hardware: Type 316 stainless steel.
 - 5) Shaft seals: EPDM.
 - 6) Provide all round isolation dampers with a blade stop consisting of FRP angles with full circumference EPDM seals.
 - 7) All dampers shall have flanged ends. Contractor to provide connecting bolts, nuts and washers.
 - 8) All dampers 14" or larger shall be provided with Gear Operators with an epoxy coating. Dampers below 14" shall be supplied with hand quadrant actuators fabricated of Type 316 stainless steel with a locking quadrant Indicator. All balancing dampers shall have a fully adjustable slot with an extra hole drilled in the handle for contractor to "drill and pin-in place" once system is balanced so handle cannot vibrate loose. Drawing may indicate motorized actuators; if so that shall take precedence. Any dampers over 8' above finished floor shall be furnished with chain wheel gear operators.
 - 9) FRP dampers shall be manufactured by ECS X02, Swartwout Model 912, Daniel Mechanical Model 203, or Belco Manufacturing Model 203 without exception.
 - 10) All dampers provided shall bear the AMCA seal. Dampers are to have been tested in an AMCA laboratory for performance (pressure drop) and leakage.

11) Dampers may be tested after installation to confirm compliance.

C. Duct Hangers and Supports

1. The approximate locations of duct supports are shown on the Drawings. However, additional supports may be required in order to meet the following requirements. The contractor is responsible for verifying the total number of required supports.
 - a. Maximum unsupported spans shall be as follows:
 - 1) 8" Duct = 10'
 - b. Duct supports shall be provided on either side of every flexible connection.
 - c. Duct supports shall be provided on either side of every change in direction.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. General: All FRP ducts shall be installed in a neat and workmanlike manner, properly aligned, and cut from measurements taken at the site to avoid interferences with structural members, architectural features, openings and equipment. Exposed ducts shall afford maximum headroom and access to equipment, and where necessary, all ducting shall be installed with sufficient slopes for venting or drainage of liquids and condensate to low points. All installations shall be acceptable to the ENGINEER. CONTRACTOR shall obtain training by the pipe manufacturer's field representative in the correct installation and support of all FRP ducting.
- B. Supports and Anchors: All ducting shall be firmly supported with fabricated or commercial hangers as shown on the structural drawings. Where necessary to avoid stress on equipment or structural members, the ducts shall be anchored or harnessed. Expansion joints and guides shall compensate for duct expansion due to temperature differences.

3.02 PIPE PREPARATION

- A. Prior to installation, each duct length and all fittings shall be carefully inspected, flushed clean of any debris or dust, and straightened, if not true. All duct and fittings shall be equally cleaned before assembly.

3.03 DUCT JOINTS

- A. Butt and Wrap Joints: Prior to joining, ends shall be ground smooth. All dust and debris must be fully removed. Ends shall be resin-coated to prevent corrosion, in duct 24" diameter and above an interior corrosion wrap is required. The joint should be of equal strength as the duct. A butt and wrap sequence and thickness chart should be shown on the fabrication drawings. The laminate sequence for each size duct should be supported by a separate section in the design.

3.04 FIELD QUALITY CONTROL

- A. Inspection: All finished installations shall be carefully inspected for proper joints and sufficient supports, anchoring, interference, and damage to duct, fittings, and coating. Damage shall be repaired to the satisfaction of the ENGINEER.

END OF SECTION

SECTION 44 11 19 ODOR CONTROL FAN

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Provide one (1) fiberglass reinforced (FRP) exhaust fan designed to draw foul air from the wetwell and force it through the odor control biofilter.
- B. Provide and install an acoustic sound enclosure for the odor control fan as specified herein.
- C. The fan shall include all appurtenances described herein, be factory tested and balanced and be delivered within the identified schedule. Bid shall include submittals, tools and spare parts, warranty, shipping costs, taxes and start-up and training services.

1.2 SUBMITTALS

- A. Shop Drawings:
 - 1. See up-front specifications for requirements for the mechanics and administration of the submittal process.
 - 2. Contractor shall submit Shop Drawings for the odor control fan and the acoustic sound enclosure.
- B. Additional Submittal Information
 - 1. The Contractor shall submit a copy of this specification with check-marks by each line to show full compliance or a note with attached supporting information noting any deviation for Engineer review. Fabrication of equipment and ordering of system components shall not begin until the Engineer has approved the shop drawings.
 - 2. The shop drawings shall include at least the following:
 - a. Certified shop and erection drawings showing important details of construction, dimensions, materials and anchor bolt locations.
 - b. Descriptive literature, bulletins and/or catalogs of the equipment.
 - c. A complete bill-of-materials.
 - d. Complete assembly, foundation and installation drawing together with detailed specifications and data covering materials, parts and other accessories.
 - 3. Two copies of operating and maintenance manuals shall be furnished to the Owner. The manuals shall be prepared specifically for this installation and shall include detailed operating and maintenance instructions and specifications relative to the assembly, alignment, lubrication, adjustment and maintenance of the unit furnished under this contract, together with complete parts lists of shop drawings, certified dimension drawings and design calculations. The manual shall be approved by the Engineer, prior to equipment start-up and testing.

1.3 MANUFACTURER QUALIFICATIONS

- A. The odor control fan shall be manufactured by New York Blower, Viron or equal. Fan manufacturer shall have a minimum of 10 years experience in the manufacturer of equipment like that specified.
- B. The acoustic sound enclosure shall be FanAir Company, ECS or approved equal and shall be specifically designed to match the odor control fan.
- C. The Equipment Manufacturer shall provide a list of at least ten (10) U.S. installations where equipment identical to that proposed to be furnished has been in successful operation.

- D. The term "installation" shall mean individual projects/contracts. Multiple equipment units for a project shall be considered as one (1) installation toward meeting the experience requirements.

1.4 MANUFACTURER'S INSPECTION AND START-UP

- A. Bid prices for equipment furnished shall include the cost of a competent representative of the manufacturer to instruct the Owner's operating personnel on operation and maintenance.

1.5 MANUFACTURER'S CERTIFICATE

- A. The Contractor shall furnish the Engineer with a Manufacturer's Certificate certifying the fan has been installed in a complete and satisfactory manner ready for operation.

1.6 SHIPPING, STORAGE AND HANDLING

- A. Shipping cost to the site shall be included in this bid.
- B. All parts shall be properly protected so that no damage or deterioration will occur in transit or during prolonged storage at the site.
- C. Each box, crate, or package shall be marked to show its contents and the net weight.

1.7 WARRANTY

- A. The manufacturer shall warrant that the fan with all appurtenances will be free from defects in design, materials and workmanship for a period of 12 months from date of Substantial Completion.

PART 2 – PRODUCTS

2.1 FRP EXHAUST FAN

- A. General
 - 1. Fiberglass reinforced plastic (FRP) fan shall be New York Blower (Radial Pressure Blower Size 18), Viron or equal with all appurtenances as described herein. Fan shall be suitable for outdoor installation and for moving humid air.

B. Design Criteria

1. Fan shall be in accordance with the criteria shown on **Table 1**.

Fan Design Criteria	
Design Air Flow Rate (acfm)	600
Design Static Pressure (in. w.c.)	10
Drive Type	Belt
Maximum Brake HP	1.75
Motor HP	2
Motor Rating	TEXP
Motor Type	208V, 3Ø, 60 Hz.
Motor Efficiency	Premium
Air Density (lbs/ft ³)	0.0716
Max. Fan RPM	2,308
Adjustable Frequency Drive	No
AEGIS SGR™ Bearing Protection Ring	Yes
Arrangement	1
Rotation	CCW
Discharge Position	Bottom Horizontal
FRP Inlet Box (designed by Fan provider)	No
Pre-Mounted Fan Rotation Sensor (Maxigard A1500 explosion proof, or equal)	Yes
Unitary Base	No

C. Fan Materials

1. All parts that come in contact with the air stream shall be FRP or FRP encapsulated. The fan shall be constructed in strict accordance with ASTM D-4167 standard specification for FRP fans and blowers to ensure structural integrity. Fan shall be statically and dynamically balanced at design operating speed prior to shipment.
2. All parts of the fan that may come in contact with the air being handled shall be made of nonferrous material for spark resistance.

D. Fan Motor

1. Fan motor shall be TEXP, 2 HP, premium efficiency, 208V, 3 phase.

E. Accessories

1. Fan shall be provided with the following accessories:
 - a. Flanged and drilled inlet and outlet
 - b. Unitary base
 - c. Lifting eyes
 - d. Neoprene gasketing on all bolted FRP joints
 - e. All hardware shall be 316 stainless steel
 - f. Raised and bolted inspection port
 - g. Lubricated double lip Teflon shaft seals
 - h. Belt, shaft and bearing guards
 - i. Fixed pitch V-belt drive

- j. Housing drain
- k. The fan shall be equipped with an AEGIS SGRTM Bearing Protection Ring to protect the bearings from adjustable frequency drive currents.

F. Painting

- 1. The fan base and support fan structure shall be shop prime painted and finish coated at the factory with industrial grade two-coat epoxy enamel system to a thickness of 2-3 mil d.f.t. Any defects in painting shall be corrected in the field by the supplier, as required. All external fasteners shall be plated for extra corrosion protection.

2.2 ACOUSTIC SOUND ENCLOSURE

- 2. Enclosure shall be FanAir Company, FRP Acoustic Sound Enclosure, ECS or equal, for NYBlower Radial Pressure Blower, Size 18 FRP fan, or other equal fan.
- 3. Sound enclosure manufacturer shall guarantee a minimum of -20 dBA at 5 feet insertion loss from fan.
- 4. Sound enclosure manufacturer shall obtain from the fan manufacturer, the sound level ratings based on AMCA test standard 300, the housing radiated noise level and the inlet and discharge noise level ratings.
- 5. Sound enclosure manufacturer shall coordinate with the fan manufacturer requirements for cooling, temperature rise and special provisions for inlet ducting, outlet ducting, and appurtenances such as dampers, flexible connectors, motors, drives, guards, electrical connections, etc. The sound enclosure manufacturer shall also make special provisions to allow access to serviceable items such as bearings, lubrication, seals, belts, motors and access doors.
- 6. Sound enclosure manufacturer shall provide and install a 10" x 14" warning sign, on each access door, indicating equipment is to be shut down and locked out prior to entry.
- 7. FRP shell construction shall be 3/16" nominal thickness using Hetron 99P "Polyester Resin" and chopped strand construction method with 10 Mils of exterior UV Resistant Gel Coat.
- 8. Sound adsorbing materials shall be a minimum of 1" thick, .5 Lb/Sq.Ft. loaded vinyl barrier acoustic insulating foam, with a vinyl facing. Acoustic Insulation shall have a NRC rating of .48 and an STC rating of 39.
- 9. Acoustic lining shall be capable of being steam cleaned and shall be chemical resistant.
- 10. Exterior fiberglass structure shall have a Class I E 84 flame spread rating of 25 or less.
- 11. Sound Enclosure shall be easily removed using locking clasps. Enclosure shall be provided with 316 stainless steel latches.
- 12. The sound enclosure shall be provided with a minimum of two PVC extended grease lubrication lines extended to the outside wall of the enclosure terminating to Zerk relief fittings to facilitate lubrication of the bearings and shaft seal. The Zerk fittings shall be marked with the proper grade of grease and the items lubricated.
- 13. The sound enclosure shall be provided with factory pre-cut penetrations to facilitate intake and discharge ductwork or pipe. The precut penetrations shall be 2 Inches overall larger than the duct or pipe diameter. Additional filler strips shall be provided with insulation to close within 1/4" of the ductwork.
- 14. The sound enclosures shall be provided with
- 15. Sound enclosure shall be fitted with an acoustical exhaust louver to allow heat to escape. It shall be located near the Blower Motor. Louver shall be provided with insect screen.
- 16. Enclosure shall have a 2" wide integral base flange.
- 17. Internal acoustic material to be minimum 1" thick, loaded vinyl barrier laminated to a polyester urethane absorption foam. Foam and barrier suitable for water service.
- 18. Sound enclosure manufacturer shall provide certified drawings, sound test data showing transmission loss, installation, operation and maintenance instructions.

2.3 FLEXIBLE CONNECTORS

- A. Provide flanged flexible connectors for the inlet and outlet of the fan. The connectors shall be constructed of EPDM (1/4" thick minimum) and 304 stainless steel backing bars predrilled to match bolt patterns on fan inlet and outlet flanges. The connectors shall be 6-inches long. Connectors shall be rated for a maximum vacuum of 20-inches water column (w.c.) and a maximum pressure of 60-inches w.c. Connectors shall be J.P. America Model HRF or equal.

2.4 SPARE PARTS

- A. The following spare parts shall be furnished:
 - 1. One set of shaft seals
 - 2. One set of bearings of each type and size
 - 3. Any special tools required for the adjustment and operation of the fan
 - 4. One year supply of lubrication
 - 5. One (1) set of replacement belts

PART 3 – EXECUTION

3.1 INSTALLATION SUPERVISION, START-UP AND OPERATOR TRAINING

- A. Contractor shall electrically ground all fan and enclosure parts.
- B. Upon completion of the installation, the services of the manufacturer's factory trained representative shall be provided at the project site. During the checkout and start-up phase, the manufacturer's representative shall inspect all system components for proper connection and alignment and assist the installation contractor in placing the equipment in a proper operating condition.
- C. Upon satisfactory completion of the start-up and calibration, the representative of the manufacturer shall instruct Owner's personnel in the proper operation and maintenance of the equipment. The manufacturer's representative who will be providing the instruction shall have prior operation, maintenance and instructing experience acceptable to the Engineer.

END OF SECTION

SECTION 44 31 21
ODOR CONTROL BIOFILTER

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Construct a 600 cubic feet per minute (cfm) at-grade biofilter at the Storm Lake Casino Lift Station site. The work shall include all labor, equipment and materials necessary to construct the biofilter and make it fully operational. This odor control system shall treat foul air from the sewage pump station wet well as shown on Drawing C-1.
- B. Biofiltration is a process to remove hydrogen sulfide (H₂S) and other odorous compounds from the air utilizing naturally occurring bacteria. Foul air is forced into the bottom of the biofilter and is distributed across the bottom of the biofilter using air distribution panels. The panels distribute the air but also support the biofilter media. The biofilter media is a source of nutrients and a surface for the bacteria that break down the odorous compounds. As the air passes up through the media the odorous compounds are removed via adsorption, absorption and biological oxidation. The air entering the biofilter must be nearly saturated with moisture and the surface of the media is routinely sprinkled to keep the media wet.
- C. The biofilter system shall be complete including the water control panel, electrical control panel, irrigation system, air humidification system, air distribution system, concrete coating, media, fan, fan acoustic enclosure and all required appurtenances. The specifications for the electrical control panel, fan, and concrete coatings are included in other sections and Drawings outside of this section.
- D. The Contractor is responsible for excavation, disposal of excess excavated materials, fine grading and seeding.
- E. The inlet air to the biofilter will be humidified using a humidification system specified herein.
- F. Drain water from the bottom of the biofilter and humidification chamber shall be captured and piped to the wet well as shown on Drawings.

