

# **Consent Agenda**

**March 9, 2021**

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members present. Chairman Belt presiding.

PLEDGE OF ALLEGIANCE

**1. CONSENT AGENDA**

After discussion was held by the Board, a Motion was made by Schultz, and seconded by Grobe, to approve:

- A. March 2, 2021, Minutes as read.
- B. Publication of Claims allowed for February 2021

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion by Shea, second by Schultz, to open public hearing on Maximum Property Tax Levy for Fiscal Year Ending June 30, 2022.

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion carried.**

Motion by Shea, second by Schultz, to close public hearing.

**Roll Call Vote: AYES Belt, Wichman, Grobe, Schultz, Shea. Motion carried.**

Motion by Schultz, second by Grobe, to approve and authorize Board to sign Resolution No. 16-2021 entitled: A Resolution Approving Pottawattamie County's Property Tax Levy for Fiscal Year Ending June 30, 2022.

**RESOLUTION NO. 16-2021**

**A Resolution Approving Pottawattamie County's Property Tax Levy for Fiscal Year Ending June 30, 2022**

**WHEREAS,** the Pottawattamie County Board of Supervisors have considered the proposed fiscal year ending June 30, 2022 County maximum property tax dollars for the affected levy total; and

**WHEREAS,** a notice concerning the proposed County maximum property tax dollars was published as required and posted on the Pottawattamie County web site and social media accounts, where applicable; and

**WHEREAS,** a public hearing concerning the proposed Pottawattamie County maximum property tax dollars was held on March 9, 2021.

**NOW, THEREFORE, BE IT RESOLVED** by the Pottawattamie County Board of Supervisors that the maximum property tax dollars for the affected tax levies for fiscal year ending June 30, 2022, shall not exceed the following total:

Total maximum levy for affected property tax levies for General Services \$38,925,501; and for Rural Services \$6,354,158.

The maximum property tax dollars requested in the total maximum levy for the affected property tax levies for fiscal year ending June 30, 2022, does represent greater than 102% of the maximum property tax dollars requested for current fiscal year ending June 30, 2021.

**Dated this 9<sup>th</sup> day of March, 2021.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

**Roll Call Vote: AYES Belt, Wichman, Grobe, Schultz, Shea. Motion carried.**

After discussion was held by the Board, a Motion was made by Wichman, and seconded by Schultz, to approve CO #4; Contract Update. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and seconded by Schultz, to deny CRC 039 – Add Ground Floor Conduit (in preparation for addition) based on recommendation from Buildings & Grounds Director Jason Slack. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman and seconded by Schultz, to approve CRC 044 – Boiler Room Kill Switch Relocation. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and seconded by Schultz, to approve CRC 045 – Remove Painting of Ground Floor Ceiling. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Schultz, and seconded by Shea, to approve CRC 046 – Control Room Changes. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Shea, and seconded by Schultz, to approve CRC 047 – Door 034 Changes (jail pipe chase). UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Schultz, and seconded by Shea, to approve CRC 026R – 2 Hour Ceiling @ Hall 040. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Shea, and seconded by Grobe, to approve Change Order from Parallel Technologies for 2 exterior cameras at the annex building. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and seconded by Grobe to approve Right of Way purchase contract with Keith A and Mark W Bentley for project STBG-SWAP-CO78(204)-FG-78. UNANIMOUS VOTE. Motion Carried.

Discussion was held with Matt Wyant/ Planning Director, Pam Kalstrup/Acting Director, Mark Hughes and Jim Hughes on potential rural development. Discussion only. No action taken.

