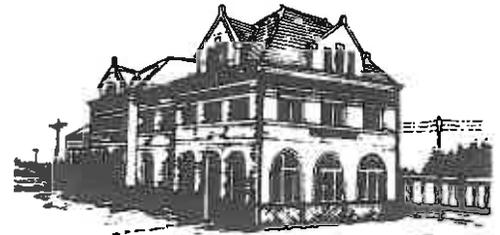


City of  
**CRESTON, IOWA**

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449  
Phone 641-782-2000 • Fax 641-782-6377



*Creston's Restored Depot and City Hall*

**MAYOR:** Warren Woods  
**COUNCIL:** Randy White, Rich Madison, Ann Levine,  
Marsha Wilson, Dave Koets, Gary Lybarger, Nancy  
Loudon  
**CITY CLERK:** Lisa Williamson  
**CITY ADMINISTRATOR:** Mike Taylor  
**CITY ATTORNEY:** Skip Kenyon & Marion James

**Regular Meeting Agenda**  
**City Hall/Restored Depot**  
**Council Chambers**  
**Tuesday, January 20, 2015**  
**6:00 p.m.**  
**01/16/2015 3:22 PM**

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE: These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.**
  1. **Minutes:** January 6, 2015 – Regular Meeting
  2. **Claims:** \$169,524.72
  3. **Liquor License Renewals:** Hayes Concession Service – Class C w/Catering/Outdoor Service/Sunday Sales
6. **Public Forum – the Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action will be taken.**
7. **New Business**
  1. **Motion to Establish First Reading of proposed gas franchise ordinance**
  2. **Motion to Establish First Reading of proposed electric franchise ordinance**
  3. **Public Hearing on the matter of the North Side Sanitary Sewer Rehabilitation Project**
  4. **Resolution to award contract to Hydro-Klean LLC for \$341,293.80 for the North Side Sanitary Sewer Rehabilitation Project**
  5. **Resolution to approve Engineering Services Agreement with Clapsaddle-Garber Associates for the Airport Land Acquisition Project**
  6. **Resolution to approve Drawdown Request of \$1,713.39 from the WIRB Grant on behalf of the Park & Recreation Board**
  7. **Resolution to approve the purchase of a new Mechanically Cleaned Bar Screen for the Waste Water Treatment Facility to be paid for from the Sewer Plant Replacement Funds**
  8. **Motion to approve temporary street closings and extended park curfew to midnight request by First National Bank for Glow Run on April 11, 2015, 7pm – 12 am**
  9. **Discussion of possible Creston Street Improvements**
8. **Other**
9. **Adjournment**

## REGULAR MEETING OF THE CRESTON CITY COUNCIL JANUARY 6, 2015

The Creston City Council met in regular session at 6:00 o'clock p.m. on the above date in the Council Chambers of the City Hall Complex with Mayor Woods presiding.

Roll call being taken with the following Council members present: Loudon, Lybarger, Koets, Levine, Madison and White. Wilson was absent.

White moved seconded by Madison to approve the agenda. All voted aye. Wilson was absent. Motion declared carried.

White moved seconded by Levine to approve the consent agenda, which included approval of minutes of December 16, 2014, regular meeting; claims of \$260,879.05 and fund transfers of \$256,935.32; and liquor license renewal for Dollar General. All voted aye. Wilson was absent. Motion declared carried.

During Public Forum, Melvin Scadden, 411 N. Vine, asked for explanation on the new proposed ordinances on the utility fees, the effect and who's idea it is to change it.

Mayor Woods announced that now is the time for a Public Hearing on the matter of the proposed gas and electric franchise ordinances. He asked if anyone wished to speak against the franchise ordinances; Mike Tamerius of Precision Optical Group and Brian Haines of Ferrara Candy both spoke against the matter. He asked if there was any written correspondence against the franchise ordinances; there were five received. Keith Sherman of Alliant Energy spoke to those in attendance that had questions regarding the franchise fees. Mayor Woods then asked if anyone wished to speak in favor of the franchise ordinances; no one did. He asked if there was any written correspondence for the franchise ordinances; there was none. He then called the Public Hearing to a close.

A resolution was offered by Loudon seconded by White providing for Surety Bond/Blanket Position Bond and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Levine, Madison, White and Loudon voted aye. Wilson was absent. Resolution declared passed.

A resolution was offered by Madison seconded by White to approve the modified Airport Layout Plan (ALP) and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Levine, Madison and White voted aye. Wilson was absent. Resolution declared passed.

A resolution was offered by Levine seconded by Loudon to approve a Grant Agreement between the Iowa Watershed Improvement Review Board (WIRB) and the City of Creston on behalf of the Park & Recreation Board for the Hurley Creek and McKinley Lake Watershed Project and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Levine, Madison, White and Loudon voted aye. Wilson was absent. Resolution declared passed.

A resolution was offered by White seconded by Lybarger to approve an Agreement with C.J. Cooper & Associates for Administrative Services related to drug and alcohol testing and authorize the Mayor and Clerk to execute the proper documentation. Koets,

Levine, Madison, White, Loudon and Lybarger voted aye. Wilson was absent. Resolution declared passed.

A resolution was offered by Levine seconded by White to approve a RPA 14 ATURA Surface Transportation Program (STP) Application for funds for the Adams Street Bridge Replacement Project and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Levine, Madison and White voted aye. Wilson was absent. Resolution declared passed.

A resolution was offered by Lybarger seconded by Loudon to appoint Rich Flynn to the Water Board of Trustees with term expiring December 31, 2020 and authorize the Mayor and Clerk to execute the proper documentation. Koets, Levine, Madison, White, Loudon and Lybarger voted aye. Wilson was absent. Resolution declared passed.

Madison moved seconded by White to go into Closed Session per Iowa Code 21.5(c) for union negotiation purposes. Loudon, Lybarger, Koets, Levine, Madison and White voted aye. Wilson was absent. Motion declared carried. 6:30 p.m.

White moved seconded by Madison to come out of Closed Session per Iowa Code 21.5(c) for union negotiation purposes. Loudon, Lybarger, Koets, Levine, Madison and White voted aye. Wilson was absent. Motion declared carried. 6:37 p.m.

A resolution was offered by Loudon seconded by White to approve the tentative bargaining unit contracts for Operating Engineers Local #234 – Blue Collar Unit and Teamsters Local #238 – Police and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Levine, Madison, White and Loudon voted aye. Wilson was absent. Resolution declared passed.

Loudon moved seconded by White to adjourn the meeting. All voted aye. Wilson was absent. Council adjourned at 6:55 p.m.

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Mayor

Attest:

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City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
POLICE PROTECTION	GENERAL FUND	WINDSTREAM	TELEPHONE - SEPT'14	56.09	
			TELEPHONE - OCT'14	56.09	
			TELEPHONE - NOV'14	56.09	
			TELEPHONE & LONG DIST-DEC'	56.09	
			CRESTON MOTOR SUPPLY INC	OIL FILTERS	8.50
			OFFICE MACHINES	TONER	59.99
			PETTY CASH - POLICE	SUPPLIES	30.00
			UNION CO CLERK OF COURT	COURT COSTS CITY VS. XYZ	240.00
			TOTAL:	562.85	
			DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR
TOTAL:	5,625.60				
FIRE PROTECTION	GENERAL FUND	FIRST RESPONDER GRANTS, INC CRESTON CITY WATER WORKS ED M FELD EQUIP CO INC  WINDSTREAM  ALLIANT ENERGY-INT PWR&LGHT	PUBLIC SAFETY GRANT CLASS	399.00	
			WATER-FIRE STATION	29.16	
			FLASHLIGHT	196.00	
			STOKES BASKET R3	690.00	
			TELEPHONE - SEPT'14	242.56	
			TELEPHONE - OCT'14	242.56	
			TELEPHONE - NOV'14	242.56	
			TELEPHONE & LONG DIST-DEC'	242.56	
			GAS	264.59	
			ELECTRIC	476.95	
			TOTAL:	3,025.94	
			BUILDNG & HSNQ SAFETY	GENERAL FUND	CHAT MOBILITY INT'L CODE COUNCIL INC WINDSTREAM  OFFICE DEPOT
2012 IBC & IRC CODE BOOKS	36.00				
TELEPHONE - SEPT'14	58.41				
TELEPHONE - OCT'14	58.41				
TELEPHONE - NOV'14	58.41				
TELEPHONE & LONG DIST-DEC'	58.41				
DESK CALENDAR	2.70				
TOTAL:	295.00				
ANIMAL CONTROL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS	61.58	
			ELECTRIC	60.84	
TOTAL:	122.42				
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	8,118.74	
TOTAL:	8,118.74				
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	1,994.12	
TOTAL:	1,994.12				
AIRPORT	GENERAL FUND	ARROW ENERGY, INC.  WASTE MANAGEMENT DES MOINES STEEL FENCE CO INC WINDSTREAM  ALLIANT ENERGY-INT PWR&LGHT SOUTHWEST IOWA RURAL ELECTRIC WEST AVIATION INC	6501G JET A	13,950.49	
			6201G 100LL	18,240.89	
			DUMPSTER-DEC'14	61.96	
			WIDEN N GATE TO 25'	1,806.00	
			TELEPHONE - SEPT'14	165.46	
			TELEPHONE - OCT'14	165.46	
			TELEPHONE - NOV'14	165.46	
			TELEPHONE & LONG DIST-DEC'	165.46	
			ELECTRIC	494.77	
			ELECTRIC-AIRPORT	26.41	
			PER FBO CONTRACT	1,354.17	
			FUEL PROFIT-DEC'14	346.93	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	36,943.46
SO:	ASTE CLCT/DSPSL GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECTION-DEC'14	38,224.32
			TOTAL:	38,224.32
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LINCOLN SCHOOL	9.72
		WASTE MANAGEMENT	DUMPSTER-DEC'14	40.89
		WINDSTREAM	TELEPHONE - SEPT'14	11.96
			TELEPHONE - OCT'14	234.36
			TELEPHONE - NOV'14	123.16
			TELEPHONE & LONG DIST-DEC'	123.16
		ALLIANT ENERGY-INT PWR&LGHT	GAS	317.76
			ELECTRIC	501.62
			1001 W JEFFERSON ELEC & GA	1,640.15
		PETTY CASH - MAINTENANCE	FARM & HOME-TOILET REPAIRS	3.59
			TOTAL:	3,006.37
PARKS	GENERAL FUND	B M SALES	GARBAGE BAGS	222.50
		WASTE MANAGEMENT	DUMPSTER-DEC'14	115.56
		WINDSTREAM	TELEPHONE - SEPT'14	54.10
			TELEPHONE - OCT'14	54.11
			TELEPHONE - NOV'14	54.11
			TELEPHONE & LONG DIST-DEC'	54.11
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	1,239.92
		PETTY CASH - MAINTENANCE	FARM & HOME-HOOKS & HANDLE	28.54
			FARM & HOME-SKID	1.97
			FARM & HOME-BOLTS	2.46
		PETTY CASH - RECREATION	NAPA-RACHET STRAP	11.59
		VFW POST #1797	FLAGS-MEMORIAL GARDENS	215.00
			TOTAL:	2,053.97
RECREATION	GENERAL FUND	WINDSTREAM	TELEPHONE - SEPT'14	58.41
			TELEPHONE - OCT'14	58.41
			TELEPHONE - NOV'14	58.41
			TELEPHONE & LONG DIST-DEC'	58.41
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	123.38
		PETTY CASH - RECREATION	PRAIRIE SOLID WATE-WATER H	5.00
			TOTAL:	362.02
CEMETERY	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-DEC'14	61.96
		WINDSTREAM	TELEPHONE - SEPT'14	56.09
			TELEPHONE - OCT'14	56.09
			TELEPHONE - NOV'14	56.09
			TELEPHONE & LONG DIST-DEC'	56.09
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	275.43
			TOTAL:	561.75
SWIMMING POOL	GENERAL FUND	CRAIG, STEVE	2 DAY CPO CLASS	295.00
		WINDSTREAM	TELEPHONE - SEPT'14	22.44
			TELEPHONE - OCT'14	38.38
			TELEPHONE - NOV'14	37.85
			TELEPHONE & LONG DIST-DEC'	37.85
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	532.47
			TOTAL:	963.99
ECONOMIC DEVELOPMENT	GENERAL FUND	UNION CO DEVELOPMENT ASSOCIATION	1/2 VISITOR CNTR UTILITIES	537.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
			TOTAL:	537.62	
AD	TRATIVE	GENERAL FUND	UNION CO DEVELOPMENT ASSOCIATION	'15 UCDA BOARD MEALS	70.00
			TOTAL:	70.00	
FINANCIAL ADMINISTRATN	GENERAL FUND	ACCESS TECHNOLOGIES INC	MONTHLY CONTRACT-JAN'15	845.63	
		BANKERS LEASING CO	COPIER LEASE MAINT-DEC'14	222.72	
		CRESTON PUBLISHING CO	LEGAL ADS/NOTICES- DEC'14	303.28	
		WINDSTREAM	TELEPHONE - SEPT'14	209.14	
			TELEPHONE - OCT'14	210.32	
			TELEPHONE - NOV'14	321.51	
			TELEPHONE & LONG DIST-DEC'	351.96	
		OFFICE DEPOT	TONER,	149.30	
			FAX TONER	57.45	
		PETZNIK'S PRINTING CO	ENVELOPES	110.00	
			TOTAL:	2,781.31	
LEGAL SERVICES	GENERAL FUND	LYNCH DALLAS, PC	PROF SERVICES-JAN'14	691.68	
		KENYON & NIELSEN PC-ATTYS AT LAW	LEGAL SVCS-DEC'14	400.00	
			TOTAL:	1,091.68	
CITY HALL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS	1,177.34	
			ELECTRIC	679.79	
			TOTAL:	1,857.13	
ROAD MAINTENANCE	ROAD USE TAX	HAYS, JOHN	SAFETY GLASS ALLOWANCE	95.00	
		AKIN BUILDING CENTER	4" PAINT BRUSH	8.29	
			1 - 2X8 16'	17.49	
			6 - 2X6 14'	56.94	
		ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE	40.72	
		CRESTON PUBLISHING CO	LEGAL ADS/NOTICES- DEC'14	94.50	
		FARM & HOME SUPPLY INC	TRAP PTACH PILE, TAPE	35.74	
			SSHOP VAC	81.49	
		WINDSTREAM	TELEPHONE - SEPT'14	178.12	
			TELEPHONE - OCT'14	178.12	
			TELEPHONE - NOV'14	178.12	
			TELEPHONE & LONG DIST-DEC'	178.12	
		GRIMES ASPHALT & PAVING CORP	8T COLD PATCH	1,077.48	
		HULETT & SON AUTO SALVAGE	STEERING WHEEL	50.00	
		ALLIANT ENERGY-INT PWR&LGHT	GAS	456.79	
			ELECTRIC	520.14	
		CRESTON MOTOR SUPPLY INC	DEWALT 1/2" DRIVE IMPACT	299.00	
			SUPPLIES	820.96	
			SUPPLIES	131.51	
			ALLEN WRENCH-T HANDL	25.86	
		OFFICE DEPOT	FOLDERS, PETTY CASH RECPT	13.60	
		PETTY CASH - MAINTENANCE	FARM & HOME-TIRE PATCH, HA	15.48	
			TRUE VALUE-SWITCH BACK DOO	6.99	
			FARM & HOME-PATCH MAINT	3.44	
			FARM & HOME-PIPE	13.03	
			FARM & HOME-AIR COMPRESOR	10.05	
			POKORNY-CHAINSABW GAS	5.51	
		PRAIRIE SOLID WASTE AGENCY	MUNICIPAL SOLID WATE	29.25	
		AGRILAND FS INC	1080GAL GAS	3,338.28	
			1088G UNLD, 600G#1, 510G#2	7,151.62	
			TOTAL:	15,111.64	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
ADMIN-STREETS (ENGINR)	ROAD USE TAX	WINDSTREAM	TELEPHONE - SEPT'14	58.41	
			TELEPHONE - OCT'14	58.41	
			TELEPHONE - NOV'14	58.41	
			TELEPHONE & LONG DIST-DEC'	58.41	
			TOTAL:	233.64	
SELF FUNDING INSURANCE	PAYROLL TAX BENEFIT	CJ COOPER & ASSOCIATES INC	2015 ADMIN FEE	70.00	
			TOTAL:	70.00	
POLICE FORFEITURE	POLICE FORFEITURE	K & J HARDWARE INC	DOG FOOD	31.99	
			TOTAL:	31.99	
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	JENNIFER WALTERS	HURLEY CREEK SIGN	150.00	
			TOTAL:	150.00	
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	AKIN BUILDING CENTER	BUCKETS	11.96	
			CENTRAL PLAINS ELECTRIC	ELEC MOTOR REPAIR	175.20
			CENTRAL PUMP & MOTOR	VALVE INSTALL	772.50
			CRESTON CITY WATER WORKS	1/2 ONE CALLS-DEC'14	16.20
			WASTE MANAGEMENT	DUMPSTER-DEC'14	75.14
			FASTENAL	BROOM HEADS	40.20
				BROOM HANDLE, SHOVELS	47.12
			WINDSTREAM	TELEPHONE - SEPT'14	430.59
				TELEPHONE - OCT'14	430.60
				TELEPHONE - NOV'14	430.60
				TELEPHONE & LONG DIST-DEC'	430.60
			HAWKINS INC.	2 PINCH TUBES	70.52
			HYGIENIC LABORATORY-AR	CHLORIDE	19.00
				2 NH3'S	38.00
				2 NH3'S	38.00
				2 BOD'S	73.00
				CHLORIDE	19.00
				N&P	76.00
				NH3	38.00
				2 NH3'S	38.00
				2 NH3'S	38.00
				2BOD'S	73.00
				PLANT METALS	118.50
			ALLIANT ENERGY-INT PWR&LGHT	GAS	1,502.54
				ELECTRIC	5,086.96
			MC MASTER-CARR SUPPLY CO	HOSE NOZZELS -7678T2 & FR	39.27
			K & J HARDWARE INC	HEATER	328.98
UPS	POSTAGE	70.24			
	TOTAL:	10,527.72			
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE ADS-DEC'14	294.06	
			CARE ADS-DEC'14	294.06	
			CORRECT CARE ADS	294.06-	
			CRESTON VET CLINIC PC	CREDIT DISCOUNT-DEC'14	76.12-
				EMGCY MED-LISA AUSTI	100.00
				EMCY MED-HARTMAN	100.00
			SOUTHERN HILLS VET SVC INC	TEST, VACC POUND CAT	62.25
				NEUTER DOG-CRAGO	50.00
				TOTAL:	530.19

DEPARTMENT                      FUND                      VENDOR NAME                      DESCRIPTION                      AMOUNT

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===== FUND TOTALS =====

001	GENERAL FUND			108,198.29
110	ROAD USE TAX			15,345.28
112	PAYROLL TAX BENEFIT			70.00
120	POLICE FORFEITURE			31.99
166	RESTRICTED GIFTS-MCKNLY P			150.00
610	SEWER OPERATING FUND			10,527.72
953	ANIMAL SHELTER *AGENCY FU			530.19
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	GRAND TOTAL:			134,853.47
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TOTAL PAGES: 5

CITY OF CRESTON  
MANUAL CHECKS/DEBITS - PERIOD ENDING 1/20/15

**SELF FUNDING INSURANCE**

TRISTAR BENEFIT	INV CHECK RUN	18,126.46
TRISTAR BENEFIT	INV CHECK RUN	16,402.79

<b>SELF FUNDING INSURANCE</b>	<b>TOTAL</b>	<b>34,529.25</b>
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<b>BUILDING DEPARTMENT</b>		
IA ASSOC BUILDING OFFICIALS	CLASS	100.00
<b>BUILDING DEPARTMENT</b>	<b>TOTAL</b>	<b>100.00</b>

<b>RECREATION DEPARTMENT</b>		
IOWA DEPT OF REVENUE	SALES TAX	42.00
<b>RECREATION DEPARTMENT</b>	<b>TOTAL</b>	<b>42.00</b>

<b>MANUAL CHECKS/DEBITS TOTAL</b>		<b><u>34,671.25</u></b>
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# Engineering Services Agreement



This AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF CRESTON, IOWA, hereinafter called the OWNER or SPONSOR, and CLAPSADDLE-GARBER ASSOCIATES, INC., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to acquire land near the Creston Municipal Airport, in accordance with FAA Advisory Circular 150/5100-17.

WHEREAS, the OWNER anticipates a grant at a later date from the Federal Aviation Administration for the recently approved Revisions to the ALP and these land acquisition services, and the OWNER desires the ENGINEER to proceed at this time with the land acquisition services necessary to accomplish the Revisions. The work shall hereinafter be called the PROJECT.

1. THE ENGINEER AGREES TO perform the following engineering services for the Project.

- a. GENERAL: The Engineer has reviewed the site of the project and the engineering services involved, and the Engineer shall serve as the Owner's professional representative in the services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement. The Engineer hereby agrees to defend and hold the Owner harmless and indemnify Owner from any and all such claims.

The Engineer certifies, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Engineer further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

- b. BASIC SERVICES: Under the Basic Services, the Engineer shall accomplish the following tasks described in Attachment A:

Task 1.0 Environmental Assessment - Basic  
Task 2.0 Survey  
Task 3.0 Title Search  
Task 4.0 Appraisals  
Task 5.0 Review Appraisals  
Task 6.0 Phase I Environmental Site Assessment  
Task 7.0 Negotiations  
Task 8.0 Administration

- c. ADDITIONAL SPECIAL SERVICES: When requested in writing by the Owner, the Engineer shall perform such extraordinary services not normally considered a part of this planning study.