1.2 SUBMITTALS

- A. Shop drawings shall be submitted to the Owner and Engineer for evaluation and approval in accordance with the front-end specifications included for this project. Fabrication of equipment and ordering of system components shall not begin until the Engineer has approved the shop drawings. The shop drawings shall include at least the following:
 - 1. Certified shop and erection drawings showing important details of construction, dimensions, materials and anchor bolt locations.
 - 2. Descriptive literature, bulletins and/or catalogs of the equipment.

3. A complete bill-of-materials.
 4. Complete assembly, foundation and installation drawing together with detailed specifications and data covering materials, parts and other accessories.
- B. The Contractor shall submit a copy of this specification with check-marks by each line to show full compliance or a note with attached supporting information noting any deviation for Engineer review.
- C. Submit a sample of the biofilter media.

1.3 SHIPPING, STORAGE AND HANDLING

- A. All parts shall be properly protected so that no damage or deterioration will occur in transit or during prolonged storage at the site.
- B. Each box, crate or package shall be properly marked to show its contents and the net weight.
- C. Contractor shall be responsible for all freight and shipping costs to the jobsite and shall be responsible for off-loading the equipment at the jobsite.

1.4 WARRANTY

- A. The manufacturer shall warrant that all materials and equipment will be free from defects in materials and workmanship for a period of eighteen months from the date of arrival at the plant site. The manufacturer's warranty shall be in a form acceptable to and for the benefit of the owner and shall be submitted with the shop drawings. The manufacturer shall repair or replace any work found to be defective within three (3) weeks of notification.
- B. All costs associated with the repair or replacement of a warranty item shall be the responsibility of the Contractor including all installation labor, materials, equipment, shipping and travel expenses.

PART 2 - PRODUCTS

2.1 COMPONENTS

A. General Description

1. The biofilter has been designed to treat an average of 600 cfm of air and have a media residence time of at least 60 seconds. The biofilter shall be constructed inside an open-topped concrete structure as shown on the drawings. The interior concrete shall be coated per Section 09 90 00. On top of the coating will be a series of air distribution baseplates that will distribute

the air evenly throughout the media. An initial six-foot deep layer of biofilter media will be placed on top of the baseplates.

2. The air being treated in the biofilters will be pre-humidified by a spray nozzle system located inside the humidification chamber.
3. A biofilter media surface irrigation system using a sprinkler, timer and solenoid valve shall be provided by the Contractor. The irrigation system shall provide supplemental moisture to the biofilter based on a preset timed sequence.

B. Water Control Panel Enclosure

1. Provide and install an insulated water control panel. The fiberglass enclosure shall be Signature Enclosures Model SE784824FSDODI or equal. The panel shall be 78" h x 48" w x 24" deep and constructed of fiberglass with Class 1 fire retardant resin with marine grade gelcoat. It shall be insulated with 1" encapsulated urethane foam, R-8. Interior and exterior shall have smooth, glossy skins.
2. All hardware shall be stainless steel. Door hinge shall be continuous, and handle shall have 3-point latching system. Door gasket shall be EPDM rubber.
3. Each door panel shall have a 12" x 12" clear polycarbonate window.
4. The panel shall have a 48" x 57" back panel on which the water piping is to be mounted.

C. Air Humidification/Media Wetting System

1. Provide and install an air humidification system consisting of a concrete chamber, concrete coating, spray nozzle and assortment of water supply piping, instruments and valves as shown on the drawings and specified herein. The biofilter shall also be equipped with a surface sprinkler system to automatically wet the surface of the media on a periodic basis.
2. Provide all other components required for a complete and fully functional system.
3. The following equipment and instruments shall be provided for the biofilter humidification system:
 - a. Pressure Regulator – George Fischer Pressure Regulating Valve Type V182 or equal, PVC body, EPDM seals and socket union end connections. Set regulator at 45 psi outlet pressure.
 - b. Water Flowmeters – Burkert Electromagnetic Flow Meter and Transmitter Type 8045 with Type S020 PVC fitting or equal. 316L stainless steel wetted parts.
 - c. Basket Strainer – Hayward Simplex Basket Strainer or equal, PVC, plastic mesh strainer basket, hand removable cover, true-union connections and 200 mesh basket.
 - d. Pressure Indicators – WIKA Model 432.30 or equal, 4" face, stainless steel, 0-100 psi, diaphragm seal
 - e. Spray Nozzle – Bete Spray Nozzles Model L80 or equal, 316 stainless steel, fog spray pattern, 90° spray angle
 - f. Sprinkler System – The pop-up sprinkler head shall be Rainbird 5000 Plus Series with 4" Pop-up Rotor. The sprinkler heads shall be part-circle adjustable. Sprinkler nozzles shall be selected and adjusted to provide complete coverage of the biofilter media with as little overspray as possible. The control valve (SV1301), located in the water control panel) shall be Rainbird Model 100-EFB-CP-R Series or equal. The sprinkler control valve shall

open and close using a signal from Rainbird ESP-Me Series Controller. The controller shall be 120 VAC with 25.5 VAC output.

- g. The humidification chamber shall be equipped with a floor door that will allow access to the chamber while providing an air-tight seal. The door shall be Halliday Products Model F1R024024M-C with a 625 lb/sf load rating, padlock lug, neoprene gasket and positive locking hold-open arm. It shall be constructed of aluminum with 316 SS hardware. It shall also be equipped with three stainless steel pressure locks.

D. Air Distribution Panels

1. The air distribution panels shall consist of an injection-molded, integral slotted aeration deck and support leg structure. The integral aeration deck and support leg structure shall form an air distribution plenum.
2. The air distribution panels shall be manufactured of a polyethylene/polypropylene composite suitable for temperature limits to be experienced within the biofilter. The air distribution panels shall be capable of being accessed by and supporting material handling equipment with wheel loads of up to 24,000 lbs/sq.ft., without a residual surface deflection in excess of 0.12 inches.
3. The air distribution panels shall be serviceable and maintainable in all weather conditions and in the temperature range of -20 F. to 120 F. on the surface of the aeration baseplate. The air distribution panels shall be easily removed for cleaning with or without removing adjacent units. The air distribution panels shall be easily cleaned and replaced with the capacity to water-flush debris from the inner air passage way or plenum.
4. The pressure drop across the plenum of the aeration baseplate floor system shall not exceed 0.13 inch W.C.
5. Aeration slots within the deck of the baseplate shall be no more than 0.25 inches wide to prevent infiltration of the biofilter media into the plenum layer and shall be uniformly distributed so that no part of the bulk material at the aeration floor surface is greater than 3 inches from an aeration slot.
6. The baseplate shall be corrosion resistant under the low pH (< 1.0) conditions often found in biofilters.
7. The baseplate shall be manufactured from a polyethylene/polypropylene composite material.
8. The air distribution system is designed around the BioAer Baseplate system manufactured by BacTee Systems, Inc. of Grand Forks, ND. The Hallsten Biofloor system is considered equal to the BacTee System but it may require changes to the concrete subfloor structure. If Hallsten or an alternate system is used, then all changes to the structure are the responsibility of the Contractor. If changes to the structure are required the Contractor will be required to have a structural engineer, licensed in the State of Iowa, design the modifications, sign and stamp the drawings and submit them to the Owner for approval.

E. Biofilter Media

1. Media must sustain growth of both acidithiobacillus microorganisms and the other necessary bacteria, yeast, mold and other fungus required to treat a multitude of organic sulfides contained in the foul air stream.

2. The biofilter media supplier shall guarantee the following:
 - a. 99% removal of hydrogen sulfide (H₂S) when inlet concentrations are in the 10-100 ppm range. If the inlet H₂S is less than 10 ppm then the outlet H₂S shall be less than 0.1 ppm.
 - b. 90% odor removal efficiency when inlet odor detection threshold (DT) is between 6,000 and 30,000. When inlet odor detection threshold is less than 6,000, the outlet DT shall not exceed 600. Odor DT concentrations shall be determined using ASTM-E679 with a 20 liter/minute odor panel presentation rate.
 - c. The media supplier shall review the biofilter design prior to bidding. If there are any concerns about the design as it relates to meeting the listed performance criteria, those concerns must be raised prior to bidding. The Engineer will evaluate concerns and make revisions via addendum if deemed appropriate.
3. There are three biofilter media alternatives that are pre-approved. Details on these alternatives are provided below. No other media will be acceptable unless submitted and approved via addendum prior to bidding. The approved media are Biosorbens by Biorem Technologies, Enhanced Crater-Max by Global Environmental Solutions and Bio-Pure by ECS Environmental Solutions.
4. Approved Media #1 – Bio-Pure
 - a. The biofilter media must be designed to provide high odor removal efficiency, support the growth of micro-organisms and exhibit low back pressure over extended periods of operation. The biofilter media shall consist of inorganic, inert hydrophilic cores uniform in shape. Typical media size shall be approximately ¼-inch x ¾-inch in size.
 - b. The biofilter material shall not readily compact.
 - c. The biofilter material shall be formulated with proper nutrients and buffering agents for intended operation.
 - d. Biofilter media shall have a guaranteed 10-year bed life.
 - e. Pressure drop across the 6 ft deep media shall not exceed three (3) inches water column (w.c.) at startup and six (6) inches w.c. after ten (10) years of service.
5. Approved Media #2 – Enhanced Cell-Max
 - a. The porous media is enhanced with a thermally applied mixture of minerals, adsorbents and organic nutrients which provides a source of carbon for the media.
 - b. The media shall be treated and crushed, with no aggregate larger than 3 in. diameter and average size between ½” and 1”. The media shall be washed and screened prior to thermal treatment to provide the specified size gradation.
 - c. Biofilter media shall have a guaranteed 10-year bed life.
 - d. Unit Weight (ASTM C29) – Approximately 15-20 lbs/ft³.
 - e. Pressure drop across the 6 ft deep media shall not exceed three (3) inches water column (w.c.) at startup and six (6) inches w.c. after ten (10) years of service.
6. Approved Media #3 - Biosorbens
 - a. This media must be designed to provide high odor removal efficiency, support the growth of micro-organisms and exhibit low back pressure over extended periods of operation. The biofilter media shall consist of inorganic, inert hydrophilic cores uniform in shape. Typical media size shall be approximately ¼-inch x ¾-inch in size.
 - b. The biofilter material shall not readily compact.
 - c. The biofilter material shall be formulated with proper nutrients and buffering agents for intended operation.

- d. Biofilter media shall have a guaranteed 10-year bed life.
- e. Pressure drop across the 6 ft deep media shall not exceed three (3) inches water column (w.c.) at startup and six (6) inches w.c. after ten (10) years of service.
- 7. Media shall be delivered to the site and placed in the biofilter vessel. Depth shall be greater than 6 ft after thorough wetting and after 60 days of settlement, as measured by the contractor and verified by the Engineer. The biofilter media specified herein is designed to provide high odor removal efficiency; support the growth of micro-organisms and exhibit low back pressure over extended periods of operation.

F. Biofilter Drain

- 1. The biofilter shall be constructed such that all water will drain towards the inlet air ducts. A drain will be placed in the corner of the biofilter structure as shown on the design drawings. Drain water from the biofilter shall combine with drain water from the humidification chamber in a 4" drain pipe that is piped to the pump station wet well.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. The biofilter shall be completely installed by the Contractor in accordance with the plans, specifications and shop drawings.

3.2 CHECKOUT

- A. During the checkout and startup phase, the Contractor's representative shall inspect all system components for proper connection and alignment and assist the Owner in placing the equipment in a proper operating condition.
- B. Prior to commissioning, the Contractor shall complete all checks of individual components of the system and demonstrate to the Owner that these components are operating properly and coordinate with other equipment Contractors to begin commissioning of the entire process.
- C. Verify that all water supply instruments operate properly.

3.3 COMMISSIONING

- A. Perform startup and commissioning services as required for all systems to function properly.
- B. Confirm that all equipment is properly energized.
- C. Initiate startup of each component in accordance with the O&M manual.
- D. Observe system operation and adjust, in conjunction with Owner, as necessary to optimize system performance.

- E. Adjust sprinkler timing sequence as indicated by Engineer.

3.4 BIOFILTER PERFORMANCE TESTING

A. General

1. The Owner shall test the performance of odor control system after the system has been in service for at least 4 weeks to allow for full acclimation. The Contractor may witness the test.
2. The performance test shall be conducted during the summer months (June - September) when odor emissions are typically at their highest.
3. The performance test shall be conducted following completion of start-up to demonstrate compliance with the performance criteria stated herein and to allow acclimation of bacteria to occur under full loading conditions.

B. Odor Removal Testing

1. The Owner will collect a total of four air samples. Two inlet and two outlet air samples will be collected. One set shall be collected at the beginning of the 4-hour test period and the second set at the end of the test period. The inlet samples are to be collected from the discharge side of the exhaust fan and the outlet samples are to be collected from surface of the biofilter media.
2. Air samples shall be collected in 10-liter Tedlar bags, marked, transported and tested by St. Croix Sensory using an AC'SCENT dynamic forced choice triangle olfactometer with a 20 L/min presentation rate.
3. Samples are to be analyzed for Detection Threshold (DT) and Recognition Threshold only. The system shall meet or exceed the odor removal performance requirements listed in Subsection 2.1.E.2.
4. The average DT of the two inlet samples and the four outlet samples will be used to determine compliance.

C. Hydrogen Sulfide Testing

1. The Owner will test the biofilter inlet and outlet air for hydrogen sulfide. The inlet air will be tested using an Odalog and the outlet air will be tested using a Jerome 631X H₂S analyzer. Approximately, 16 readings shall be taken at fifteen (15) minute intervals over a four (4) hour period. The average value of all inlet and outlet readings shall be used to determine compliance with performance requirements listed in Subsection 2.1.E.2.