After discussion was held by the Board, a Motion was made by Wichman, and seconded by Shea, to approve funding request from Southwest Iowa Planning Council (SWIPCO) for FY 21/22 for the amount of \$11,716.90. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and seconded by Shea, to approve funding request from Southwest Iowa Transit Agency (SWITA) for FY 21/22 for the amount of \$6,000. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and seconded by Shea to approve funding request from Hungry Canyons Alliance for FY 21/22 for the amount of \$4,500. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Shea, and seconded by Wichman, to set date and time for FY 22 at Tuesday, March 30<sup>th</sup> at 10:00 A.M. UNANIMOUS VOTE. Motion Carried.

### 3. OTHER BUSINESS

Motion made by Schultz, seconded by Wichman, to approve Educational Reimbursement Request from Megan Leggett. UNANIMOUS VOTE. Motion Carried.

### 4. RECEIVED/FILED

#### A. Salary Actions:

- 1) EMA – Payroll Status Change of Michelle Bose and Travis Hitchcock
- 2) Community Services – Payroll Status Change of Chasity Kephart
- 3) Communications – Payroll Status Change of Joshua Derrington
- 4) Jail – Payroll Status Change of Lewis Davids

#### B. Reports

- 1) Recorder's Fee Book for February 2021
- 2) Iowa Department of Natural Resources Public Notice – Bunge North America

### 5. CLOSED SESSION

Motion by Schultz, second by Shea, to go into Closed Session pursuant Iowa Code 21.5(1)(i) for discussion and/or decision on personnel matters.

**Roll Call Vote: AYES: Belt, Grobe, Schultz, Shea NAYS: Wichman. Motion carried.**

Motion by Wichman, second by Shea, to go out of Closed Session.

**Roll Call Vote: AYES Belt, Wichman, Grobe, Schultz, Shea. Motion carried.**

### 6. ADJOURN

Motion by Shea, second by Grobe, to adjourn meeting.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:25 A.M.

\_\_\_\_\_  
Scott Belt, Chairman

ATTEST:

\_\_\_\_\_  
Melvyn Houser, Pottawattamie County Auditor

APPROVED: March 9, 2021

PUBLISH: X



**Insurance Company:** Allied Insurance

**Policy Effective Date:**

**Policy Expiration**

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

Find Property Res Sales Comm/Ind Sales

7441 20 300 005

--- Permanent Property Address ---
HRASKY, ANDREW-JULIANNA
31506 PIONEER TRL
TREYNOR, IA 51575

----- Mailing Address -----
HRASKY, ANDREW-JULIANNA
31506 PIONEER TRL
TREYNOR, IA 51575

District: 073 SILVER CREEK TWP/TREYNOR
District: 073 SILVER CREEK TWP/TREYNOR

REAL ESTATE TAXES ON TREASURER'S WEBPAGE

Go to: https://www.municipalonlinepayments.com/pottawattami/ecoia/tax/search/detail/744120300005

TAX DESCRIPTION\*

\* Not to be used on legal documents

SILVER CREEK TWP 20-74-41 PT SE SW & PT SW SE COMM S1/4 COR TH W390.8' N416.54' E275.1' N15.97'
E197.24'S94.12' E178.83'S334.94' W274.1' TO POB (INCLUDES PARCELA)

ASSESSED VALUE

\* Class is for Assessment purposes only - Not Zoning

Table with 8 columns: land, dwelling, land, building, total, ag acres, year, class\*. Rows show assessed values for land, dwelling, building, and total, along with acreage and class codes.

EXEMPTIONS/PROGRAMS

\* Credit information is no longer available online

OWNERS

\* Book/Page LINKS TO RECORDER'S MESSAGE

1 D HRASKY, ANDREW-JULIANNA book/page: 2012/5558 D

SALES HISTORY

Table with 4 columns: Sale Date, Amount, Code, Book/Page. Lists historical sales from 1982 to 2012, including a multiple parcel sale in 2012.