- (1) Revision of Approved Plans: When requested, the Engineer shall revise plans and/or documents, etc. when such changes or revisions are not occasioned by fault of the Engineer and such original documents, plans, etc. have been prepared in accordance with the Owner's approval, acceptance or instructions.
- (2) Special Consultants: The services of other professional fields such as lawyers, accountants, archaeologists, ornithologists, rate experts, and such similar types of professional skills are not normal to providing land acquisition services and are considered extra services.
- (3) Litigation: Engineering services for court testimony, should the Owner require the Engineer to appear as an expert witness, plus preparation time, are extra services.
- (4) Condemnation: Administration services associated with condemnation shall be considered extra services.
- (5) Relocation Assistance: If relocation assistance is necessary they shall be considered extra services.
- (6) Environmental Public Hearing: If an environmental public hearing is requested, it shall be considered extra services.

- d. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: Work under this Agreement shall be completed within one (1) calendar year and begin not later than fifteen (15) days after being notified by the Owner. This schedule is subject to FAA and Owner turnaround time for reviews and responses. The Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's

In the event of any violation of the clause set forth in paragraph (1) above, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. *Withholding for Unpaid Wages and Liquidated Damages.*

The FAA or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. *Subcontractors.*

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

2. THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- a. ACCESS TO THE WORK: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
- b. CONSIDERATION OF THE ENGINEER'S WORK: The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- c. LEGAL REQUIREMENTS: The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. GENERAL

- (1) Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- (2) Payments to the Engineer shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date will be subject to an interest charge of eighteen (18%) percent per annum beginning from the date of the invoice.

b. PAYMENTS FOR BASIC SERVICES: The Owner shall pay the Engineer for the basic services described in 1.b., a fixed fee in accordance with the following. A labor estimate deriving this fee is included herein as Attachment C.

Task 1.0 Environmental Assessment – Basic .....	\$9,700 Fixed Fee
Task 2.0 Survey .....	\$4,600 Fixed Fee
Task 3.0 Title Search .....	\$400 Fixed Fee
Task 4.0 Appraisals.....	\$4,300 Fixed Fee
Task 5.0 Review Appraisals .....	\$2,600 Fixed Fee

Task 6.0 Phase I Environmental Site Assessment .....\$3,700 Fixed Fee  
 Task 7.0 Negotiations .....\$7,900 Fixed Fee  
 Task 8.0 Administration.....\$18,300 Fixed Fee

- b. PAYMENTS FOR ADDITIONAL SPECIAL SERVICES: For additional services defined in 1.c., the Owner shall pay the Engineer a negotiated amount based on the scope of additional services, and said payments will be due and payable from monthly billings should they be required for the project.
- 4. THE OWNER AND ENGINEER FURTHER AGREE to the Federal Provisions contained in Attachment D.
- 5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
- 6. ATTACHMENTS: The following attachments are included as part of this Agreement.
  - Attachment A—Scope of Engineering Services
  - Attachment B—Certification of Engineer
  - Attachment C—Labor Estimate
  - Attachment D – Federal Provisions

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**OWNER:**

**ENGINEER:**

City of Creston, Iowa

Clapsaddle-Garber Associates, Inc.

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

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

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

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

**ATTESTED BY:**

**ATTESTED BY:**

\_\_\_\_\_

\_\_\_\_\_

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

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

**Attachment A**  
**Scope of Services**  
For  
Property Acquisition  
Creston Municipal Airport

This project provides for the acquisition of approximately 2.2 acres of land in fee, affecting two property owners near the Creston Municipal Airport. The acquisition will allow for compliance with B-II facility requirements and development of turnarounds in accordance with current FAA standards. The project is shown on the current approved Airport Layout Plan and has received airspace approval.

The project is anticipated to involve the following parcels:

- Tallmon – 0.2 ± Acres
- Gates – 2.0 ± Acres

Clapsaddle-Garber Associates, Inc. (CGA) will be the lead Consultant and will provide survey, project administration, and coordination of services to be provided by the following Subconsultants under this Agreement:

Abstracting – Union County Abstract  
Appraisal – Hertz Farm Management  
Review Appraisal – Cook Appraisal  
Phase I Environmental Site Assessments – Zia Environmental Consultants

In addition, legal services for the project will be provided by the City Attorney separate from this Agreement.

The land acquisition process shall be in accordance with 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, FAA Advisory Circular 150/5100-17 Land Acquisition and Relocation Assistance for Airport Improvement Program (AIP) Assisted Projects, and Iowa law. The process is summarized in the following tasks.

**Task 1.0 – Environmental Assessment - Basic:** CGA will prepare and coordinate with FAA an Environmental Assessment by completing the “Environmental Assessment (EA) Template – Basic” dated August 2014. These services include offering the opportunity for a public hearing only. If a hearing is necessitated, the costs for preparation, conducting the hearing, and post-hearing documentation shall be added as Additional Services

**Task 2.0 – Survey:** Under this task, CGA will initially locate or set section corners in the project area and set pins for the property to be acquired. CGA will then prepare a legal description and an acquisition plat for each of the parcels.

**Task 3.0 – Title Search:** This task will provide for a title and liens search of the affected property by Union County Abstract as a Subconsultant to CGA. The purpose is to identify all owners of parcels being acquired and to identify any encumbrances on the property including environmental liens or limitations on the property.

**Task 4.0 – Appraisals:** A value finding appraisal will be prepared for the 2 acre Gates parcel by Hertz Farm Management as a Subconsultant to CGA. An appraisal waiver will be prepared by the negotiator for the 0.2 acre Tallmon property.

**Task 5.0 – Review Appraisals:** A review appraisal will be prepared for the value finding appraisal for the 2 acre Gates parcel by Cook Appraisal Service, LLC as a Subconsultant to CGA.

**Task 6.0 – Phase I Environmental Site Assessment:** Phase I Environmental Site Assessments (Phase I ESAs) will be prepared for each of the proposed fee acquisitions by Zia Engineering & Environmental Consultants as a Subconsultant to CGA.

**Task 7.0 – Negotiations:** CGA will provide negotiation services by a licensed Real Estate Broker.

**Task 8.0 – Administration:** Administration services for the project shall include the following services:

- Update the Exhibit A Property Map to depict the two parcels proposed for acquisition under this project. In addition, provide and coordinate the City Attorney's preparation of a title opinion for the property acquired as part of this project and facilitate execution of a Certificate of Title by the City.
- CGA will coordinate and administer a public information meeting to inform property owners of potential property acquisition associated with the project. A written notice will be sent to the property owners.
- CGA will assist the City in obtaining informal quotes for the required fencing improvements. CGA will also assist in administering the fencing contract including recommendation for payment.
- CGA will provide communication and correspondence with the FAA for the purpose of administration of the project and to keep FAA informed of the progress of the property acquisitions.
- CGA will administer the project to include scheduling and conducting meetings and coordinate all Subconsultants. CGA will also prepare and maintain files necessary to track and document information associated with each parcel. CGA will prepare and coordinate the Owner's required certifications for the project. This shall include Selection of Consultants, Certificate of Title, Environmental Site Assessment Certification, Land Acquisition Cost Breakdown Spreadsheet, Drug Free Workplace Certification, and Sponsor Certification for Real Property Acquisition.
- CGA will prepare the ACIP Data Sheet and grant application, including updated summary of project costs, and coordinate City's execution and submittals to the FAA. CGA will keep track of all project costs and prepare for the Owner's execution and

submittal to FAA monthly grant reimbursement requests using the on-line DELPHI eInvoicing system. In addition, CGA will prepare SF271 and SF425 forms on an annual basis and upon project completion. CGA will also prepare and coordinate FAA required grant closeout documentation.

**Attachment B**  
**Airport Layout Plan Revisions**  
**Creston Municipal Airport**

**Certification of Engineer**

I hereby certify that I am the Executive Vice President and a duly authorized representative of the firm of CLAPSADDLE-GARBER ASSOCIATES, INC., whose address is 16 East Main Street, P.O. Box 754, Marshalltown, Iowa 50158, and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the service of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any);

I acknowledge that this certificate is to furnish to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

**Attachment C**  
**Labor Estimate**  
**Property Acquisition**  
**Creston Municipal Airport**

Phase	Proj	Man	LABOR HOURS										Salary Cost	Overhead	Direct Exp.	Fixed Primt	Out-Side Services	FEE			
			Tech 5	PLS 2	Tech 10	Tech 9	Tech 5	PE 1	Assoc 3												
<b>1.0 Environmental Assessment - Basic (EA - Basic)</b>																					
1.1 Purpose and Need	1																			\$586.04	
1.2 Alternatives	1																			\$586.04	
1.3 Affected Environment	1																			\$785.68	
1.4 Agency Coordination	1																			\$1,217.18	
1.5 Environmental Consequences Checklist	1																			\$2,582.44	
1.6 Mitigation	1																			\$588.04	
1.7 Cumulative Impact Analysis	1																			\$502.32	
1.8 Opportunity for Hearing	1																			\$2,506.16	
1.9 Administration & Coordination	4																			\$9,738.28	
<b>PHASE TOTAL</b>	<b>12</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>70</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$9,738.28</b>	
<b>2.0 Survey:</b>																					
2.1 Locate and Set Required Section Corners/Set Pins	2																				\$1,761.97
2.2 Plats and Descriptions	4																				\$2,036.40
2.3 Administration	4																				\$862.96
<b>PHASE TOTAL</b>	<b>6</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$4,661.33</b>	
<b>3.0 Title Search:</b>																					
3.1 Gates & Tallmon	0																				\$435.87
<b>PHASE TOTAL</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$435.87</b>	
<b>4.0 Appraisal:</b>																					
4.1 Gates Parcel Appraisal	2																				\$3,615.25
4.2 Tallmon Parcel Appraisal/Walver	2																				\$665.25
<b>PHASE TOTAL</b>	<b>4</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$4,280.50</b>	
<b>5.0 Review Appraisal:</b>																					
5.1 Gates Parcel	2																				\$2,665.25
<b>PHASE TOTAL</b>	<b>2</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$2,665.25</b>	
<b>6.0 Phase I Environmental Site Assessment:</b>																					
6.1 Phase I Environmental Site Assessment	4																				\$5,697.04
<b>PHASE TOTAL</b>	<b>4</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$5,697.04</b>	
<b>7.0 Negotiations:</b>																					
7.1 Gates	4																				\$3,988.36
7.2 Tallmon	4																				\$3,988.36
<b>PHASE TOTAL</b>	<b>8</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$7,976.72</b>	
<b>8.0 Administration:</b>																					
8.1 Exhibit A Property Map	4																				\$1,495.44
8.2 Public Information Meeting	12																				\$3,102.50
8.3 Fencing Administration	4																				\$3,869.06
8.4 Liaison with FAA	4																				\$1,494.06
8.5 Administration, Meetings, Coordination & Documentation	16																				\$4,856.18
8.6 Grant Application, Administration and Closeout	12																				\$3,503.36
<b>PHASE TOTAL</b>	<b>56</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$18,310.65</b>	
<b>PROJECT TOTALS</b>	<b>92</b>		<b>110</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>10</b>	<b>10</b>	<b>102</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$51,785.84</b>	

**Direct Expenses:**  
 Personal Vehicle Mileage: \$0.60 per Mile  
 Survey Vehicle Mileage: \$1.00 per Mile  
 Round Trip ~ 270 miles

**Overhead Rate: 1.80**  
 CAD Computer Time: \$5 per hour  
 Survey Equipment: \$10 per hour

**Outside Services:**  
 Abstracting: Union County Abstract  
 Appraisals: Hertz Farm Management  
 Review Appraisals: Cook Appraisal

**Phase I Environmental Site Assessment:**  
 Zia Environmental Consultants  
 Legat: Creston City Attorney (Not included in this Contract)

## **Attachment D – Federal Provisions**

By entering into this Agreement, the Engineer agrees to abide by the Federal Provisions included herein.