END OF SECTION

CITY OF STORM LAKE, IOWA
CONSTRUCTION PLANS FOR
CASINO LIFT STATION
ODOR CONTROL IMPROVEMENTS
2019



PROJECT LOCATION

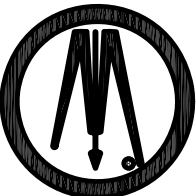
	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Profession Engineer under the laws of the State of Iowa.	
	Signature <i>Bruce Koetter</i>	Date <u>4/29/2019</u>
	Print name <u>Bruce Koetter</u>	
	License number <u>P25136</u>	
	My license renewal date is <u>12/31/2020</u>	
Pages or sheets covered by this seal: <u>1.01, 2.01, 3.01, 5.01, 5.02, 5.03, 7.01, 7.02</u>		

SHEET INDEX

SHEET NO.	GENERAL
1.01	TITLE, LOCATION MAP AND SHEET INDEX
	SITE
2.01	ODOR CONTROL SITE PLAN
	STRUCTURAL
3.01	BIOFILTER STRUCTURAL PLAN & SECTIONS
	PROCESS
5.01	PROCESS FLOW DIAGRAM
5.02	BIOFILTER PLAN & SECTIONS
5.03	ODOR CONTROL DETAILS
	ELECTRICAL
7.01	BIOFILTER ELECTRICAL PLAN
7.02	BIOFILTER ELECTRICAL WIRING DIAGRAM



WEBSTER ENVIRONMENTAL ASSOCIATES INC.
13121 EASTPOINT PARK BLVD. SUITE E
LOUISVILLE, KY 40223
(502)-253-3443 / (502)-253-3442 FAX



**BOLTON
& MENK**

1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	JLB	NO.	ISSUED FOR	DATE
DRAWN	JLB			
CHECKED	BEK			
CLIENT PROJ. NO.				

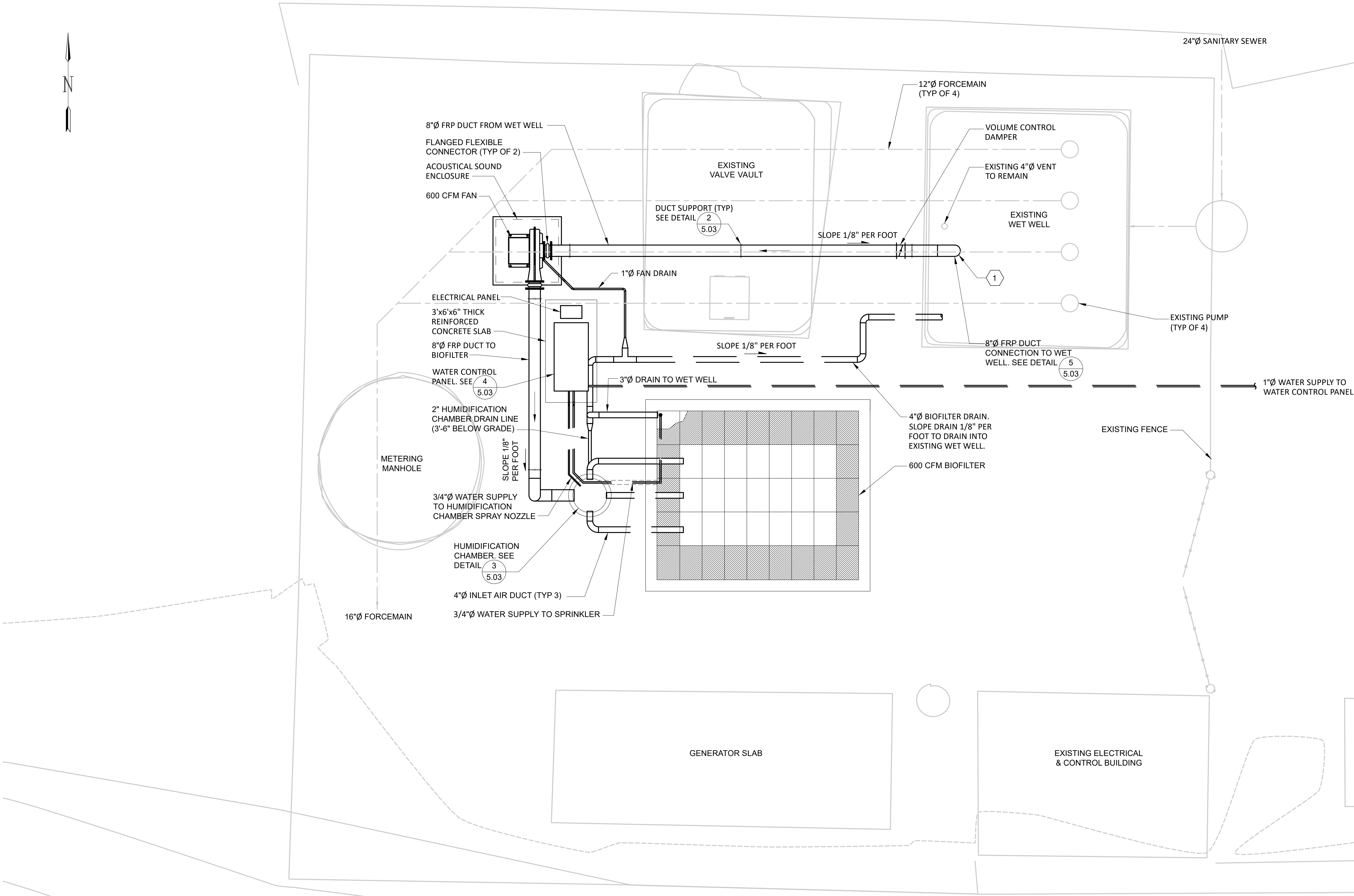
CITY OF STORM LAKE, IOWA
CASINO LIFT STATION ODOR CONTROL IMPROVEMENTS
TITLE, LOCATION MAP AND SHEET INDEX

GENERAL NOTES

- 1. ALL ABOVE GRADE AIR PIPING SHALL BE FRP.
- 3. ALL BELOW GRADE AIR PIPING SHALL BE PVC.
- 2. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING STRUCTURES AND UTILITIES.

SHEET KEYNOTES

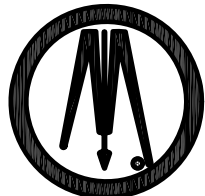
- 1. CORE DRILL 8"Ø HOLE IN TOP OF WET WELL. COAT INSIDE OF HOLE WITH 100% SOLIDS POLYURETHANE. SEE SPECIFICATION SECTION 09 90 00.



BIOFILTER SITE PLAN
1" = 3'-0"



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**BOLTON
& MENK**

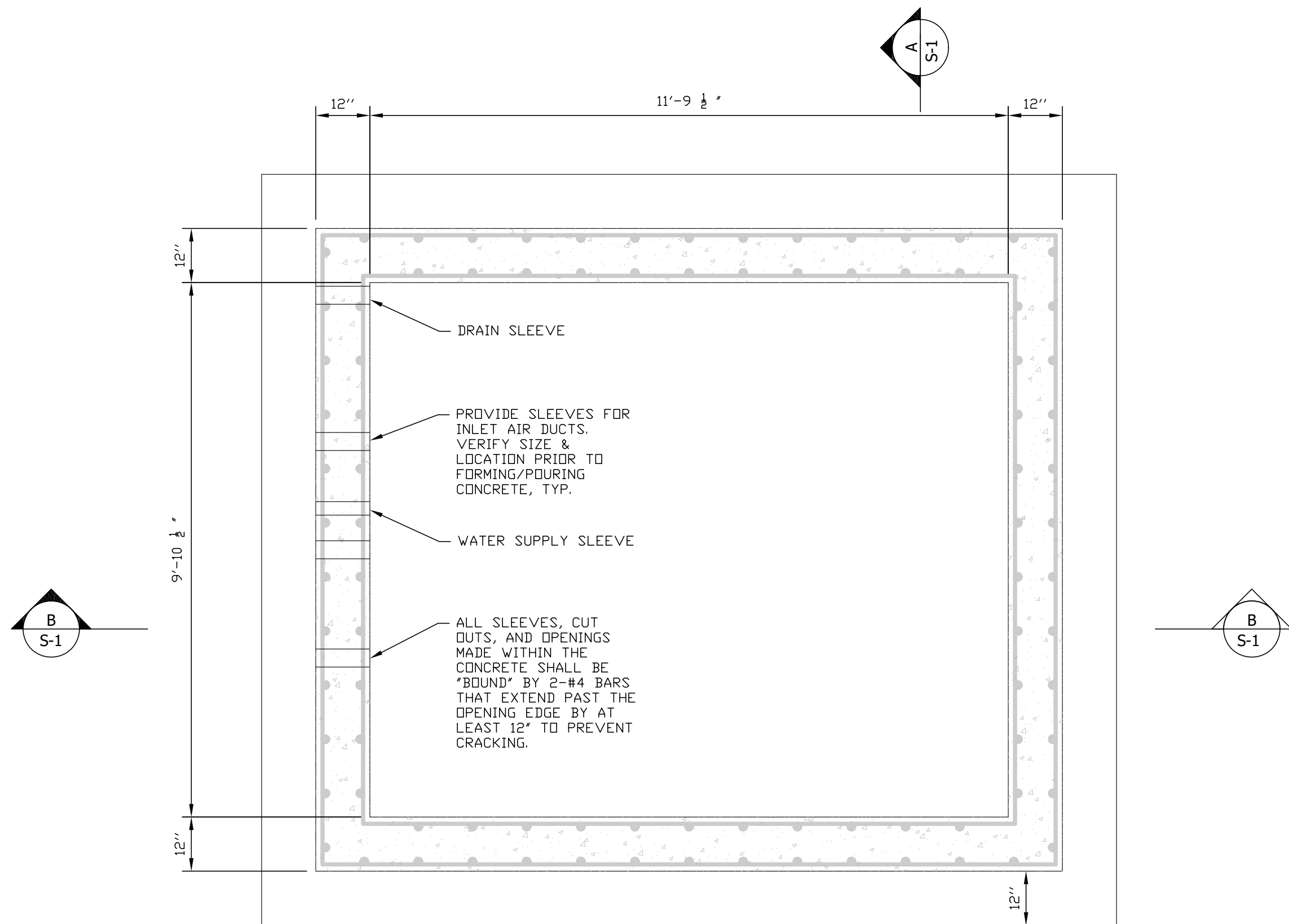
1519 BALTIMORE DRIVE
AMES, IOWA 50010
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www.bolton-menk.com

DESIGNED	JLB	NO.	ISSUED FOR	DATE
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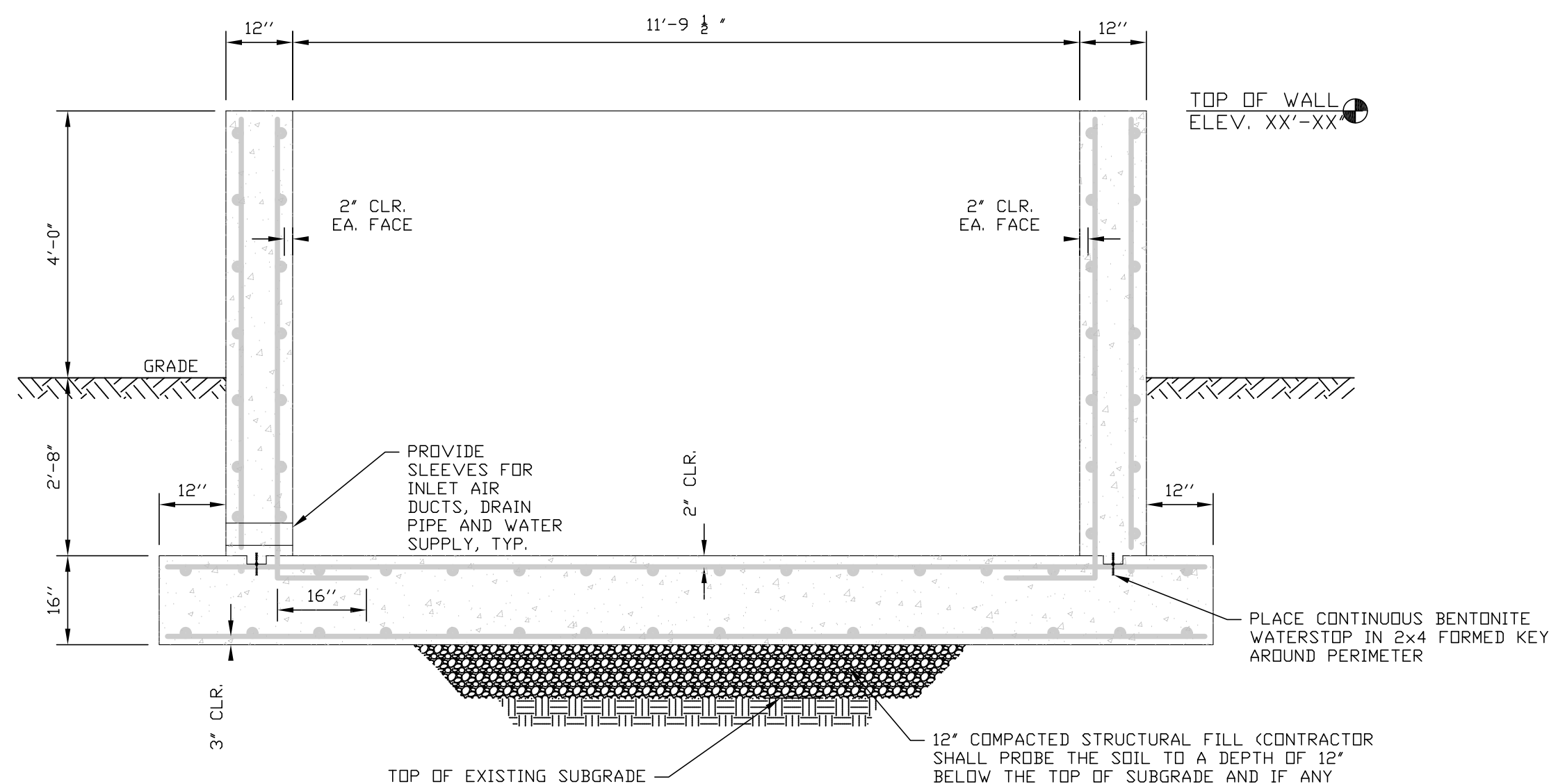
CITY OF STORM LAKE, IOWA
CASINO LIFT STATION ODOR CONTROL IMPROVEMENTS
ODOR CONTROL SITE PLAN