ASSESSMENT DATA

PDF: 27 MAP: SILVER CREEK TWP

Date Reviewed: 07/31/17 KK

LAND.....241758 sqFt 5.55 acres

Residence 1 of 1 -- Single-Family

BUILDING.....2 Story Frame 12/0 Rooms Above/Below 5/0 Bedrooms Above/Below 896 SF Base AC
Built:1910 Excellent Bsmt: Full Bsmt Finish: None Attic Finish: Floor & Stairs

FINISH.....Foundation: C Blk Exterior: Vinyl Roof: Asph / Hip
Interior: Drwl Flooring: Carpet / Hdw / Tile

ADDITIONS....Addition 1: 384 SF 1 1/2 Story Frame Built: 1910 AC Bsmt SF: 384
Addition 2: 14 SF 1 Story Frame Built: 1910 AC Bsmt SF: 0

FIREPLACE.... 1 Gas/Elec-Side

PLUMBING....1 Full Bath 2 Shower Stall Bath 1 Lavatory

BUILT INS....1 Dishwasher

PORCHES.....120 SF 1S Frame Enclosed No Bsmt
168 SF 1S Frame Open No Bsmt

DECK/PATIOS..1005 SF Concrete Patio-Med

GARAGES (2)...1 Attached 1 Detached

Garage 1: 720 SF Det Frame 20x36 Built: 1980
Garage 2: 2030 SF Att Frame Built: 2016 (1598 SF Frame Qtrs Over w/AC)

Commercial Building 1 of 2 -- Metal Retail Store - Pole Frame (613)

STRUCTURE...1 story 2400 base SF 0 bsmt SF 3400 gross SF
Year Built: 2004 Eff Year: 2004 Condition: Normal

VERTICALS...Ext Wall: Metal/ Frm/ Insul (<50' Wide)
Int Wall: Drywall or Equiv.

Glassboard Paneling

Front/Doors: Average Cost Front

Windows: Aluminum Casement

HORIZONTALS..Roof: Mtl/ Frm/ Insul.