All references made to “Contract” shall pertain to Agreement.

All references made herein to “Contractor” shall pertain to Engineer (Clapsaddle-Garber Associates, Inc.).

All references made herein to “Subcontractor” shall pertain to any and all subconsultants under contract with Engineer.

All references made herein to “Sponsor” shall pertain to Owner (City of Newton, Iowa).

### **FEDERAL PROVISIONS REQUIRED FOR ALL A/E CONTRACTS**

#### **1 – ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **2 – BUY AMERICAN PREFERENCE**

The Sponsor and the Contractor hereby agree that none of the deliverables under this Agreement meets the definition of a manufactured product.

#### **3 – CIVIL RIGHTS: GENERAL PROVISIONS**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

#### 4 – CIVIL RIGHTS: TITLE VI ASSURANCES

##### Title VI Solicitation Notice:

The sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.

##### Title VI Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a) Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
  - b) Cancelling, terminating, or suspending the Contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with

litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

*Title VI List of Pertinent Nondiscrimination Statutes and Authorities*

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Contractor must take reasonable steps to ensure that LEP persons have meaningful access to the Contractor’s programs (70 FR 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits the Contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**5 – DISADVANTAGED BUSINESS ENTERPRISES**

Contract Assurance (§26.13) – The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of their contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Sponsor deems appropriate.

Prompt Payment (§26.29) – The Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment the Contractor receives from the Sponsor. The Contractor agrees further to return retainage payments (if any) to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

**6 – FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

**7 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

The Contractor certifies that by executing the Contract, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

## 8 – OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

## 9 – RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this Contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this Contract is executed.

## 10 – TRADE RESTRICTION CLAUSE

The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

Contractor shall provide immediate written notice to the Sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information

of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

**11 – ENCOURAGING CONTRACTOR POLICES TO BAN TEXT MESSAGING WHILE DRIVING: (48 CFR Part 52.223-18)**

The Contractor under this project must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved with the project.

**FEDERAL PROVISIONS REQUIRED FOR ALL A/E CONTRACTS EXCEEDING \$10,000**

**12 – TERMINATION OF CONTRACT**

1. The Sponsor may, by written notice, terminate this Contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, shall be delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor is to be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

**FEDERAL PROVISIONS REQUIRED FOR ALL A/E CONTRACTS EXCEEDING \$25,000**

**13 – CERTIFICATE REGARDING DEBARMENT AND SUSPENSION**

By submitting a Contract for execution by the Sponsor, the Contractor certifies that at the time the Contractor submits said Contract that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**Certification Regarding Debarment and Suspension (Contractor Regarding Lower Tier Participants)**

The Contractor, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not

presently debarred or otherwise disqualified from participation in this federally assisted project. The Contractor will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

#### **FEDERAL PROVISIONS REQUIRED FOR ALL A/E CONTRACTS EXCEEDING \$100,000**

#### **14 – BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **15 – CLEAN AIR AND WATER POLLUTION CONTROL**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this Contract, the Contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

#### **16 – CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

##### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

##### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

# STATE OF IOWA

# GAX

<b>BUDGET FY</b>  <b>2015</b>	<b>GENERAL ACCOUNTING EXPENDITURE</b>		<b>DOCUMENT NUMBER</b>
	DATE <b>01/15/15</b>	ACCTG PERIOD (mm/yy) <b>1/15</b>	

<small>VENDOR CODE</small>	<small>AGENCY NAME</small>	<small>SHIP TO ADDRESS</small>
<small>VENDOR NAME AND ADDRESS</small> City of Creston 116 W. Adams St. Creston, Iowa 50801	<small>BILL TO ADDRESS (ORDERING AGENCY)</small> City of Creston 116 W. Adams St. Creston, Iowa 50801	

<small>TERMS</small>	<small>FOB</small>	<small>ORDER APPROVED BY</small> <b>Mayor Warren Woods</b>	<small>GOODS RECEIVED/SERVICES PERFORMED</small>
		<small>VENDOR'S INVOICE NUMBER</small>	<small>DATE</small> <small>INITIALS</small>

ORDERED	RECEIVED	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Engineering 20% cost share (total \$8,566.95)	1.00	1,713.39

**DOCUMENT TOTAL**      **\$1,713.39**

<p style="text-align: center;"><b>CLAIMANT'S CERTIFICATION</b></p> <p><small>I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.</small></p> <p><b>DATE</b>      01/20/2014      <b>TITLE</b>      Mayor</p> <p><small>CLAIMANT'S SIGNATURE</small></p>	<p style="text-align: center;"><b>DEPARTMENT CERTIFICATION</b></p> <p><small>I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:</small></p> <p><b>CODE OR CHAPTER SECTION(S)</b></p>
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**DOCUMENT TOTAL**      **1,713.39**

**GAX**      **WARRANT #**      **PAID DATE** \_\_\_\_\_

 **Duperon** ADAPTIVE TECHNOLOGY  
Your Path to the Future

**DATE: November 25, 2014**

Mechanically Cleaned Bar Screen  
**Budgetary** Proposal Number P7823  
Creston, IA

To:  
Creston, IA

Sales Rep:  
Gary Ganoe  
Sales Representative  
Zimmer & Francescon  
(309) 797-1117  
garyg@zimmerfrancescon.com

From:  
Nate Huckins  
Estimator  
Duperon Corporation  
(989) 754-8800  
nhuckins@duperon.com

Steve Aiken  
Regional Sales Manager  
Duperon Corporation  
(989) 401-7110  
saiken@duperon.com





**Scope of Supply: Based on information supplied from the RFQ**

**(1) Mechanical Bar Screen - Stainless Steel Link Driven, Front Cleaning, Front Return**

- **Model FlexRake®**
  - **FPFS, Full penetration, Fine Screen**
- Continuous Cleaning without an operator
- Head Sprocket Only Design – no critical components under water
- Continuous Cleaning, top to bottom, the entire width of scraper
- Scrapers of UV Stabilized UHMW and/or Stainless Steel
- SSSL304 side fabrications, dead plate and cross members
- SSSL304 full enclosure covering from deck to discharge
- SSSL304 enclosure access panels
- SSSL304 FlexLinks
- SSSL304 Drive Head:
  - Drive Sprockets and end castings SSSL304
  - Drive Shaft SSSL304

**Dimensions and design criteria**

- 0.25 inch x 0.75 inch x 0.13 inch SSSL316 tear drop bar screen
- 1:1 UHMW to SSSL304 scraper ratio
- 0.25 inch clear opening
- 30 degree from vertical
- 4 ft maximum water level
- 16 ft nominal height from channel invert to top of screen
- 5.67 ft channel invert to top of operating deck
- 2.33 ft channel width
- 5.67 ft channel height
- 4 ft assumed discharge height
- 3,800 lbs estimated weight

**Hydraulic performance model (Max flow shown here – see attached models for more information)**

- 25% assumed blinding
- 7.5 MGD per channel flow
- 4.0 ft upstream water level
- 3.72 ft downstream water level
- 3.32 inch head loss
- 1.24 fps approach velocity
- 4.42 fps slot velocity
- 1.34 fps downstream velocity
- Duperon recommends a downstream weir to maintain water level. (Provided by others)

**Clarifications/Exceptions/By Others**

- The bar screen will be shipped fully assembled.
- Standard minimum water depth of 1.00 ft is recommended for flexrake to prevent galling of the moving SSSL parts. Modifications that may be needed in the channel, for example, a downstream weir are not included in this proposal.
- Field assembly of SSSL screen enclosure and side shields required.
- Some minor field welding will be required at the top of the channel support bar and at the operating deck anchor points.
- Crane may be required for unloading.
- Spreader bar may be required for unloading
- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions.



Estimated Anchor Bolts Needed for FlexRake (not included in scope of supply)

- Anchor Bolts – per FlexRake
  - Bolts for FlexRake toes and plates
    - (12) 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500 SD Adhesive System
  - Bolts for FlexRake Return Guide / Closeout
    - (14) 9.5 mm (3/8 inch) diameter x 85 mm (3-3/8) inch long Embed HAS Rods w/ Hilti RE-500 SD Adhesive System
    - (3) Epoxy tube
    - (1) Dispenser
- Above quantities not guaranteed as accurate

(1) **Controls Package, Main Panel**

- Main disconnect for 480/3/60 incoming power
- Wall mount NEMA 4X SSTL304 enclosure
- Enclosure to include equipment
  - (1) FlexRake with 1/2HP motor driven by AC Tech VFD
- Relay Based logic, to include
  - Pilot lights, push buttons and selector switches on front door
  - Terminal blocks, ETM's, breakers, and relays where required
  - Hand-Off-Auto selector switch uses PB station in Hand mode
  - Hard contact SCADA Interlock(s) Run, No Fault, Auto, Remote start
  - Adjustable on/off cycle timers
  - Machine runs when remote start contact is made or run timer is active, it doesn't speed up unless a float is selected
  - Line reactor

Instrumentation

- Single Float Level Control
  - (1) Mechanical Float Switch including 40 ft long cabling.