SHEET

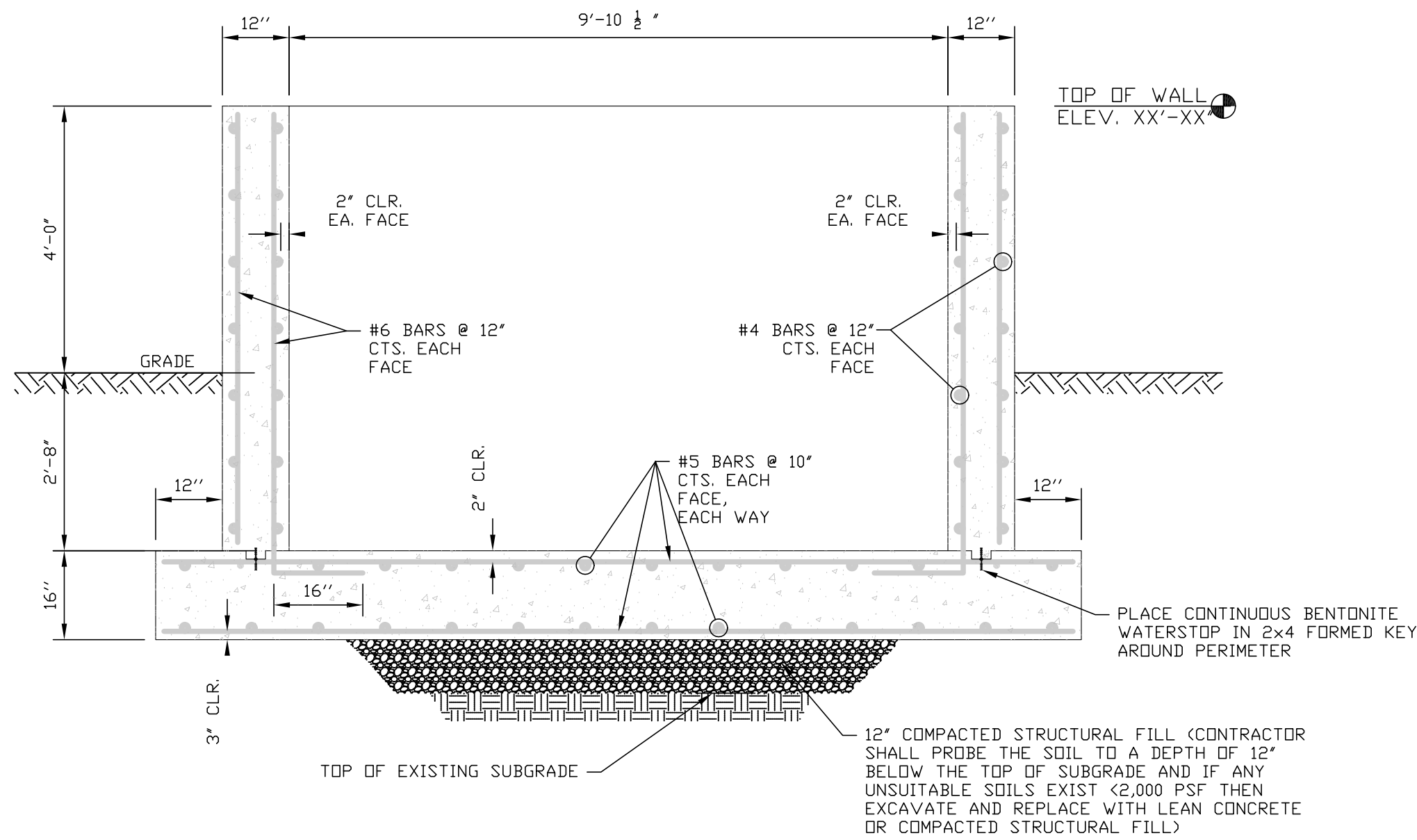
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A BIOFILTER PLAN



C SECTION B-B



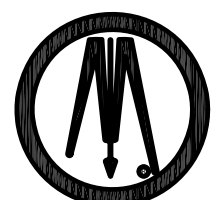
B SECTION A-A

PROJECT DESIGN CRITERIA:

1. CONCRETE CONTRACTOR SHALL THOROUGHLY EXAMINE AND BE FAMILIAR WITH THE PROCESS EQUIPMENT & PIPING THAT WORKS WITH THIS TANK STRUCTURE (BY OTHERS) PRIOR TO FORMING & POURING CONCRETE, SO AS TO PROPERLY COORDINATE & VERIFY ALL LOCATIONS, SIZES, AND REQUIREMENTS OF PIPE SLEEVES AND CUT OUTS TO RECEIVE EQUIPMENT PIPING.
2. ALL CONCRETE WORK SHALL CONFORM TO THE SPECIFICATIONS FOR ENVIRONMENTAL CONCRETE STRUCTURES, ACI 350-06.
3. FIELD TESTING AND INSPECTION OF ALL CONCRETE MATERIALS AND CONCRETE INSTALLATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. MAXIMUM SLUMP LIMIT FOR CONCRETE SHALL BE 4", MAX WATER-CEMENT RATIO = 0.45, AIR CONTENT = 5%, ±1%.
4. MINIMUM 28-DAY CONCRETE DESIGN STRENGTHS:
 - SLAB ON GRADE = 4,000 PSI
 - WALLS = 4,000 PSI
5. ALL REINFORCEMENT SHALL BE SECURELY ANCHORED IN POSITION WHILE PLACING CONCRETE. THE CONTRACTOR SHALL PROVIDE ADDITIONAL BARS, BAR CHAIRS, OR STIRRUPS AS REQUIRED TO ANCHOR THE BARS IN THE PROPER POSITION. "FLOATING" THE REINFORCEMENT STEEL DURING CONCRETE PLACEMENT WILL NOT BE PERMITTED.
6. ALL EXPOSED EDGES OF CONCRETE SHALL HAVE A RADIUS OR CHAMFER.
7. PROTECT AND CURE ALL CONCRETE SURFACES.
8. NO ADMIXTURES CONTAINING CALCIUM CHLORIDES SHALL BE USED.
9. MAXIMUM AGGREGATE SIZE FOR USE IN THE CONCRETE MIX-DESIGN SHALL BE 1" PER ASTM C33.
10. THIS FOUNDATION SYSTEM HAS BEEN DESIGNED ASSUMING THE FOLLOWING CONDITIONS:
 - 2,000 PSF SOIL BEARING CAPACITY
11. AIR ENTRAINING ADMIXTURE SHALL MEET THE REQUIREMENTS OF ASTM C260.
12. CONTRACTOR SHALL SUBMIT A CONCRETE MIX-DESIGN TO THE ENGINEER FOR REVIEW & APPROVAL.
13. ALL REINFORCING STEEL SHALL BE DEFORMED, NEW BILLET-STEEL, AND ALL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60. WELDING OF REINFORCEMENT BARS IS NOT PERMITTED.



WEBSTER ENVIRONMENTAL ASSOCIATES INC.
13121 EASTPOINT PARK BLVD. SUITE E
LOUISVILLE, KY 40223
(502)-253-3443 / (502)-253-3442 FAX



**BOLTON
& MENK**

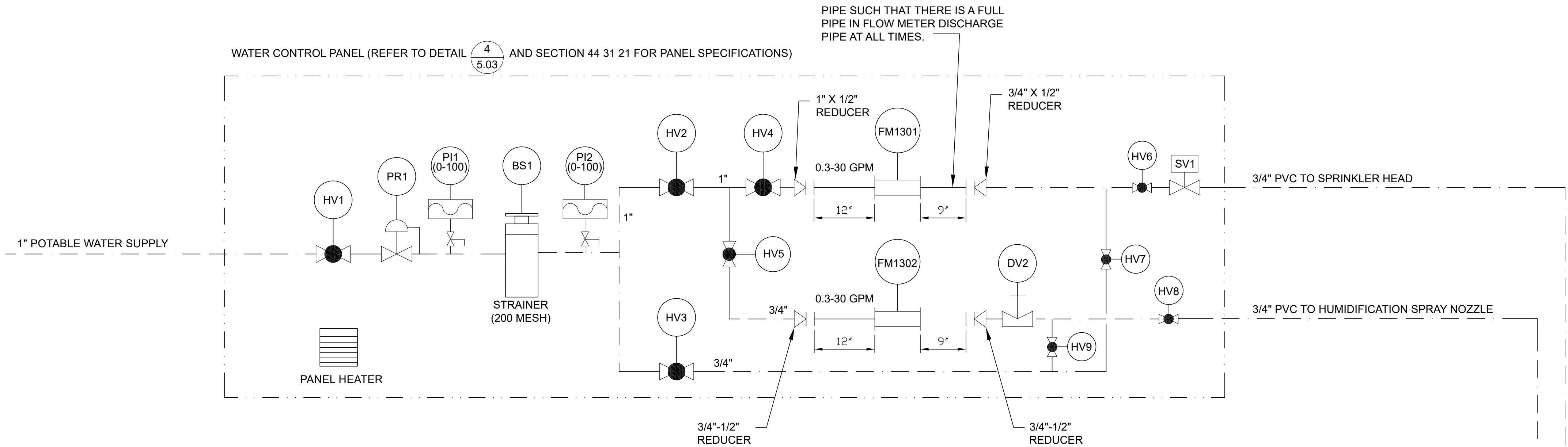
1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
JLB			
DRAWN			
JLB			
CHECKED			
BEK			
CLIENT PROJ. NO.			

CITY OF STORM LAKE, IOWA
CASINO LIFT STATION ODOR CONTROL IMPROVEMENTS
BIOFILTER STRUCTURAL PLAN & SECTIONS

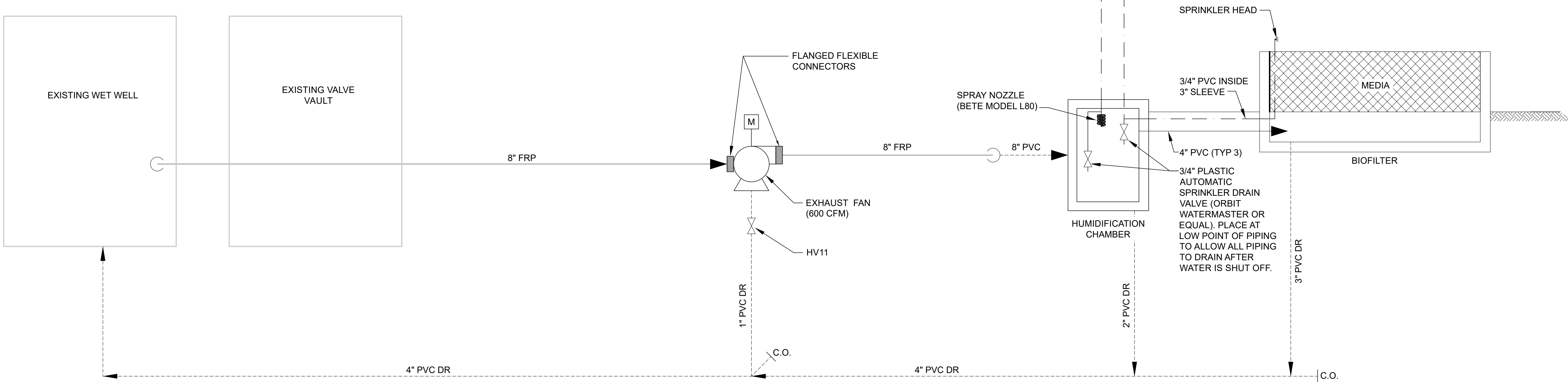
SHEET

3.01



- ABBREVIATIONS:
- BP - BACKFLOW PREVENTER
 - BS - BASKET STRAINER
 - DPIT - DIFFERENTIAL PRESSURE INDICATION TRANSMITTER
 - DV - DIAPHRAGM VALVE
 - FM - FLOW METER
 - HV - HAND VALVE (BALL VALVE)
 - LSH - LEVEL SWITCH HIGH
 - M - MOTOR
 - MV - MOTORIZED VALVE
 - NPW - NONPOTABLE WATER
 - PI - PRESSURE INDICATOR
 - PR - PRESSURE REGULATOR
 - S - STRAINER
 - SV - SOLENOID VALVE
 - TC - THERMOCOUPLE
 - VCD - VOLUME CONTROL DAMPER
 - WF - WATER FILTER

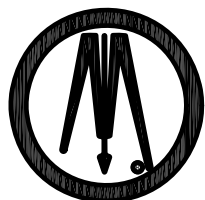
DUCT AND PIPE MATERIALS
ABOVE GRADE (OC) DUCT - FRP (SEE SPEC SECTION 40 05 36)
BELOW GRADE (OC) DUCT - FRP (SEE SPEC SECTION 40 05 36)
DRAIN PIPING (DR) - SCH80 PVC



PROCESS FLOW DIAGRAM
SCALE: NTS



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DESIGNED	JLB	NO.	ISSUED FOR	DATE
DRAWN	JLB			
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CLIENT PROJ. NO.				