Ceiling: Suspended Blk-Fiber
Unfinished

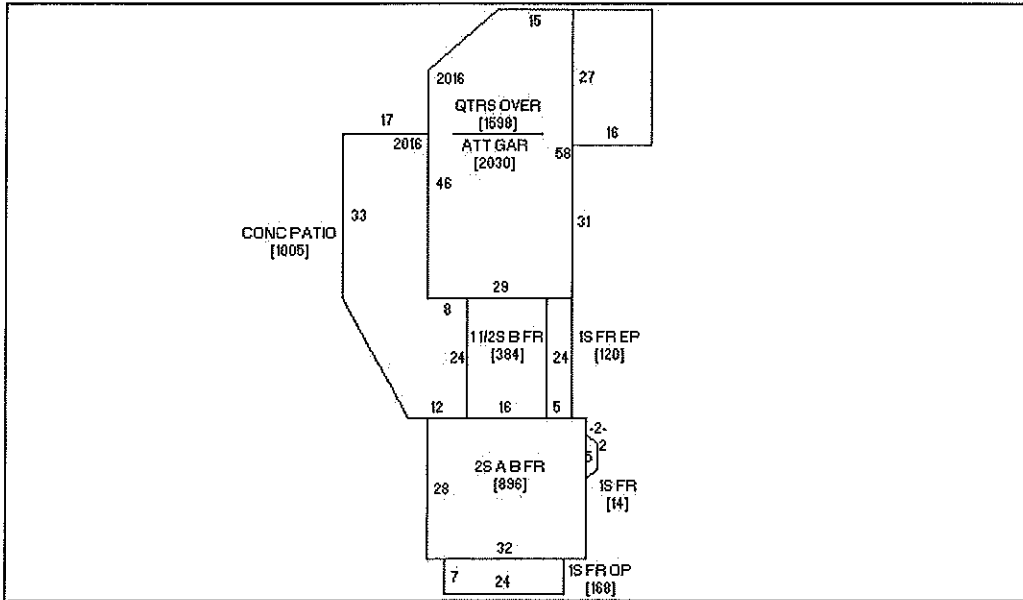
Struc Floor: Earth

Partitions: Incl. w / Base

Framing: Pole Construction  
 HVAC: Geo-Thermal/ Well  
 PLUMBING....Toilet Room (2)  
                   Sink-Kitchen (2)  
 ADJUSTMENTS..Ceiling - none (1000)  
 BLDG EXTRAS..1 Door: O.H. Door - Power, 10 Ft Wide, 10 Ft High  
                   1 Cold Storage: 80 SF, Cooler, 0 SFSA Door, No Door  
                   1 Door: Steel Roll - Manual, 8 Ft Wide, 8 Ft High  
                   1 Porch (Commercial): 480 SF, Patio - Conc / Brick  
                   1 Porch (Commercial): 56 SF, Porch

Commercial Building 1 of 2 Addition 1 -- Metal Warehouse - Milled Wood Frame (602)  
 STRUCTURE...1 story 1000 base SF 0 bsmt SF  
                   Year Built: 2009 Eff Year: 2009 Condition: Normal  
 VERTICALS...Ext Wall: Metal/ Frm/ Insul (<50' Wide)  
                   Int Wall: Unfinished  
 HORIZONTALS..Roof: Metal/ Frame  
                   Ceiling: Unfinished  
                   Struc Floor: Earth  
                   Partitions: Incl. w / Base  
                   Framing: Wood - Average  
 ADJUSTMENTS..Heat - none (1000)  
 BLDG EXTRAS..1 Door: O.H. Door - Power, 10 Ft Wide, 10 Ft High

Commercial Building 2 of 2 -- Metal Retail Store - Pole Frame (613)  
 STRUCTURE...1 story 4500 base SF 0 bsmt SF 4500 gross SF  
                   Year Built: 2014 Eff Year: 2014 Condition: Below Normal  
 PLUMBING....Toilet Room (2)  
                   Sink-Kitchen (1)  
 BLDG EXTRAS..1 Canopy: 1,100 SF, Concrete  
                   1 Porch (Commercial): 1,100 SF, Patio - Conc / Brick



31506 PIONEER TRL, HRASKY, ANDREW-JULIANNA





31506 PIONEER TRL, HRASKY, ANDREW-JULIANNA, 1 07/31/2017

[Zoom Out](#) [Zoom In](#)



1200ft x 1200ft

Click any parcel to go to its web page  
See [more maps](#) at the [County GIS Department](#).

As of:

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** February 26<sup>th</sup>, 2021

**ESTABLISHMENT:** RENEWAL - PRAIRIE CROSSING VINEYARD AND WINERY

**OWNER:** see attached

**LEGAL DESCRIPTION:** See attached property record.

The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments	✓	
PLANNING	Properly zoned		
	Nuisance violations		
	Septic system violations		
SHERIFF	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

**COMMENTS**

Signature

*Lea A Voss*

**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Gina Hatcher

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<b>TREASURER</b>	Free from certified taxes and special assessments		
<b>PLANNING</b>	Properly zoned		
	Nuisance violations		
	Septic system violations		
<b>SHERIFF</b>	Complaints received		X
	Citations issued at this establishment		X
	Owner convicted of a felony within the last 5 years		X

**COMMENTS**

Signature

*AB* 78-1

**TO:** Lea Voss, County Treasurer  
 Andrew Brown, County Sheriff  
 Matt Wyant, County Planning Director

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DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments		
PLANNING	Properly zoned	✓	
	Nuisance violations		✓
	Septic system violations		✓
SHERIFF	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

*skid*

**COMMENTS**

Signature *Tom H. Strup*

The property is :

- 1- properly zoned
- 2- has no nuisance violations
- 3- has no septic violations