Local to equipment mounted devices

- (1) Three Button NEMA 7/9 Enclosure for E-Stop, Jog-Reverse and Forward

Controls Clarifications/Exceptions/By Others

- **See** our Controls Selection Guide
- Any changes to the scope of supply could have direct impact to pricing
- The price below includes our controls as indicated above
- All conduit and field wiring between the equipment
- Mounting hardware
- 

Spare Parts

- (1) Drive Clevis Pin
- (10) Snap Rings
- (4) Link Clevis Pins
- (4) Hex Head Cap Screw
- (4) Scraper Nut
- (1) Never Seez
- (1) Snap Ring Tool
- (1) 14 oz. Tube Shur Stick

On Site Technical Assistance

- (1) Trip(s)
- (1) Technician
- (2) 8 hour man-days
- *If additional Technical Service days are required, please add per the rates included in the Clarifications section of this scope of supply.*



Operation and Maintenance Manuals

- 6 Hard Copies

Warranty

- One Year Standard material and workmanship
- Five year warranty on all rotating parts (flexrake only)

Freight to Jobsite

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**Price: \$146,000**

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**Price is valid for 30 days.**

**Submittals: 4-6 weeks after approved purchase order**

**Equipment Delivery: 8-12 weeks after approval**

**Options:**

**(1) DuPeron® Washer Compactor - Dual Auger System**

- **Model WC2.A2.5**
  - 3/4HP Motor and gearbox
  - 3.15 ft from operating deck to top of washer compactor hopper rim
  - 3.56 ft long hopper length
  - 1.45 ft wide hopper width
  - SSSL304
- **Reduced Maintenance**
  - Accepts variable debris up to four inches, including rocks, clothing, concrete, metal, grease and septage – eliminating jams and equipment shutdown
  - Positive displacement technology assures that all debris which enters the hopper is washed, compacted, and discharged for disposal
  - Durable dual auger design eliminates debris wrapping
  - Non-clogging flood wash port located prior to compaction housing – ideal for non-potable water
- **Reduced Odor**
  - Up to 60% dry solids and up to 60% mass/weight reduction – significantly reducing fecal content and odor
- **Reduced Landfill Costs**
  - Up to 84% volume reduction
  - Self-Regulating Compaction Housing – allows for consistent dry solids output regardless of fluctuations in debris volume
- **Reduced Power Consumption**
  - ¾ HP inverter duty motor consumes just 576 watts
  - Requires .4 KWH

**Discharge chute design**

- 10.00 ft long discharge chute with, (1) bend

**Water supply and drain criteria**

- Non-Clog Flood Washing
- Utilizes filtered effluent or municipal water
- Consumes 3 to 5 gallons per minute at 40 to 60 PSI
- 3.00 inch NPT male drain connection
- 0.50 inch NPT water supply connection

**Clarifications/Exceptions/By Others**

- Some minor field assembly required
- Water supply and discharge piping



- (1)
  - Mounting hardware
  - Washer Compactor Controls
    - Integrated into panel for screen
  - Local to equipment mounted devices
    - (1) Three Button NEMA 7/9 Enclosure for E-Stop, Forward and Reverse
  - Washer Compactor Spare Parts
    - (2) Upper/Lower Support: Auger
    - (2) Side Support: Auger
    - (24) FHCS: 0.25-20x1
    - (24) 0.25 Flat Washer SAE
    - (24) 0.25 Nylock Nut
    - (1) AntiSeize Lubricant
    - (1) Never Seez: 1oz Tube
  - On Site Technical Assistance, Installation and Testing
    - (1) Trip(s)
    - (1) Technician
    - (2) 8 hour man-days
    - *If additional Technical Service days are required, please add per the rates included in the Clarifications section of this scope of supply.*
  - Operation and Maintenance Manuals
    - (6) Hard Copies
  - Warranty
    - One Year Standard material and workmanship
  - Freight to Jobsite

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**Price: \$55,000**

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**Accessories:**

- Bar Screen Deadplate Heat Pad:
  - 24 inch x 24 inch heat pad
  - Thermostat
  - Power by others

**Price: \$3,000**

- Bar Screen Deadplate Heat Pad:
  - 12 inch x 12 inch heat pad
  - Thermostat
  - Power by others

**Price: \$1,800**

- Washer Compactor - Heat Trace and Blanket Kit:
  - Required in applications where freezing temperatures are possible.
  - Teflon heat blanket (weather proof) construction.
  - Thermostat is NEMA 4X and has a remote probe for detecting temperature inside heat blanket. Junction box includes materials necessary for explosion proof termination of heat trace. Power requirement is 120VAC / 600 watts. Power by others.
  - Components are suitable for CLASS I, DIVISION I areas.

**Price: \$5,000**

- Washer Compactor Bagging System
  - Longofill Cassette Holder, SSTL & ABS Plastic
  - Longopac PE continuous bagger cassette, 230 ft (80 meters)

**Price: \$3,400**



Washer Compactor Caster Frame System

- SSTL304 Frame Structure
- 4 high durable casters

Price: \$3,855

Washer Compactor Open Channel Support Frame

- SSTL304 Frame Structure
- Custom built to span open channels

Price: \$1,770

Washer Compactor Discharge Chute Extension

- 10 ft extension beyond the 10 ft standard supply

Price: \$1,500

Washer Compactor Discharge Chute Extension Support

- 10 ft extension beyond the 10 ft standard supply

Price: \$600

Washer Compactor Elephant Drip Sleeve

- Solid canvas flexible tube
- 10 ft overall length
- Attaches directly to Washer Compactor discharge chute

Price: \$1,575

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**Clarifications:**

- **Scope** of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions
- **See** Duperon Contractor Installation Guides for guidance in estimating these costs.
- Duperon requires 2 week's advanced notice in writing to schedule field service technician on site.
- Field Services will be provided as outlined in this proposal. Duperon field service rate is \$750 per day plus travel and per diem expenses. If field service personnel arrive on site as scheduled and the project is not ready for intended services to be performed, Duperon will invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.
- The specifications listed are the only specifications which shall apply to this proposal either directly or by reference. Any additional specifications, with equipment or requirements specified therein, that are not specifically included as part of this offer are excluded from this proposal.

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**Not Included:**

- Anything not specifically stated in this Proposal.
- Bonding, tariffs, permits, taxes, liquidated damages.
- Construction and /or installation work of any kind at the jobsite.
- On-site conditions affecting the work described or which affects the installation.
- Conduit, stands, control mounting wiring, junction boxes, or other accessories.
- Any site work or installation tasks (ie, unloading, placement, dewatering, diving, clearing the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes, hammer drills, etc.), or anchor bolts.
- Pre-installation tasks such as touch-up painting, checking bolts for tightness, removal of shipping containment devices, etc.

**Budgetary**  
Proposal Number  
P7823

**Creston, IA**



- Engineering: Does not include drawings other than those for the FlexRake.
- Additional structure for seismic or wind conditions.
- Offloading or handling of delivered equipment.
- Union labor for all field support services.
- Controls not specifically listed above.
- Videotaping of the training sessions
- Release of proprietary information.
- Insulation or weather proofing.
- Site/field painting or touch up.
- Vibration and noise testing.
- Anchor Bolts by others.
- Discharge system.
- Stilling wells.

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**Proposal Terms:**

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- Subject to acceptance by our credit department.
- Provision for retainage is not included in this proposal.
- Pricing is subject to changes based upon time of order and current stainless steel prices.
- Terms may be negotiated upon request

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**Right to Refuse:**

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This proposal is based upon the information available at this time and may be impacted by future specifications, scope, and other requirements. This information may be relied upon and used for project estimating purposes only. Note in the event of cancellation of a purchase order or contract, Duperon Corporation will be compensated for all costs that it or its subcontractors have incurred for performance of work in good faith. Due to the current volatility of the steel market, prices may be impacted at time of order. Please be advised that Duperon Corporation retains the right to revise, withdraw, or negotiate this offer at any time prior to signing a material contract.

## HYDRAULIC CALCULATIONS

### Notes: Maximum flow 7.5 MGD

#### INPUT: Channel Physics

Flow in MGD	7.50 MGD
Upstream water level	4.00 ft
Channel width	2.33 ft
Channel depth	5.67 ft
Degree of blinding	25%

#### INPUT: Screen Physics

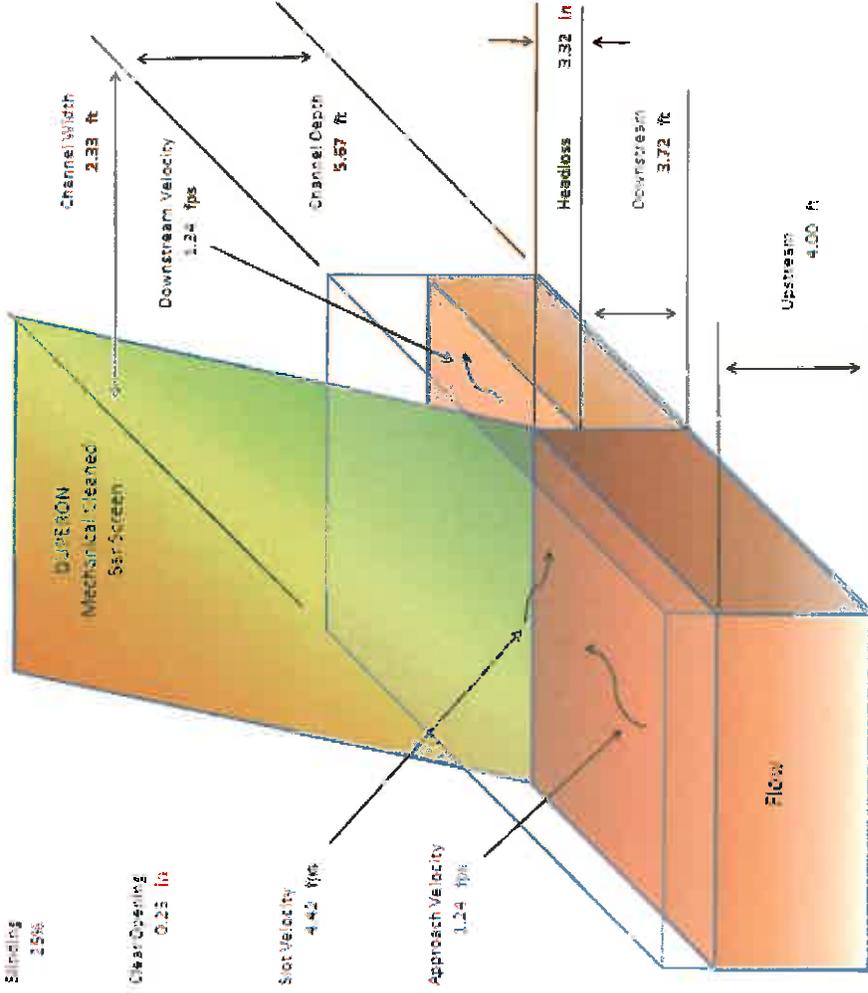
Clear Opening	0.25 in
Bar thickness	0.25 in
Thickness of side bar and closeout	0.58 in

#### Calculations

Slot area	1.2200 sq ft
Flow area between side bar closeouts	7.0000 sq ft
Number of bars	40.0000 ea
Flow area taken up by bars	3.3000 sq ft
Total Channel flow without screen	3.7000 sq ft
Flow area after screen area and blinding taken out	2.5250 sq ft
Approach Velocity	2.9449 fps
Slot Velocity	4.2000 fps
Downstream Velocity	1.3373 fps
Downstream Depth	3.7235 ft
Head loss	3.3200 in

#### Bernoulli Calculations

Velocity thru bar screen	4.2000 fps
Velocity upstream of bar screen	2.9449 fps
Gravitational acceleration (constant)	32.2000 fps
Frictional coefficient (constant)	0.9500
Headloss	0.2765 ft
Headloss	3.3200 inches



These calculations are an estimation based upon the information available. Flow channel hydraulics are highly dependent on water levels and the degree of blinding. The calculations above are a snapshot of only one condition. To fully analyze the hydraulics please contact your local Duperon representative. Like most SSTL bar screens, Duperon recommends a minimum of 1.00 ft water depth when the units in operation to keep the SSTL Flexlinks lubricated and prevent galling.