CITY OF STORM LAKE, IOWA
CASINO LIFT STATION ODOR CONTROL IMPROVEMENTS
ODOR CONTROL PROCESS FLOW DIAGRAM

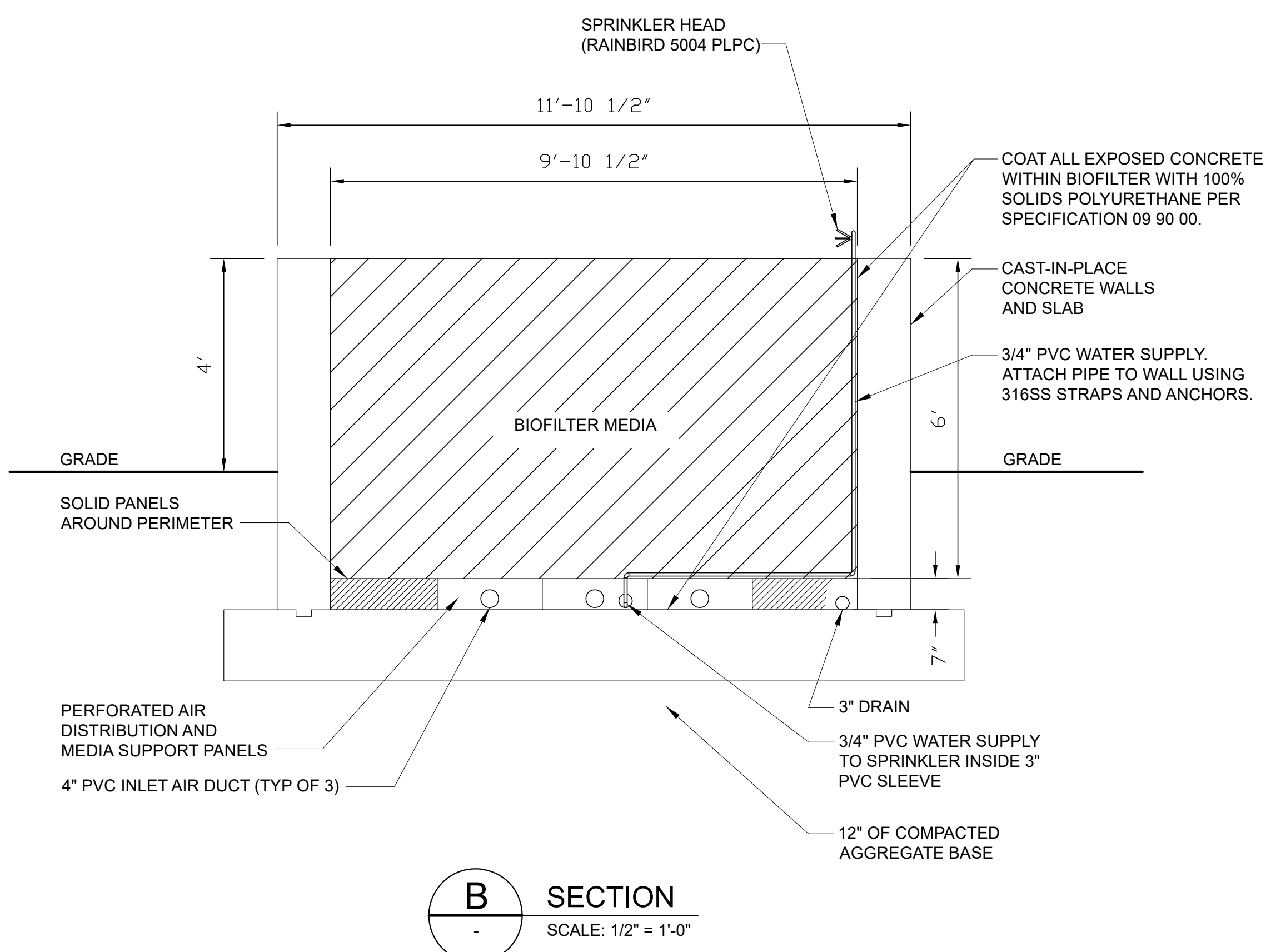
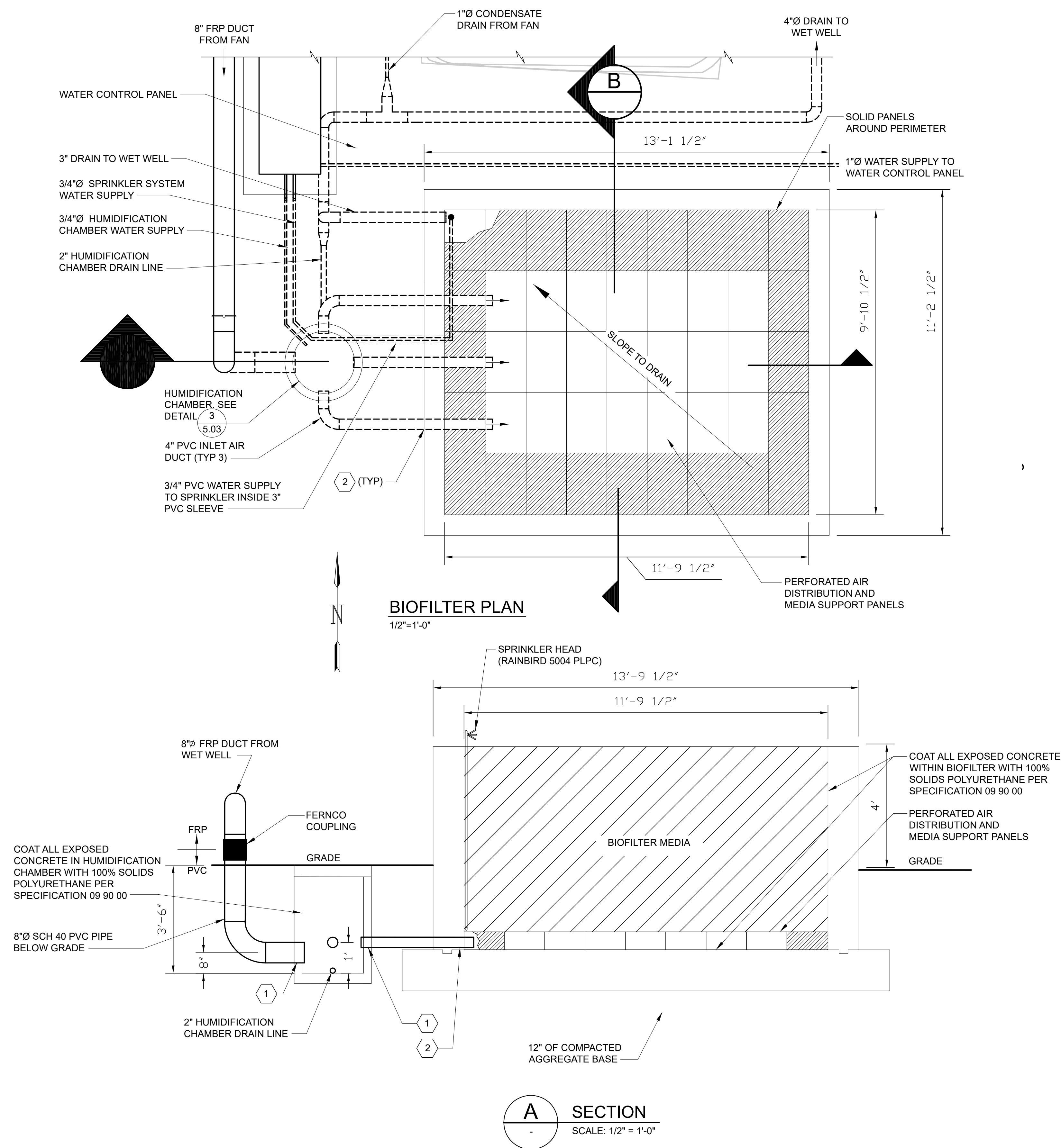
SHEET

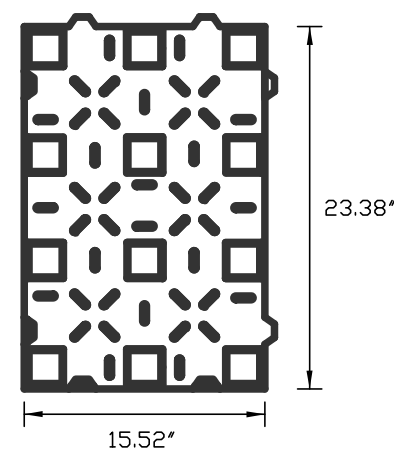
5.01

- SHEET KEYNOTES
1.

USE MANHOLE BOOTS AT ALL PIPE CONNECTIONS TO HUMIDIFICATION CHAMBER. USE PRESS-SEAL PSX: POSITIVE SEAL BOOTS OR EQUAL.
2.

MAKE PIPE PENETRATIONS WATER-TIGHT. PIPES SHALL BE POSITIONED TO AVOID INTERFERENCE WITH LEGS OF AIR DISTRIBUTION PANELS.



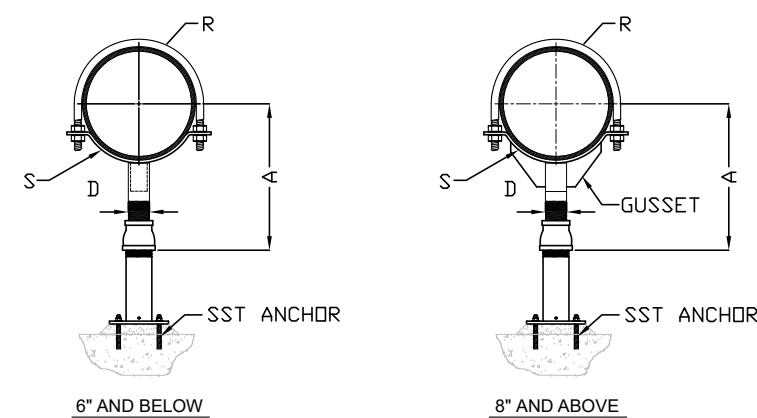


FLOOR LAYOUT DIMENSIONS:
THE BACTEE BASEPLATES ARE DESIGNED TO CREATED A SPACE BETWEEN EACH ADJACENT BASEPLATES TO ALLOW THERMAL EXPANSION AND CONTRACTION OF THE COMPONENTS WITHOUT IMPACTING THE OVERALL FLOOR DIMENSIONS.
ACCOUNTING FOR THIS SPACE, THE BASEPLATE DIMENSIONS USED IN THE LAYOUT OF AN AERATION FLOOR ARE AS FOLLOWS:
BASEPLATE WIDTH: 15.68'
BASEPLATE LENGTH: 23.62'
BASEPLATE HEIGHT: 6.88'



TYPICAL AIR DISTRIBUTION PANEL DETAIL
SCALE: NTS

1



SADDLE WITH U-BOLT AND PIPE SUPPORT ADJUSTER
MATERIAL: STAINLESS STEEL

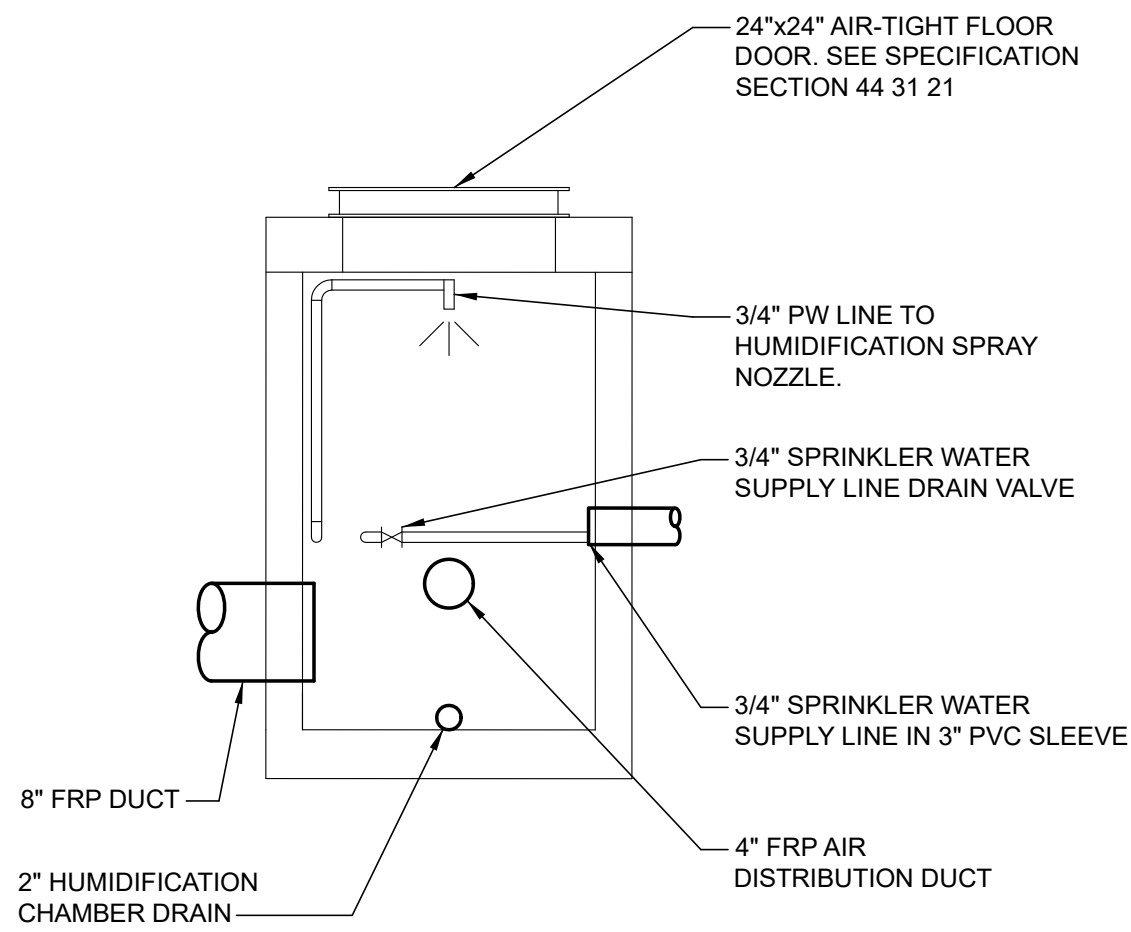
DIMENSIONS IN INCHES

PIPE SIZE	SUPPORT PIPE SIZE P	ADJUSTER PIPE SIZE D	A		R	S
			MAX.	MIN.		
2-1/2	2-1/2	1-1/2	11	8	1/2	1/4 X 2-1/2
3	3	2-1/2	13-1/4	10	1/2	1/4 X 3
4	4	3-1/2	15-3/8	12-3/8	1/2	3/8 X 4
5	5	4-1/2	17-1/2	14-1/2	5/8	3/8 X 4
6	6	5-1/2	19-1/4	16-1/4	5/8	3/8 X 4
8	8	7-1/2	23-1/2	20-1/2	3/4	3/8 X 4
10	8	9-1/2	27-3/8	24-3/8	3/4	3/8 X 4
12	8	11-1/2	31-3/8	28-3/8	1	3/8 X 4
14	8	13-1/2	35-3/8	32-3/8	1	3/8 X 4
16	8	15-1/2	39-3/8	36-3/8	1	3/8 X 4
18	8	17-1/2	43-3/8	40-3/8	1	3/8 X 4
20	8	19-1/2	47-3/8	44-3/8	1	3/8 X 4
24	8	23-1/2	55-3/8	52-3/8	1	3/8 X 4
30	8	29-1/2	67-3/8	64-3/8	1	3/8 X 4
36	8	35-1/2	79-3/8	76-3/8	1	3/8 X 4

NOTES:
1. STANCHION STYLE PIPE SUPPORT (AND ANCHOR) MATERIAL SHALL BE SST IN ITS ENTIRETY.
2. SUPPORT SHALL BE FIG 53AU WITH THREADED BASE STAND 51 TBS MANUFACTURED BY GULF STATE HANGERS OR EQUAL.