# **Scheduled Sessions**

**Becky Lenihan/Assistant Finance Officer,  
Auditors Office**

**Public Hearing on General Obligation  
Urban Renewal Bonds Not to Exceed  
\$19,900,000**

**Becky Lenihan/Assistant Finance Officer,  
Auditors Office**

**Resolution No. 17-2021**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED  
\$16,900,000 GENERAL OBLIGATION URBAN RENEWAL BONDS.**

**RESOLUTION NO. 17-2021**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO  
EXCEED \$16,900,000 GENERAL OBLIGATION URBAN  
RENEWAL BONDS**

**WHEREAS**, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$16,900,000 General Obligation Urban Renewal Bonds, for the essential county purposes, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$16,900,000 General Obligation Urban Renewal Bonds, for the foregoing essential county purposes.

**Section 2.** This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

**PASSED and APPROVED this 16<sup>th</sup> day of March, 2021**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor



**Becky Lenihan/Assistant Finance Officer,  
Auditors Office**

**Resolution No. 18-2021**

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$16,900,000  
GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2021,  
AND LEVYING A TAX FOR THE PAYMENT THEREOF.**

**RESOLUTION NO. 18-2021**

**RESOLUTION AUTHORIZING THE ISSUANCE OF  
\$16,900,000 GENERAL OBLIGATION URBAN RENEWAL BONDS,  
SERIES 2021, AND LEVYING A TAX FOR THE PAYMENT THEREOF**

**WHEREAS**, Pottawattamie County, State of Iowa ("Issuer"), is a political subdivision, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

**WHEREAS**, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 (the "Project"), and it is deemed necessary and advisable that General Obligation Urban Renewal Bonds, Series 2021, in the amount of \$16,900,000 be issued; and

**WHEREAS**, the Board of Supervisors has taken such acts as are necessary to authorize issuance of the Bonds.

**NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** Authorization of the Issuance. General Obligation Urban Renewal Bonds, Series 2021, in the amount of \$16,900,000 shall be issued pursuant to the provisions of Iowa Code Sections 331.443 and 403.12 for the purposes covered by the hearing.

**Section 2.** Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76, there is levied for each future year the following direct annual tax upon all the taxable property in Pottawattamie County, State of Iowa, to wit:

<u>AMOUNT</u>	<u>FISCAL YEAR (JULY 1 TO JUNE 30)</u> <u>YEAR OF COLLECTION</u>
\$1,102,425	2021/2022
\$943,675	2022/2023
\$1,116,425	2023/2024
\$1,172,375	2024/2025
\$1,032,675	2025/2026
\$1,034,275	2026/2027
\$1,030,775	2027/2028
\$1,030,088	2028/2029
\$1,034,275	2029/2030
\$1,033,275	2030/2031
\$922,150	2031/2032
\$925,300	2032/2033
\$923,225	2033/2034
\$911,000	2034/2035
\$898,775	2035/2036
\$886,550	2036/2037
\$874,325	2037/2038
\$895,062	2038/2039
\$890,188	2039/2040
\$880,137	2040/2041

Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds available for that purpose and reimbursement must be made.



**Andy Brown/Sheriff, Jeff Theulen/Chief  
Deputy**

**Presentation of letter and coin to Kenny  
Wilcox/Secondary Roads for his actions on  
March 1<sup>st</sup>, 2021.**

Discovered a woman that had fallen between some houses and needed medical attention. His actions were above and beyond his job.

**Jason Slack/Director, Buildings & Grounds**

**Discussion and/or decision to approve:**

**CRC 41R2 – Leak Detection System in 911  
Call Center**



## General Contractor's Cost Summary

PROJECT: Pottawattamie County, Iowa - Courthouse Renovation PROJECT NUMBER: 107419J  
 CONTRACTOR: Ronco Construction DATE: 3/10/2021

Contractor's Request for Change (CRC) # and Description: CRC 041R - Leak Detection System in 911 Call Cen  
 Reference: ASI # and Description: ASI 25R - Leak Detection in 911 Call Center Revised  
 RFI # and Description:

<input type="checkbox"/> Approved		<input type="checkbox"/> Declined
_____ OWNER		_____ Date
<input checked="" type="checkbox"/> Approved		<input type="checkbox"/> Declined
_____ <i>Kimberly Bogatz</i> Kimberly A. Bogatz, AIA		_____ 3-10-21 Date

**NOTE:** This form, all Subcontractor/Material Supplier cost summary forms (if appropriate), itemized accountings and appropriate supporting data must be attached to any claim or contractor's request for change proposal for approval.