## HYDRAULIC CALCULATIONS

**Notes: Wet weather average flow 3.6 MGD**

INPUT: Channel Physics

Flow in MGD	3.60
Upstream water level	2.00 ft
Channel width	2.33 ft
Channel depth	5.67 ft
Degree of blinding	2.5%

INPUT: Screen Physics

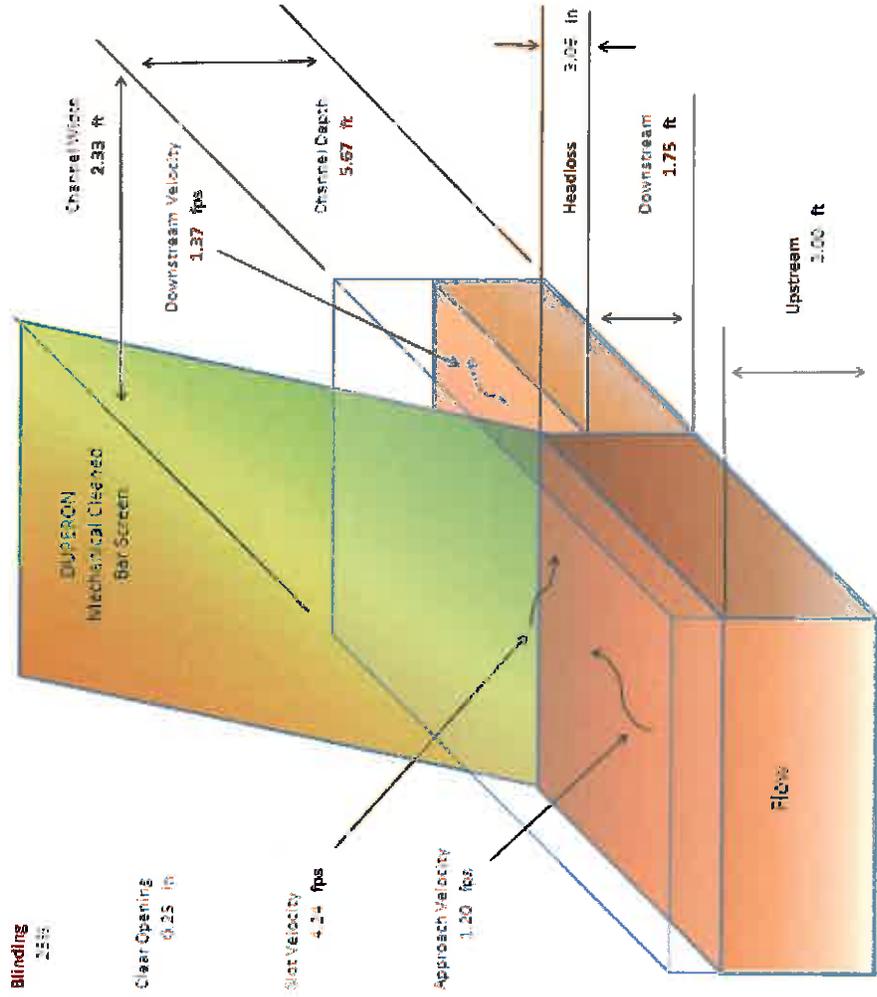
Clear Opening	0.25 in
Bar thickness	0.25 in
Thickness of side bars and closeouts	0.52 ft

Calculations

Side bar B cross-sectional area	1.1600 sq ft
Flow area between side bars & closeouts	3.6000 sq ft
Number of bars	42,000.00
Flow area taken up by bars	1.3600 sq ft
Total Channel flow without screen	4.9600 sq ft
Flow area after screen area and blinding taken out	1.2133 sq ft
Approach Velocity	1.8531 fps
Slot Velocity	4.2421 fps
Downstream Velocity	1.3696 fps
Downstream Depth	1.7422 ft
Head Loss	3.0279 in

Bernoulli Calculations

Velocity thru bar screen	4.2420 fps
Velocity upstream of bar screen	1.8531 fps
Gravitational acceleration (constant)	32.1700 fps
Frictional coefficient (constant)	0.550
Headloss	0.2548 ft
Headloss	3.0279 inches



These calculations are an estimation based upon the information available. Flow channel hydraulics are highly dependent on water levels and the degree of blinding. The calculations above are a snapshot of only one condition. To fully analyze the hydraulics please contact your local Duperon representative. Like most SSTL bar screens, Duperon recommends a minimum of 1.00 ft water depth when the unit is in operation to keep the SSTL FlexLinks lubricated and prevent galling.

## HYDRAULIC CALCULATIONS

**Notes: Dry weather average flow 1.5 MGD – Minimum 1' downstream water maintained.**

### INPUT Channel Physics

Flow in MGD	1.50 MGD
Upstream water level	1.14 ft
Channel width	0.93 ft
Channel depth	3.67 ft
Degree of blinding	25%

### INPUT Screen Physics

Clear Opening	0.25 in
Bar thickness	0.25 in
Thickness of side and closeout (S)	0.98 ft

### Calculations

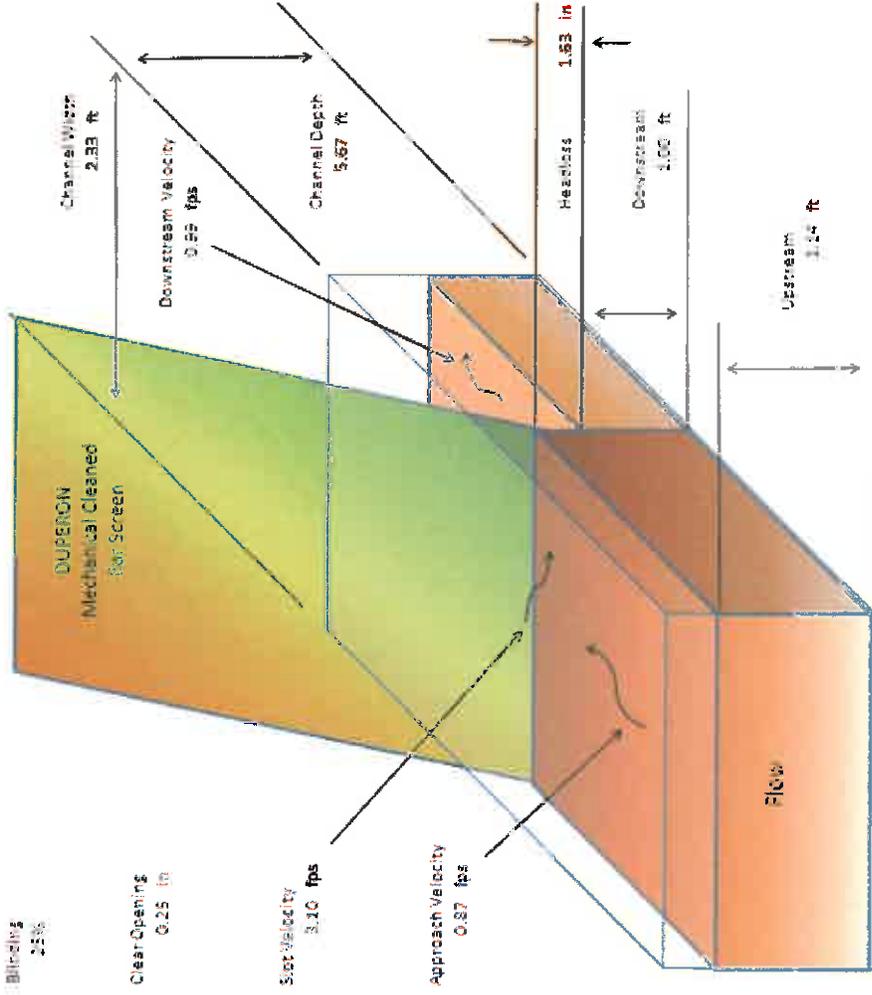
Side flap B closeout area	0.6612 sqft
Flow area between side flap B closeouts	1.3390 sqft
Number of bars	42,0000 bars
Flow area taken up by bars	0.5575 sqft
Total Channel flow without screen	2.6552 sqft
Flow area after screen area and blinding taken out	0.7481 sqft
Approach Velocity	0.8726 fps
Slot Velocity	3.1018 fps
Downstream Velocity	0.5521 fps
Downstream Depth	1.0035 ft
Head loss	1.5340 in

### Basin/Well Calculations

Velocity thru bar screen	3.1018 fps
Velocity upstream of bar screen	0.8726 fps
Gravitational acceleration (constant)	32.2000 fps
Frictional coefficient (constant)	0.550 c

### Headloss

Headloss	0.1362 ft
Headloss	1.5340 inches



These calculations are an estimation based upon the information available. Flow channel hydraulics are highly dependent on water levels and the degree of blinding. The calculations above are a snapshot of only one condition. To fully analyze the hydraulics please contact your local Duperon representative. Like most SSTL bar screens, Duperon recommends a minimum of 1.00 ft water depth when the unit is in operation to keep the SSTL Flexlinks lubricated and prevent galling.