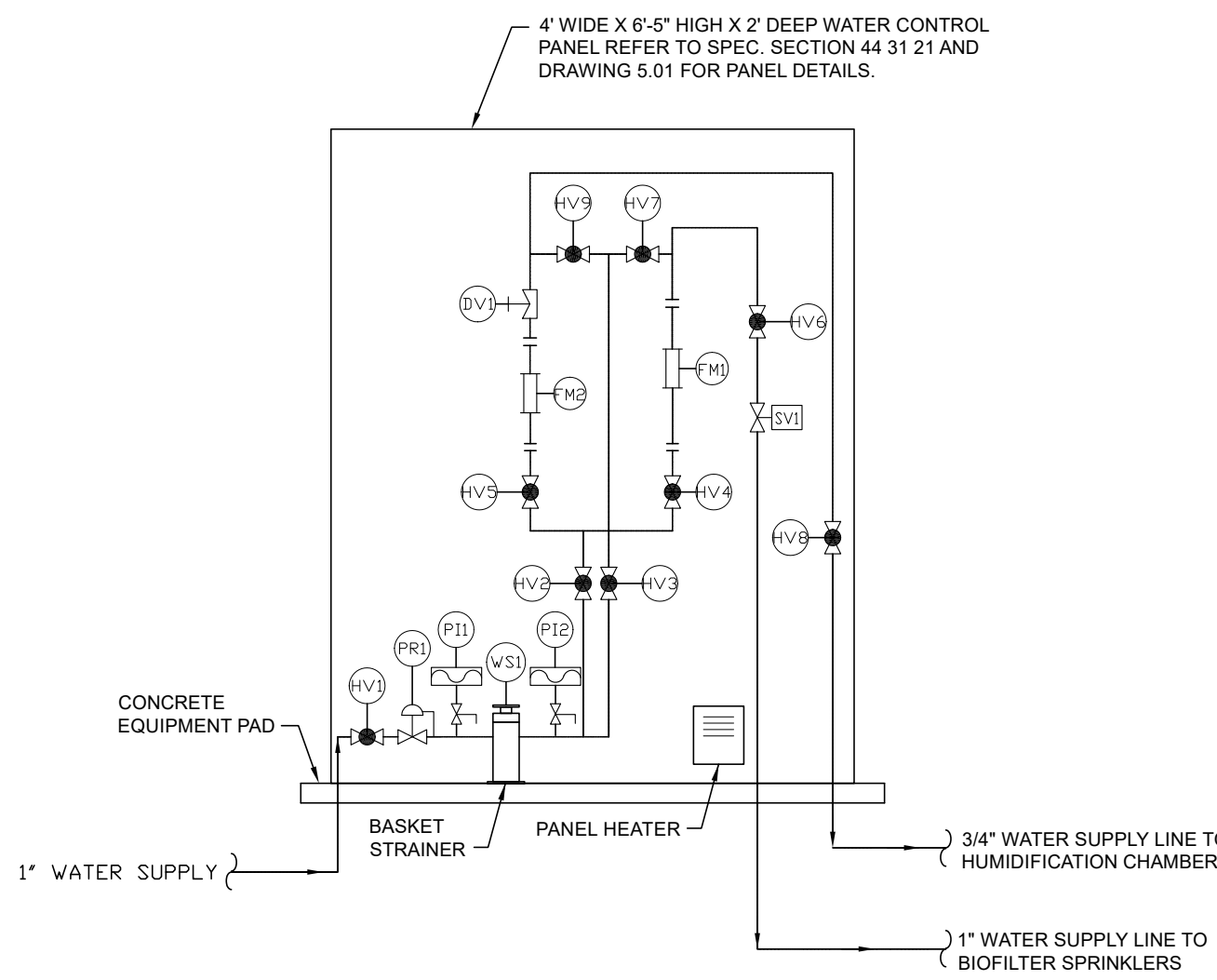
TYPICAL PIPE SUPPORT DETAIL
SCALE: NTS

2



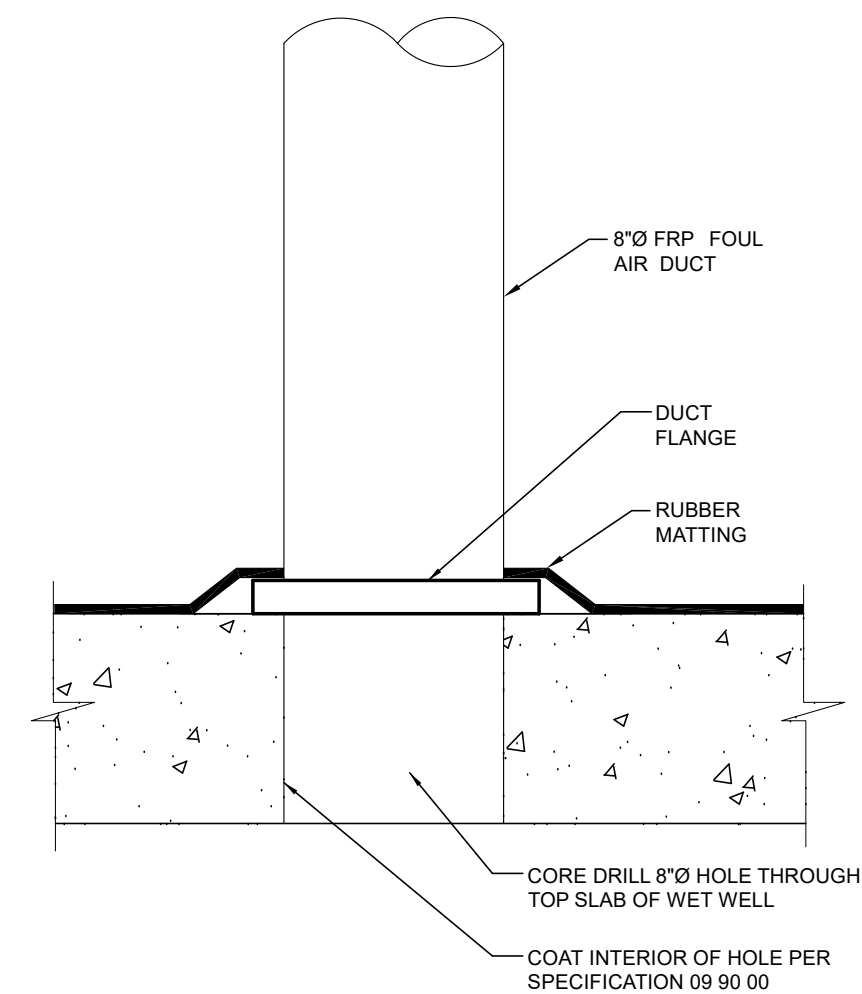
HUMIDIFICATION CHAMBER
SCALE: NTS

3



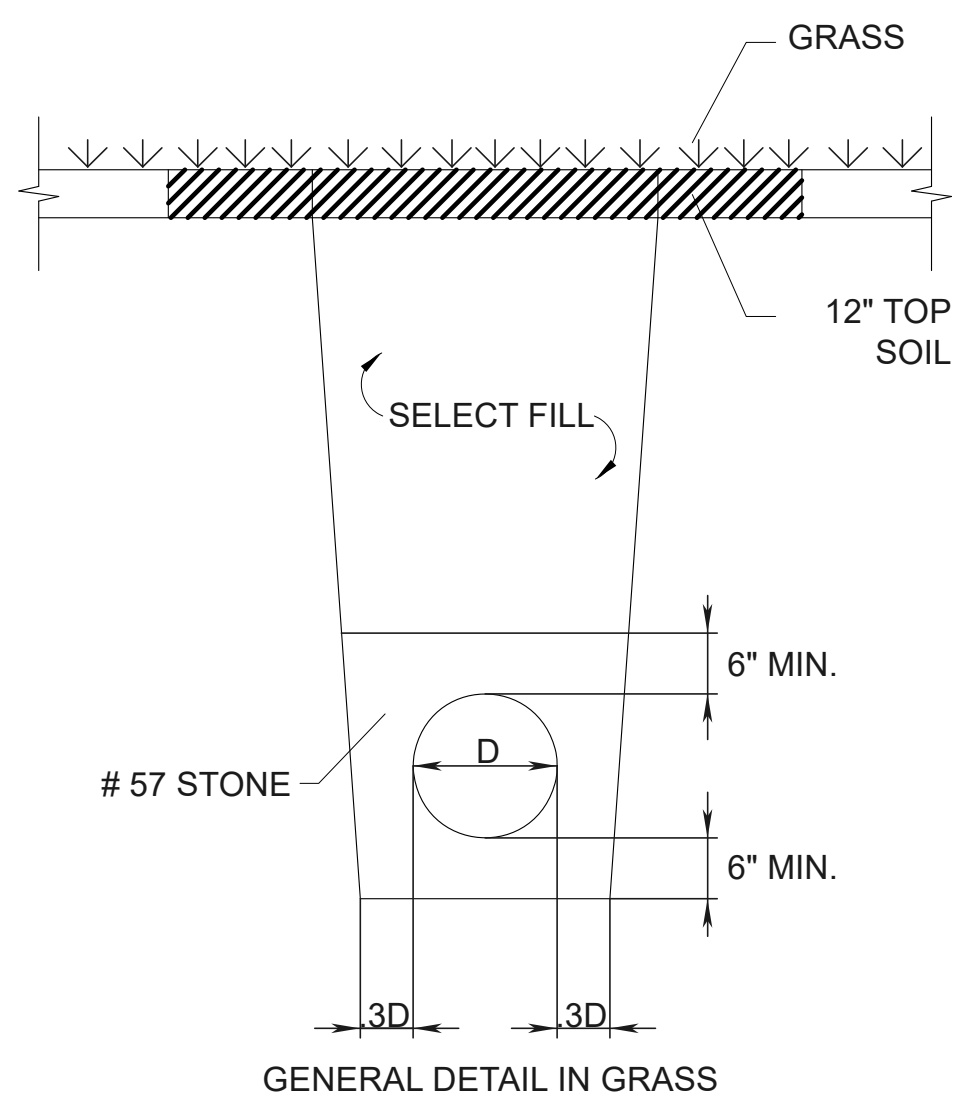
WATER CONTROL PANEL DETAIL
SCALE: NTS

4



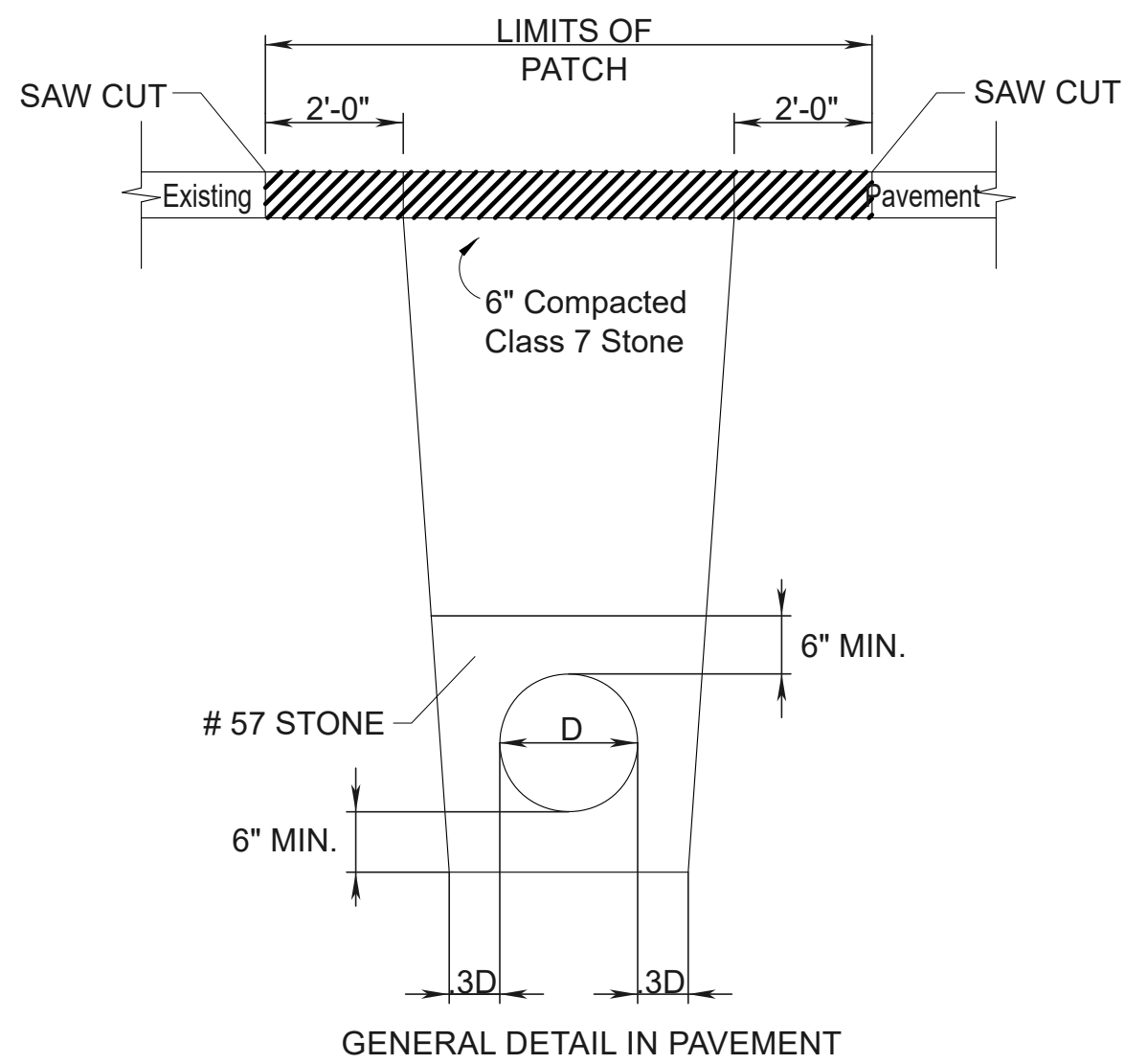
WET WELL DUCT DETAIL
SCALE: NTS

5



PIPE TRENCH DETAILS
SCALE: NTS

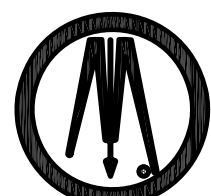
6



NOTES:
1. SAW CUT 1/3 PAVEMENT THICKNESS THEN BREAK OUT.