### General Contractor Self Performed Work

1.	Material supplied by General Contractor.....	\$75.00
2.	General Contractor's Labor.....	\$565.50
3.	Equipment .....	
4.	Subtotal (lines 1, 2 and 3).....	\$640.50
5.	Overhead and Profit (15% of line 4).....	\$96.08
6.	<b>Total of General Contractor Self Performed Work.....</b>	<b>\$736.58</b>

### Subcontractor Installation/Work on Site

\* (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)

7.	Subcontractor's cost summary (include but are not limited to the following:)	
	a. Mason .....	
	b. Drywaller .....	
	c. Roofer .....	
	d. Flooring .....	
	e. Painter .....	
	f. Plumber .....	
	g. HVAC .....	12,485.00
	h. Electrician .....	938.00
	i. Other _____ .....	
	j. Other _____ .....	
	k. Other _____ .....	
	l. Other _____ .....	
	m. Other _____ .....	
8.	<b>Total Subcontractor's Cost (all lines under 7).....</b>	<b>\$13,423.00</b>
9.	General Contractor's Overhead and Profit on Subcontractor's Work (5% of line 8)	\$671.15
10.	<b>Total of Subcontractor Installation/Work on Site (lines 8 and 9).....</b>	<b>\$14,094.15</b>

CONTRACTOR'S COST SUMMARY

CRC # \_\_\_\_\_

Project Name: Pottawattamie County, Iowa - Courthouse Renovation

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

Page 2 of 2

**Material Supplier/Subcontractor Providing Materials Manufactured Off Site for General Contractor to Install On Site**

**\* (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)**

- 11. Materials Supplied by Sub or Material Supplier (include but are not limited to the following)
  - a. Structural Steel.....
  - b. Interior Architectural Woodwork.....
  - c. Doors.....
  - d. Windows.....
  - e. Hardware.....
  - f. Other \_\_\_\_\_
  - g. Other \_\_\_\_\_
  - h. Other \_\_\_\_\_
  - i. Other \_\_\_\_\_
- 12. Subtotal of Materials Supplied.....
- 13. General Contractor's Overhead and Profit (5% of line 12) .....
- 14. **Total of Materials Supplied by Subcontractor/Material Supplier** .....
- 15. Material Supplied by General Contractor.....
- 16. General Contractor's Labor.....
- 17. Equipment .....
- 18. Subtotal (lines 15, 16, and 17).....
- 19. Overhead and Profit (15% of line 18).....
- 20. **Total of General Contractor (lines 18 and 19)**.....

<b>21.</b>	<b>Subtotal (lines 6, 10, 14, and 20)</b>	<b>\$14,830.73</b>
<b>22.</b>	<b>Bond at <u>    \$148.31    </u> and Insurance at <u>    \$148.31    </u></b>	<b><u>    \$296.61    </u></b>
<b>23.</b>	<b>Total Contractors Request for Change (CRC) (lines 21 and 22)</b>	<b><u>    \$15,127.34    </u></b>



CHANGE PROPOSAL  
REQUEST (CPR)

To: Kimberly Bogatz  
HGM Associates  
[kbogatz@hgmonline.com](mailto:kbogatz@hgmonline.com)

Date: February 23, 2021

Ronco Project Number: 8204

From: Nate Bledsoe  
Ronco Construction Company, Inc.  
[nateb@roncoomaha.com](mailto:nateb@roncoomaha.com)

Permit Number:

Architect: HGM

RE: Pottawattamie County Courthouse Renovation  
Subject:

Blocking for controller, lumber for staking access flooring, poly for temp protection.