LOWEST COST OF OWNERSHIP  
● FINE SCREENING

## Full-Range Flexibility and Maximum Capture with Thru-Bar™ Cleaning; Adapts Automatically to Wide Variations in Debris



### FlexRake® FPFS Mechanically Cleaned Bar Screens

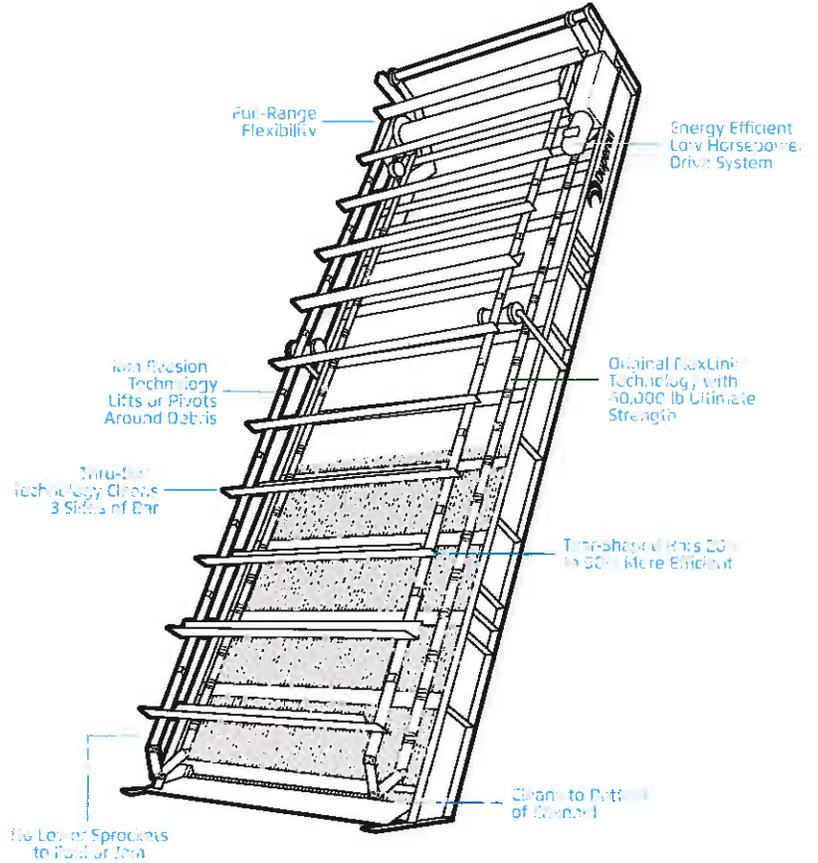
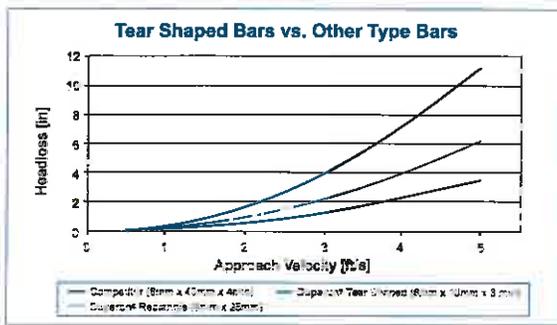
Simple front cleaning, front return Duperon® FlexRake® technology. Utilizes stainless steel tear-shaped bars with 1/4 inch, 3/8 inch or 1/2 inch openings.

- No Lower Sprockets, Bearings or Tracks to Foul or Jam
- Adapts to Debris Variations; Full-Range Flexibility
- High Capture Thru-Bar™ Stainless Steel Scrapers
- Low Horsepower, Energy Efficient Drive System
- Tear-Shaped Bars Provide Increased Flowability
- Five-Year Warranty for Wastewater Applications

# The Duperon® FlexRake® FPFS

(Shown Without Enclosure)

- Unique in the Industry: Thru-Bar™ Stainless Steel Scrapers clean 3 Sides of the Bar as well as Cross Members



## TYPICAL APPLICATIONS

Wastewater, combined sewer overflows and prison applications. Also used in pulp/paper mills, raw water intakes, and other applications where debris is highly variable or difficult to capture.

## UNIT WIDTH

2 feet to 12 feet  
Single Strand FlexRake® configuration available for channel widths of 18 inches to 24 inches.

## UNIT LENGTH

10 feet to 100 feet

## ANGLE OF INSTALLATION

Range from vertical to 45 degrees dependent on site conditions.

## STANDARD MATERIALS OF CONSTRUCTION

Standard: 304 Stainless Steel  
Available in: 316 Stainless Steel

## BAR OPENING

1/4 inch, 3/8 inch and 1/2 inch

## STANDARD SCRAPER SPACING

Every 2nd link

## SCRAPER CONFIGURATION

3:1 UHMW-PE staging scraper/stainless steel Thru-Bar™ teeth ratio. Scraper positioned every 21 inches.

## TYPICAL MOTOR

1/2 HP, 1 PH/3 PH explosion proof, inverter-duty motor

## STANDARD OPERATING SPEED

0.5 RPM  
Can be increased to 2.2 RPM in high flow conditions. 1 discharge/minute on low, 4 discharges/minute on high. Scrapers move 28 inches/minute

## SHIPPING DATA

Ships fully assembled or can be provided in modular form.

## STANDARD CONTROLS OPTIONS

Packages range from simple start/stop to sophisticated automation. Motor overload protection provided. Contact Duperon® for further details and assistance in selecting the perfect package for your site.

## OPERATION OPTIONS

Continuous/Manual.  
Automatic with timer, float, SCADA, differential/high level sensing options with I/O as needed.



1200 Leon Scott Court | Saginaw, MI 48601 | P 989.754.8800 | F 989.754.2175 | TF 800.383.8479 | www.duperon.com

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## Self-Regulating Compaction Provides a Reliable, No-Hassle Way to Reduce Landfill Costs

### WASHER COMPACTOR

#### Positive Displacement, Dual-Auger System

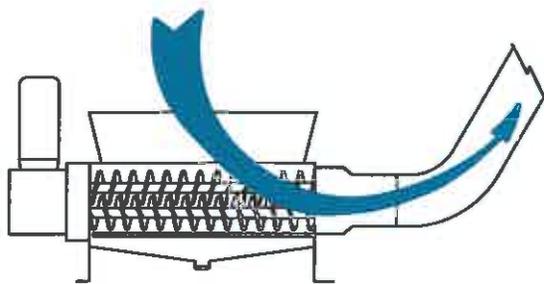
Robustly simple, high-efficiency, non-batching process machine that cleans and compacts screenings less than 4 inches. Standard discharge lengths up to 20 feet.

- Consistent Compaction Regardless of Debris Size or Volume
- Positive Displacement—What Goes In, Comes Out
- Up To 84% Volume Reduction, Up To 60% Dry Solids—Reduces Landfill Costs
- Accepts Non-Standard Wastewater Debris (Rocks, Clothing, Concrete, Metal) up to 4 inches (Note: electronic “idle” prevents damage from larger debris)

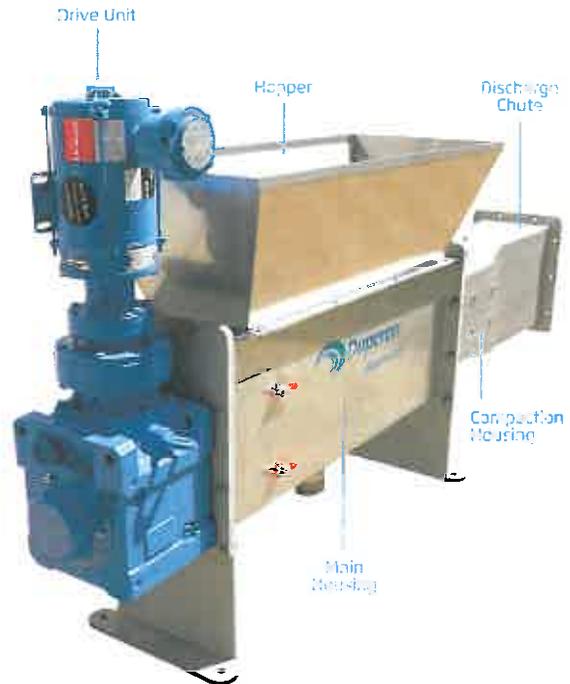


# The Duperon® Washer Compactor

- Housing Geometry Controls Potential for “Slip Flow” When Processing Grease, Septage and Similar Debris
- Self-Centering Dual Augers Mean No Debris Wrapping
- Non-Clogging Flood Wash Port— Ideal for Non-Potable Water



Non-Clogging Operation



## WATER

Utilizes filtered effluent or municipal water  
 Washer consumes 3-5 gallons per minute  
 Requires 40 PSI-60 PSI  
 Drain connection is 3" NPT female  
 Supply connection is 1/2" NPT

## UTILITY

120/240 volt, single phase  
 240/480 volt, three phase  
 .6 kW/2.3 kW/3.8kW

## DRIVE

3/4 HP, 3 HP, 5 HP inverter duty motors available

## MATERIALS OF CONSTRUCTION

304 S316 or 316 S316  
 S316 spur gears (17 - 4 PH)  
 Self-lubricating main auger bearings

## PERFORMANCE DATA

Up to 60% dry solids  
 Up to 60% mass/weight reduction  
 Up to 84% volume reduction (6:1 ratio)  
 Significantly decreases odor and fecal content

## CAPACITY

Available from: 30 ft<sup>3</sup>/hour to 150 ft<sup>3</sup>/hour

## MAINTENANCE

Five years: Recommended gearbox service



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**Lisa Williamson**

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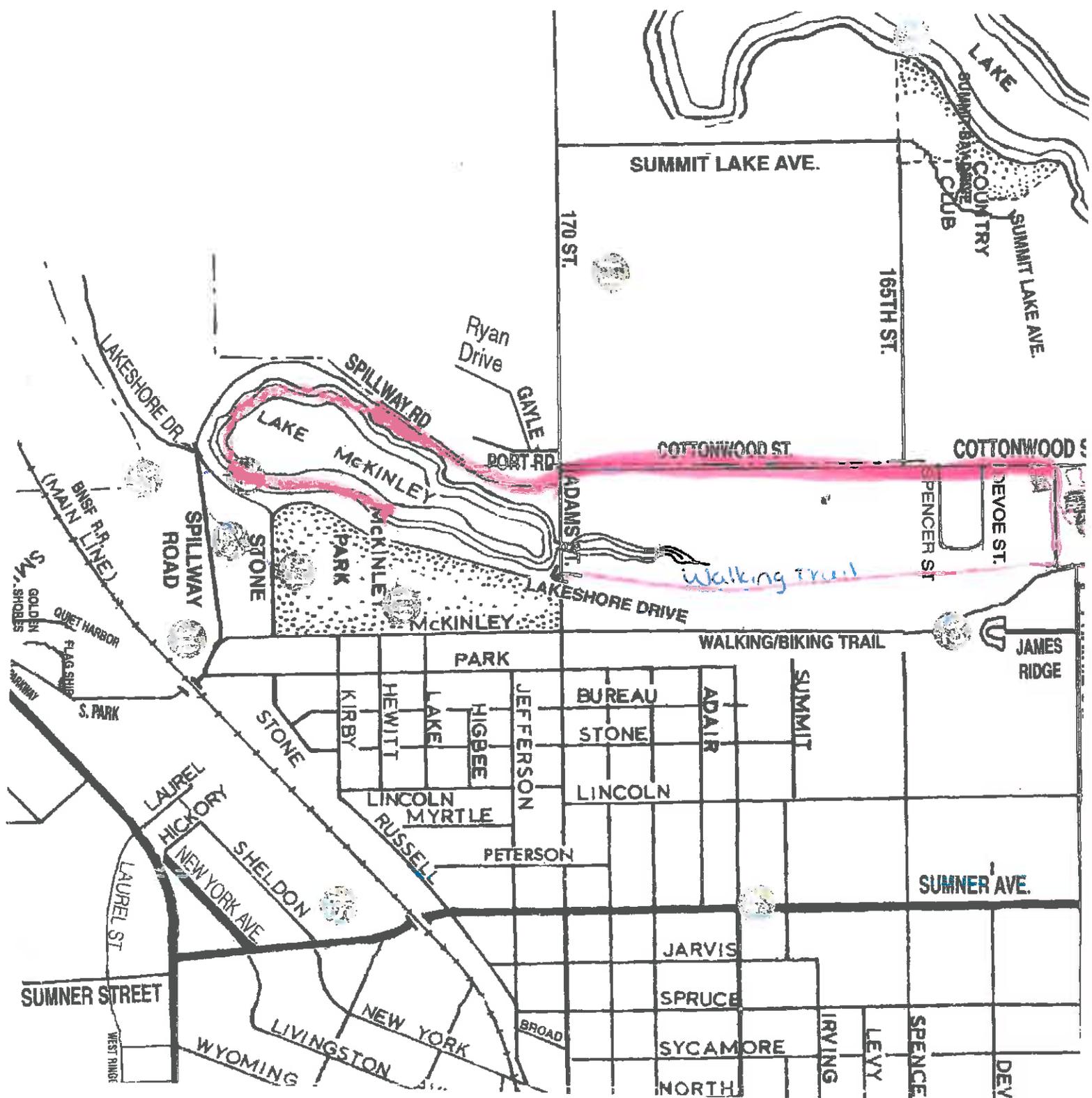
**From:** Chantel Klejch <cklejch@fnbcreston.com>  
**Sent:** Wednesday, December 03, 2014 12:04 PM  
**To:** Lisa Williamson  
**Subject:** Glow Run