WEBSTER ENVIRONMENTAL ASSOCIATES INC.
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LOUISVILLE, KY 40223
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BOLTON & MENK

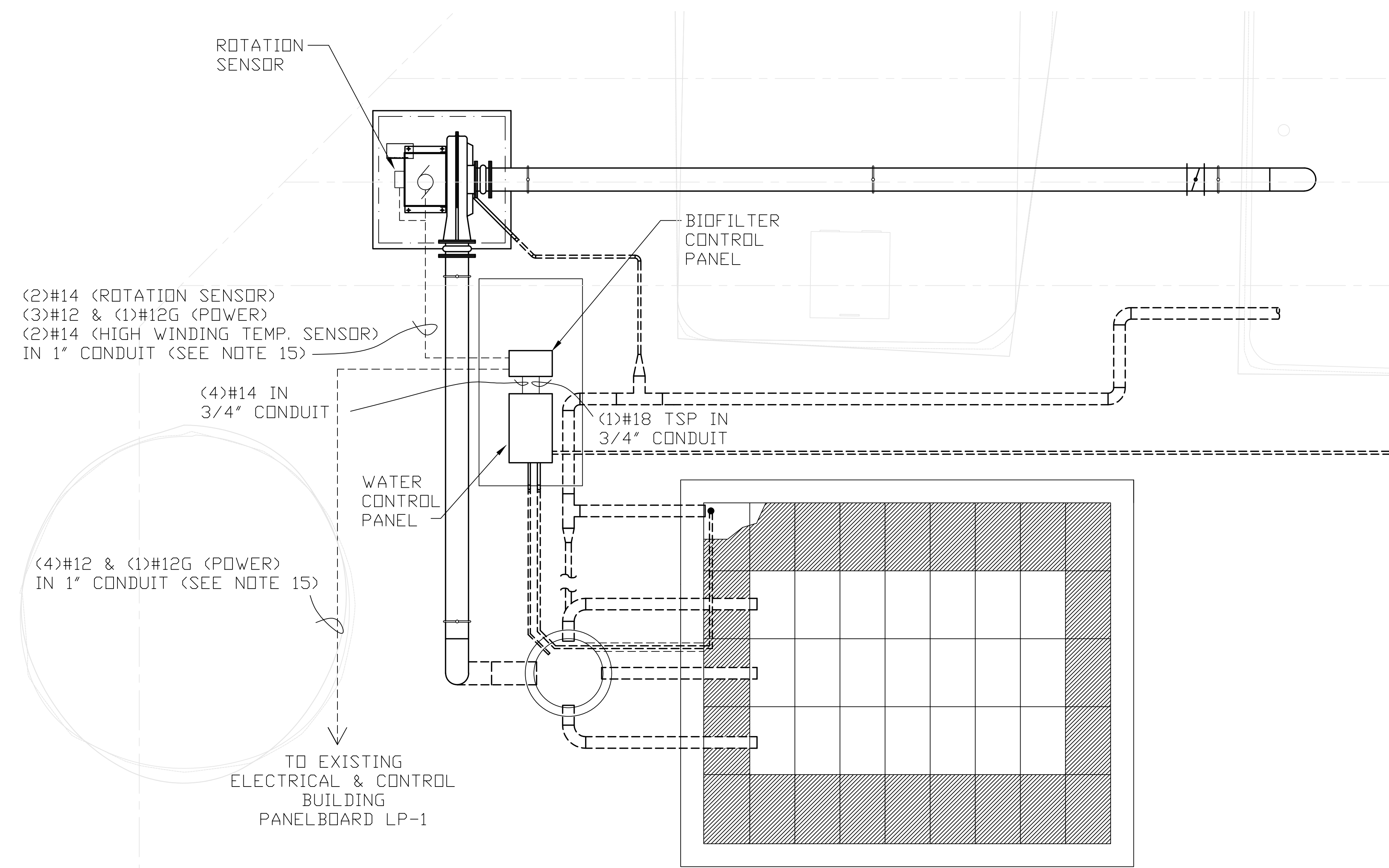
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DESIGNED	JLB	NO.	ISSUED FOR	DATE
DRAWN	JLB			
CHECKED	BEK			
CLIENT PROJ. NO.				

CITY OF STORM LAKE, IOWA
CASINO LIFT STATION ODOR CONTROL IMPROVEMENTS
ODOR CONTROL DETAILS

SHEET

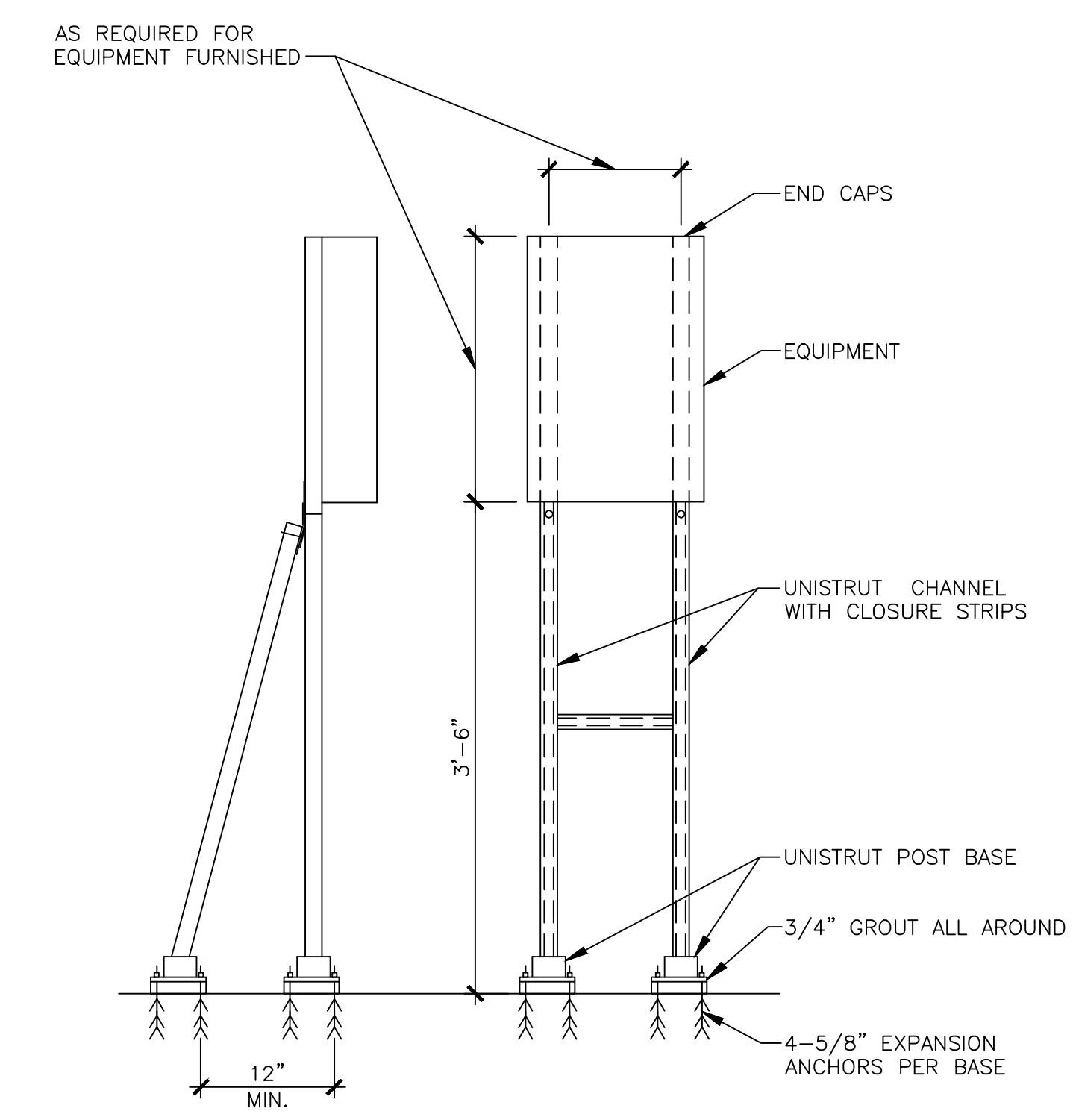
5.03



WARNING!
TO PREVENT ELECTRICAL SHOCK, PHYSICAL INJURY OR MECHANICAL DAMAGE DUE TO ELECTRICAL LIVE PARTS OR MOVING MACHINERY; TURN OFF ALL POWER, LOCK OUT OR OTHERWISE DISABLE AND TAG CIRCUIT DISCONNECTING MEANS.

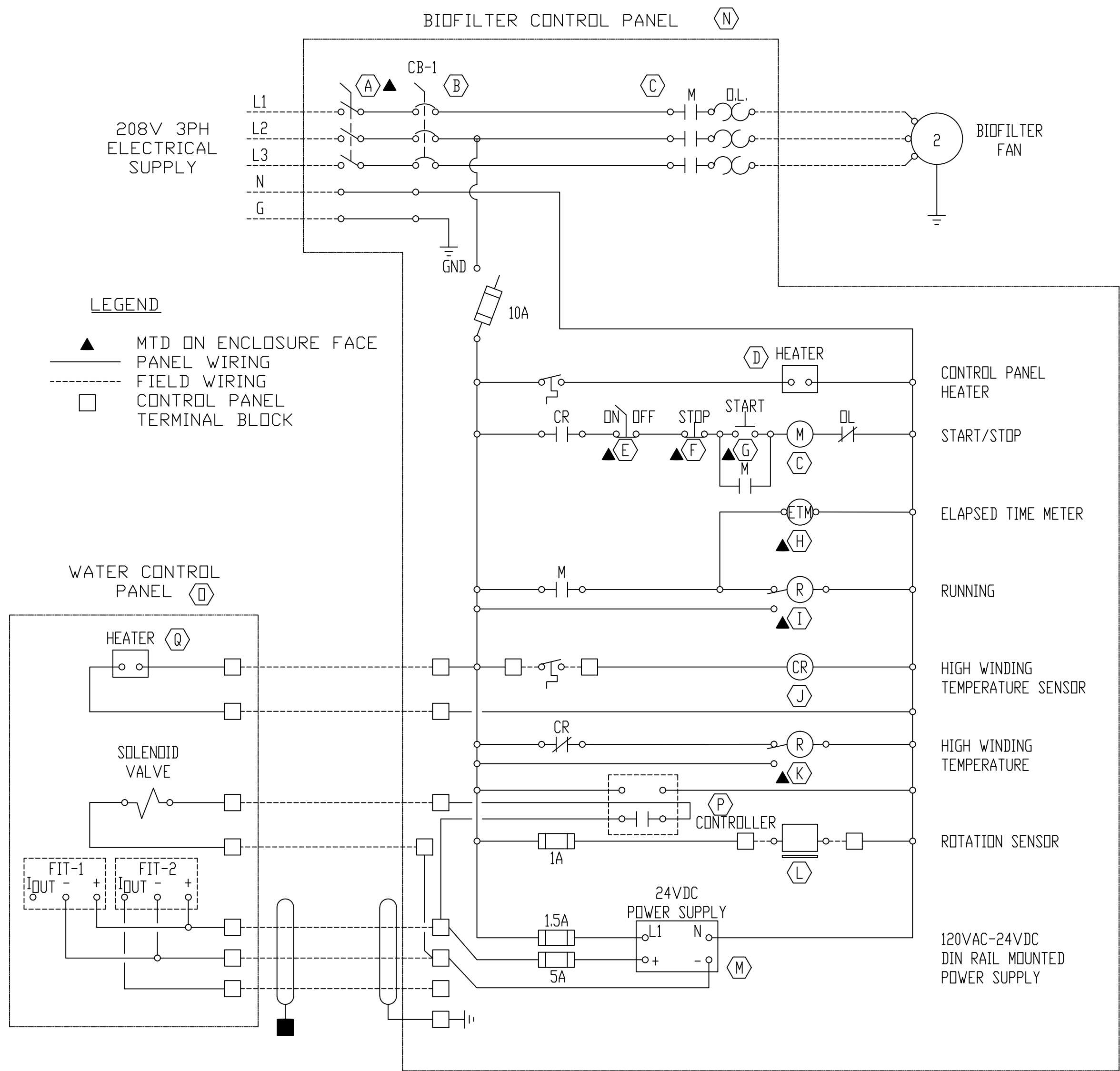
BIOFILTER ELECTRICAL SITE PLAN
1/2"=1'-0"

- NOTES:
1. ALL ELECTRICAL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE, THE LIFE SAFETY CODE, ALL STATE, COUNTY AND LOCAL CODES.
 2. THE CONTRACTOR SHALL OBTAIN ALL THE REQUIRED PERMITS FOR CONSTRUCTION PAY ALL FEES AND OBTAIN ALL THE REQUIRED INSPECTIONS IN PROVIDING THE OWNER WITH A COMPLETE ELECTRICAL SYSTEM, READY FOR OPERATION.
 3. THE CONTRACTOR SHALL COORDINATE THE WORK WITH ALL TRADES AT ALL STAGES OF CONSTRUCTION, COORDINATE THE LOCATION OF DEVICES TO AVOID CONFLICTS AND REPORT ALL SUCH CONFLICTS TO THE ARCHITECT/OWNER/ENGINEER.
 4. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS BEFORE SUBMITTING HIS OR HER BID - WORK ON NEW CONSTRUCTION SHALL NOT OBSTRUCT DAILY OPERATIONS OF THE FACILITIES.
 5. WHERE BOXES/ENCLOSURES ARE MOUNTED OUTDOORS THE NEMA RATING SHALL BE MAINTAINED WHEN INSTALLING CONDUITS. CONDUITS SHALL ENTER THE BOTTOM OR SIDE OF ENCLOSURES - NO CONDUIT SHALL ENTER THE TOP.
 6. ALL UNDERGROUND CONDUITS SHALL BE SCHEDULE 80 PVC ENCASED IN SAND.
 7. ALL ABOVE GROUND CONDUIT SHALL BE RIGID ALUMINUM WITH SEPARATION HARDWARE OR PADS BETWEEN THE CONDUIT AND ANY CONCRETE STRUCTURE. ALUMINUM CHANNEL AND ASSOCIATE HARDWARE MAY BE USED TO SUPPORT THE ALUMINUM CONDUIT. AFFIX ADHESIVE BACKED MYLAR PADS TO THE UNDERSIDE OF ALL ALUMINUM SUPPORTING HARDWARE.
 8. THE EQUIPMENT FURNISHED BY OTHER THAN THE ELECTRICAL CONTRACTOR SHALL BE MOUNTED AND WIRED BY THE CONTRACTOR ACCORDING TO THE MANUFACTURERS' INSTRUCTIONS AND DIAGRAMS.
 9. ALL CONDUITS SHALL BE A MINIMUM OF 3/4"- 1" IS REQUIRED OUTSIDE BUILDINGS UNDERGROUND UNLESS INDICATED OTHERWISE.
 10. ALL GROUNDING CONNECTIONS SHALL BE EXOTHERMIC BY CADWELD OR EQUAL.
 11. CONTRACTOR TO MOUNT BIOFILTER CONTROL PANEL ON THE NEW CONCRETE PAD, AS SHOWN ON DRAWINGS, WITH STAINLESS STEEL UNISTRUT AND STAINLESS STEEL HARDWARE.
 12. CONTRACTOR TO MOUNT BIOFILTER CONTROL PANEL ON THE NEW CONCRETE PAD, AS SHOWN ON DRAWINGS, WITH STAINLESS STEEL UNISTRUT AND STAINLESS STEEL HARDWARE.
 13. CONTRACTOR TO PROVIDE 208V, 3-POLE, 20A CIRCUIT BREAKER IN EXISTING LIGHTING PANEL LP-1 FOR THE NEW BIOFILTER.
 14. CONTRACTOR TO PROVIDE NAME PLATES FOR NEW ELECTRICAL EQUIPMENT TO MATCH STYLE AND COLOR OF EXISTING.
 15. CONTRACTOR SHALL PROVIDE CROUSE-HINES TYPE "EYS" SEAL FITTING AND FILL WITH CHICO SEALING COMPOUND IN ACCORDANCE WITH NEC.