No.	Description	Labor	Material	Sub.	Equip.	Total
1	Remove/Reinstall access and remove/repair drywall.	390.00	\$ 75.00			\$ 465.00
2						\$ -
3						\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
<b>Direct Costs Subtotal</b>		390.00	\$ -	\$ -	\$ -	\$ 465.00

<b>Schedule Impact</b>		Fuel/Oil & Maintenance (12.00%)	\$ -
-	Additional Calendar Days	Labor Burden & Fringes (40.00%)	\$ 156.00
-	Reduced Calendar Days	Small Tools (5.00%)	\$ 19.50
X	No Schedule Impact	Sales Tax (7.00%)	\$ -
		<b>MISC. SUBTOTAL</b>	\$ 175.50
<b>Affected Scope</b>		Builders Risk Insurance (00.00%)	\$ -
-	General Requirements	Contingency (00.00%)	\$ -
-	Structure	Overhead & Profit (15.00%)	\$ 96.08
X	Finishes and Openings	P&P Bond (00.00%)	\$ -
-	Equipment and Furnishings	<b>INDIRECT SUBTOTAL</b>	\$ 96.08
X	Mechanical, Electrical, and Plumbing		
-	Sitework		

---

**GRAND TOTAL**                      \$                      736.58

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Ronco Construction Company, Inc. (Ronco) reserves the right to withdraw this proposal if not accepted (in writing) within 30 calendar days from the date listed on this proposal. If you have any questions/concerns please contact the Ronco representative shown below.

Submitted By:   
**Nate Bledsoe**  
 Ronco Construction | Project Manager  
 (402) 290-0044

Accepted By: \_\_\_\_\_  
**Kimberly Bogatz**  
 HGM  
 (402) 740-0892

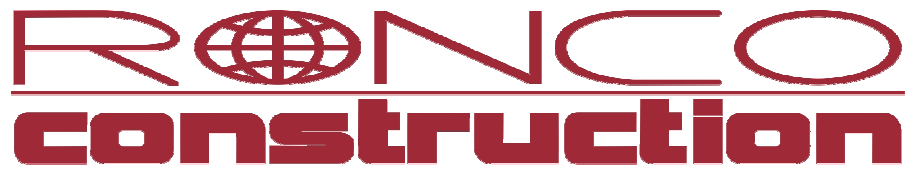




## CHANGE ORDER TICKET

Project: Pottawattamie County Courthouse Renovation  
 Description:  
 Date: 2/23/2021 CC #:  
 P #: 8204

Description	Hourly Rate	Man Hours	Total	Notes
<b><u>Demolition</u></b>				
Foreman .....	\$ 45.00		\$0.00	
Operator .....	\$ 55.00		\$0.00	
Laborer .....	\$ 20.00		\$0.00	
<b><u>Concrete</u></b>				
Foreman .....	\$ 55.00		\$0.00	
Operator .....	\$ 55.00		\$0.00	
Concrete Finisher .....	\$ 35.00		\$0.00	
Laborer .....	\$ 22.50		\$0.00	
<b><u>Masonry</u></b>				
Foreman .....	\$ 55.00		\$0.00	
Mason .....	\$ 35.00		\$0.00	
Brick Layer .....	\$ 30.00		\$0.00	
Laborer .....	\$ 20.00		\$0.00	
<b><u>Woods</u></b>				
Foreman .....	\$ 55.00	2	\$110.00	
Finish Carpenter .....	\$ 35.00	8	\$280.00	Includes drywall repair
Rough Carpenter .....	\$ 30.00		\$0.00	
Laborer .....	\$ 20.00		\$0.00	
<b><u>Misc.</u></b>				
Crane Operator .....	\$ 90.00		\$0.00	
Driver .....	\$ 35.00		\$0.00	
Safety Manager .....	\$ 65.00		\$0.00	
QC Manager .....	\$ 65.00		\$0.00	
Overtime .....	\$ 65.00		\$0.00	
<b><u>Equipment</u></b>				
Forklift .....	\$ 150.00		\$0.00	
Scissor Lift .....	\$ 45.00		\$0.00	
Skid Loader .....	\$ 39.00		\$0.00	
Scaffold .....	\$ 10.00		\$0.00	
Excavator .....	\$ 100.00		\$0.00	
Crane .....	\$ 250.00		\$0.00	