Hey Lisa!!!

We've discussed at First National Bank that we are going to set the date for our next Glow Run 5k on Saturday, April 11<sup>th</sup> at McKinley Park again. Do we need to get this approved from the city again?

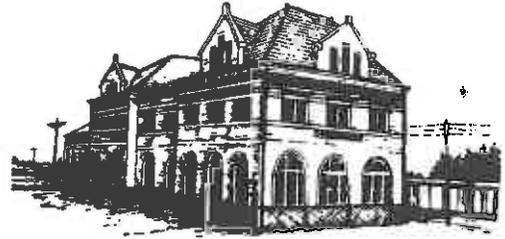
Thank you!!

*Chantel Klejch*  
Personal Banker  
First National Bank  
641-782-2195  
[cklejch@fnbcreston.com](mailto:cklejch@fnbcreston.com)



*City of*  
**CRESTON, IOWA**

116 W. Adams • P.O. Box 449 • Creston, IA 50801-0449  
Phone 641-782-2000 • Fax 641-782-6377



*Creston's Restored Depot and City Hall*

January 15, 2015

TO: Mayor Woods and City Council Members

RE: Street Report

The City of Creston has approximately 55 miles of streets that are city maintained

Over the past few years we have been able to sealcoat approximately 30 to 35 blocks at a cost of approximately \$100,000. The 30 to 35 blocks of sealcoating that is done represents about 10% of the total amount of sealcoat streets that we have in town. At the present time these 30 to 35 blocks are selected on an as need basis, the worst gets fixed first. There is very little work done to try and preserve the streets while they are still salvageable.

Several of the concrete streets are showing their age. In the 1970's when most of the streets in the northeast, northwest and southwest portion of the city were poured a soft limestone rock was used in the concrete causing the concrete over time to deteriorate.

Attached is the street survey that was conducted last spring by Iowa State University showing the condition of the streets based on smoothness and condition.

I know that when we put out a list of major street projects someone will say that the street on my way to work is in worse shape than that one, but here is my list of streets that should receive attention.

1. East Howard Street from the railroad tracks east to Osage Street. This street must be a high priority due to the heavy truck usage from CHS plant and the Coop feed mill. Also the Afton Coop will be building grain elevators in the future on the north side of Howard Street. This street is showing rapid deterioration and needs to be replaced. Curb and gutter should be placed on this new street to get rid of the ditches along this road. With the storm sewer needed, curb and gutter along with the extra thickness of the concrete and the extra width of the street needed to handle heavy, turning trucks I would estimate the cost at \$850,000.

2. South Chestnut Street from the underpass south to Taylor Street. This street has several broken up areas and may be able to patch the broken concrete areas and then placing an asphalt overlay over the existing concrete. An engineer would need to be contacted to see what repair method would be the best. Estimated cost of \$800,000.
3. Asphalt overlay of Townline Street from Cherry Street west to Sumner Avenue. The existing asphalt is cupping and should be replaced. Estimated cost of \$700,000.
4. West View Drive, Clayton Road, Sunrise Drive, Hillcrest Drive and parts of Orchard Drive. Some of this area will need to be replaced either totally or by a rubberization (as was done on Prairie Street between Cherry St and Mulberry St. in 2009) then an asphalt overlay is placed as well as new curb and gutter or total replacement. Estimated cost of \$500,000.
5. South Cherry Street, Taylor Street to south city limits. Asphalt overlay preceded by some concrete patch work. Estimated cost of \$450,000.
6. Asphalt overlay of Russell Street and Kirby Street. Estimated cost of \$400,000.
7. Sealcoat another 100 blocks above what is budgeted for helping to get caught up to where we are working to preserve the street surfaces rather than replacing them. Estimated cost of \$300,000.
8. Place concrete streets on Mills Street, Cherry to Palm Street. Also Grand Ave. and Palm Street south of Howard and then designate these streets as truck routes to help keep the grain and concrete trucks off of the seal coat streets. Estimated cost of \$850,000.
9. Removal and replacement of the 400 block of N Chestnut St. Estimated cost \$120,000.
10. Myrtle Street north of Russell Street approximately 300 feet. Sewer main repair must precede any street work. Estimated cost \$400,000.
11. Place a concrete street on East Adams Street between Cedar Street and Commerce Road. Estimated cost of \$800,000.
12. Extend concrete paving on Howard Street from Oak Street to Sumner Ave. Estimated cost \$750,000.
13. Elm Street, Mills St. to Townline St., asphalt resurfacing. Estimated cost \$400,000.

With just these streets listed there is an estimated 7 million dollars needed for major repairs.

This list could go on and I am sure that I'm not mentioning some streets that I should. I am trying to show that many of our city streets are in need of repair. These types of projects are beyond what the City Street crew can do due to the size of the projects.

The estimate figures given were based off of work that we have had done in the city over the years. An engineering firm must be hired to draw up plans and specifications and come with more accurate estimates.

I would be happy to sit down with some of you and establish a priority listing of major street projects.

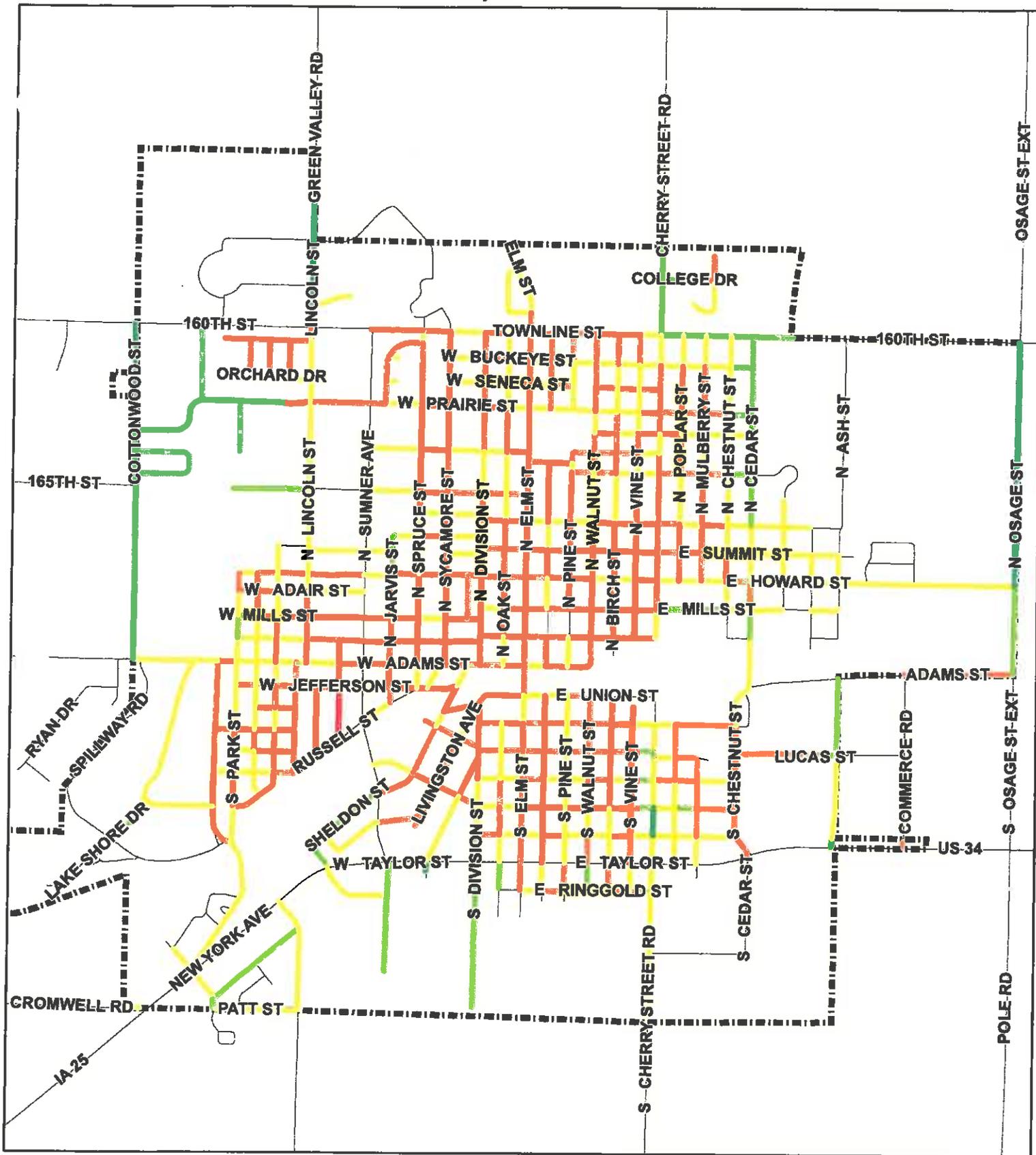
Please contact me with any questions.

Yours truly,

A handwritten signature in black ink, appearing to read 'K. Kruse', written in a cursive style.

Kevin Kruse  
Public Works Director

# City of Creston



- Street Assessment**
- █ Very Poor
  - █ Poor
  - █ Fair
  - █ Good
  - █ Excellent
  - Roads Printout

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