NOTE: ALL UNISTRUT AND HARDWARE SHALL BE 316 STAINLESS STEEL UNLESS NOTED OTHERWISE

TYPICAL EQUIPMENT MOUNTING INSTALLATION DETAIL
N.T.S.



BIOFILTER ELECTRICAL WIRING DIAGRAM
N.T.S.

WARNING!
TO PREVENT ELECTRICAL SHOCK, PHYSICAL INJURY OR MECHANICAL
DAMAGE DUE TO ELECTRICAL LIVE PARTS OR MOVING MACHINERY;
TURN OFF ALL POWER, LOCK OUT OR OTHERWISE DISABLE AND TAG
CIRCUIT DISCONNECTING MEANS.

BILL OF MATERIALS

- A. FLANGE MOUNTED 3-POLE NON FUSIBLE 30A DISCONNECT SWITCH AND OPERATING MECHANISM AND HANDLE MECHANISM. SQUARE-D CAT. NO. 9422ATCN302 OR EQUAL.
- B. CIRCUIT BREAKER, DIN RAL MOUNTED, 20A 3-POLE 240V EATON CAT. NO FAZ-C20/3-NA-L OR EQUAL.
- C. MOTOR STARTER WITH OVERLOAD RELAYS, 120VAC COIL AND AUXILIARY CONTACTS. SQUARE-D CAT. NO. LC1D12-32G7 WITH LADN20 AUXILIARY CONTACTS AND LRD1516 OVERLOAD RELAY OR EQUAL.
- D. ELECTRIC HEATER WITH INTEGRAL ADJUSTABLE THERMOSTAT, 120V 200W. HOFFMAN CAT. NO. D-AH2001A OR EQUAL.
- E. 2-POSITION MANUAL RETURN 30 MM SELECTOR SWITCH WITH CONTACT BLOCKS AND STANDARD BLACK KNOB. SQUARE-D CAT. NO. 9001KS11BH2 AND CAT. NO. 9001KN245 "ON-OFF" LEGEND PLATE OR EQUAL.
- F. MOMENTARY 30 MM PUSH BUTTON RED INSERT WITH 1 N.C. CONTACT BLOCK. SQUARE-D CAT. NO. 9001KR1RH6 AND CAT. NO. 9001KN202 "STOP" LEGEND PLATE OR EQUAL.
- G. MOMENTARY 39 MM PUSHBUTTON BLACK INSERT WITH 1 N.O. CONTACT BLOCK. SQUARE-D CAT. NO. 9001KR1BH5 AND CAT. NO. 9001KN201 "START" LEGEND PLATE OR EQUAL.
- H. ELAPSED TIME METER RATED FOR NEMA 4X SEALED WINDOW AND WEATHER RESISTANT, 6-DIGIT COUNTER, NONRESET TYPE. WESCHLER INSTRUMENTS CAT. NO. 240 211 AAAB OR EQUAL.
- I. PUSH-TO-TEST 30 MM RED PILOT LIGHT. SQUARE-D CAT. NO. 9001SKTKM1LRR31 AND CAT. NO. 9001KN236 "MOTOR RUN" LEGEND PLATE OR EQUAL.
- J. DPDT RELAY 120VAC COIL DIN RAIL MOUNT. PHOENIX CAT. NO. 2910528 OR EQUAL.
- K. PUSH-TO-TEST 30 MM RED PILOT LIGHT. SQUARE-D CAT. NO. 9001SKTKM1LRR31 AND CAT. NO. 9001KN299 "HI WINDING TEMP" LEGEND PLATE OR EQUAL.
- L. ROTATION SENSOR, 120VAC, SPDT RELAY 5A @ 120VAC, EXPLOSION PROOF HOUSING. MAXIGARD A1500 OR EQUAL.
- M. 24VDC POWER SUPPLY 90W, 120VAC INPUT. IDEC CAT. NO. PS5R-VE24 OR EQUAL.
- N. ENCLOSURE NEMA 4X, STAINLESS STEEL TYPE 304, FOR FLANGE-MOUNTED DISCONNECT, 24"H X 21"W X 8"D. HOFFMAN CAT. NO. A-24HS2108SSLP AND CAT. NO. A-24P20 PANEL OR EQUAL.
- O. WATER CONTROL PANEL. SEE SPECIFICATION SECTION 44 31 21 FOR INFORMATION.
- P. CONTROLLER, 120VAC INPUT. RAINBIRD CAT. NO. ESP-ME SERIES.
- Q. ELECTRIC HEATER WITH INTEGRAL ADJUSTABLE THERMOSTAT, 120VAC 400W. HOFFMAN CAT. NO. D-AH4001B OR EQUAL.

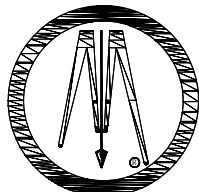


**CARDINAL
TECHNOLOGY, PLLC**
Integrity and Dedicated Service

324 E. Main Street Unit 409,
Louisville, KY 40202
Phone: (502) 836-6620
cardinaltech@twc.com



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CITY OF STORM LAKE, IOWA
CASINO LIFT STATION ODOR CONTROL IMPROVEMENTS
BIOFILTER ELECTRICAL WIRING DIAGRAM

SHEET

7.02

Staff Summary

6/3/2019

Agenda Item # 5.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 68-R-2018-2019 Approving Plans, Specs and Form of Contract and Awarding Contract for the Casino Lift Station Odor Control Project**

BACKGROUND: Odor issues around the Casino Lift Station have been a concern to neighboring residents. On February 5, City Council approved a professional services agreement with Bolton & Menk to determine the cause and remediation of the odor at Casino Lift Station. A biofiltration system is recommended for the Casino Beach Lift Station.

Engineer's Estimate- \$195,000

Bids were opened on May 22, 2019. Two bids were received:
Grundman-Hicks, LLC \$184,106
Minturn, Inc. \$254,800

FISCAL IMPACT: The bid received by Grundman-Hicks, LLC for \$184,106 is \$10,894 under the Engineer's Estimate and will be paid by the sewer fund.

RECOMMENDATION: Approve Resolution and authorize the Mayor and City Clerk to sign contract documents.

ATTACHMENTS:

Description	Type
☐ Casino Lift Station Odor Control Improvements	Contract
☐ Resolution No. 68-R-2018-2019	Resolution



**BOLTON
& MENK**

Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

May 24, 2019

City of Storm Lake
Attn: David Derragon
620 Erie Street
Storm Lake, IA 50588

RE: Recommendation of Award
Casino Lift Station Odor Control Improvements
Project No.: A21.117315

Dear Mr. Derragon,

Bids were received and opened in Council Chambers of the City of Storm Lake on Wednesday, May 22, 2019 at 3:30 PM for the project referenced above. Two (2) bids were received and the results are tabulated below:

The bids received were as follows:	<u>Total Bid</u>
Grundman-Hicks, LLC	\$184,106.00
Minturn, Inc.	\$254,800.00
Engineer's Estimate	\$195,000.00

Grundman-Hicks, LLC is a responsible bidder and we have worked successfully with them in the past. If deemed economically feasible, we recommend awarding the contract to Grundman-Hicks, LLC in the amount of \$184,106.00.

Sincerely,
Bolton & Menk, Inc.

Josh Pope P.E. LEED AP BD+C
Project Manager

encl.

SECTION 00900 – NOTICE OF AWARD

TO: Grundman-Hicks, LLC

1222 S. 2nd Street

P.O. Box 927

Cherokee, IA 51012

PROJECT TITLE: Casino Lift Station Odor Control Improvements

PROJECT DESCRIPTION: Construction of a biofilter, electrical equipment, and other miscellaneous items of work

OWNER'S NAME: City of Storm Lake, Iowa

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated May 22, 2019, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$184,106.00.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the 3rd day of June, 2019.

You must deliver to the OWNER Three (3) fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature. You must deliver with the executed Agreement acceptable Contract Security (Bonds), Certificate(s) of Insurance, and other required information. Within ten days after you comply with the above conditions, the OWNER will return to you one fully executed counterparts of the Agreement.

Dated this, the 3rd day of June, 2019

City of Storm Lake

Storm Lake, IA 50588

BY: _____

TITLE: City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,

this, the _____ day of _____, 2019.

BY: _____

TITLE: _____

SECTION 00500 – CONTRACT

Casino Lift Station Odor Control Improvements City of Storm Lake, IA

THIS CONTRACT, made and entered into at Storm Lake, IA City Hall this 17th day of June 2019, by and between the City of Storm Lake hereinafter called the "Jurisdiction", and Grundman-Hicks, LLC, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Casino Lift Station Odor Control Improvements as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 608 Erie Street, Storm Lake, IA 50588, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2019 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following project:

Casino Lift Station Odor Control Improvements

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One-hundred eighty-four thousand, one-hundred six dollars and zero cents (\$184,106.00), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

- A. Completion Date
 1. All work under the Contract must be substantially complete on or before August 16, 2019.
 2. All work under the Contract must be complete and made ready for final payment on or before August 30, 2019.
 3. This project is a completion date based contract.
- B. Liquidated Damages
 1. Substantial Completion: Contractor shall pay liquidated damages for noncompliance with said completion provisions in the amount of \$600.00 (Six Hundred) for each calendar day the work remains incomplete until substantial completion is achieved.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay liquidated damage in the amount of \$85.00 (Eight-five) for each calendar day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

C. Maintenance Bond & Warranty

1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Storm Lake, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2-year from and after acceptance of the work.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Storm Lake

CONTRACTOR: Grundman-Hicks, LLC

By _____

(Seal)
ATTEST:

By Michael Christiansen, Member
Contractor's Contact Name
Contractor's Title

Mayra Martinez, City Clerk

P.O. Box 927

1222 S. 2nd Street
Street Address

Cherokee, IA 51012
City, State, Zip Code

(712) 225-5179
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. CO961-52 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.

Lump Sum Bid Price	\$184,106.00
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RESOLUTION NO. 68-R-2018-2019

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, BID AND AWARD CONTRACT FOR THE CASINO LIFT STATION CONTROL PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the Casino Lift Station Control Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA;

Section 1. That the said plans, specifications, form of contract, estimate of cost, and award bid are hereby approved as the plans, specifications, form of contract, estimate of cost and award bid for said public improvements, as described in the preamble of this Resolution.

Section 2. That the following bid for the construction of certain public improvements described in general as the Casino Lift Station Control Project, be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Grundman-Hicks, LLC, Cherokee, Iowa
Amount of bid:	\$184,106.000
Portion of bid:	All

Section 3. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract to be binding on the City, contingent to obtaining all the required concurrences and consents.

PASSED AND APPROVED this 3rd day of June, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

6/3/2019

Agenda Item # 6.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Capital Improvement Request For The Purchase And Installation Of Docks At The Storm Lake Marina**

BACKGROUND: Marina Operator, Buoy's Bar and Grill, is requesting \$64,570 of Capital Improvement funds for the installation of new docks at the Storm Lake Marina. In addition, Buoy's would like to discuss the short-term and long-term plans for the 80 dock slips. Since April 25, 2019 the City has been contacting dock companies to schedule a time to repair the dock slips.

FISCAL IMPACT: The City received an invoice from VW Dock Company for \$64,570. March 4, 2019 City Council adopted a budget that included \$75,000 for the Marina.

RECOMMENDATION:

ATTACHMENTS:

Description	Type
📎 VW Invoice	Backup Material

VW Dock Company

712-336-1016

PO Box 343

Spirit Lake, IA 51360

Invoice

Date

Invoice #

5/24/2019

17902

Bill To

City of Storm Lake
Jason Etnyre-Public Works Dir
PO Box 1086
Storm Lake, IA 50588

Ship To

City of Storm Lake
Jason Etnyre-Public Works Dir
PO Box 1086
Storm Lake, IA 50588

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 10	SC	5/24/2019			

Quantity	Item Code	Description	Price Each	Amount
1	RET Floating Steel-...	Galvanized Steel w/Sunwalk	64,570.00	64,570.00

Total

\$64,570.00

Staff Summary

6/3/2019

Agenda Item # 7.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
Unscheduled Items:
1. none at this time
Two Council members must concur for item to be considered in any future council meeting.

Scheduled:
1. Downtown - No Parking from 3:00 am to 6:00 am on Lake Ave from Milwaukee to Railroad - May or June
2. Snow Removal Policy for Downtown Parking Lots - May or June

FISCAL IMPACT: No Fiscal Impact at this time.

RECOMMENDATION: Concurrence for each item to be considered for a specified City Council Meeting work session or deny work session consideration for the following items:
1. none at this time