## CHANGE ORDER TICKET

Description	Hourly Rate	Man Hours	Total	Notes
Truck .....	\$ 12.00		\$0.00	
Large Truck .....	\$ 16.00		\$0.00	
Buggy .....	\$ 28.00		\$0.00	
Other: _____	\$ 12.00		\$0.00	
Other: _____	\$ 2.00		\$0.00	
Other: _____			\$0.00	
Other: _____			\$0.00	

---

**TOTAL**

**\$390.00**

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5126 F Street  
Omaha, NE 68117  
Phone/ 402.553.7300 ext. 105  
Fax/ 402.556.5015  
[adam.crnkovich@raymartinco.com](mailto:adam.crnkovich@raymartinco.com)  
[www.raymartinco.com](http://www.raymartinco.com)

## Proposed Change Order

March 9, 2021

Ronco Construction  
1717 N 74<sup>th</sup> Street  
Omaha, NE 68114

Project: Pottawattamie County Courthouse & B-Wing Reno

Nate,

This proposal covers the direct costs associated with ASI-025. This includes the associated controls, labor, start-up, commissioning, and check-out for the leak detection equipment/system.

Material is about 1-week lead-time upon approval and work requires about 1-week of labor. Floors will need to be opened up by others.

Total direct costs associated with the work described above is: **\$12,485**

Sincerely,

***Ray Martin Company of Omaha***

Adam Crnkovich – Project Manager



6201 Center St.  
 Omaha, NE 68106-2919  
 Phone: 402.553.7300  
 Fax: 402.556.5015  
 raymartinco.com

SUMMARY OF COSTS

Project . . . . .	Pott County Courthouse & B-Wing Reno		Date	02/11/21
Description of Work . . . . .	PR-025			
Work Requested by . . . . .	Ronco	Project # : 5275	ID#	
<b>In-House Costs:</b>				
Material(Rough Material) . . . . .			\$	-
Material(Plumbing Fixtures & Equipment) . . . . .			\$	-
Material(HVAC Equipment) . . . . .			\$	-
Sales Tax . . . . .		0%	\$	-
<b>Material SUB-TOTAL:</b>				<b>\$0.00</b>
Plumber Labor . . . . .	0.0	HRS @	\$73.38	\$0.00
Overtime Labor . . . . .	0.0	HRS @	\$110.07	\$0.00
Fitter Labor . . . . .	0.0	HRS @	\$79.62	\$0.00
Overtime Labor . . . . .	0.0	HRS @	\$119.43	\$0.00
Supervision . . . . .	0.0	HRS @	\$90.00	\$0.00
<b>Direct Labor Cost SUB-TOTAL:</b>				<b>\$ -</b>
Equipment Rental . . . . .			\$	-
Plumbing Permits . . . . .			\$	-
HVAC Permits . . . . .			\$	-
Shop Burden . . . . .			\$	-
Engineering/AutoCAD . . . . .			\$	-
Indirect Costs . . . . .			\$	-
<b>In-House SUB-TOTAL:</b>				<b>\$ -</b>
			15.0% Overhead & Profit	\$ -
<b>IN-HOUSE TOTAL COST</b>				<b>\$ -</b>
<b>Sub-Contracts:</b>				
Sheetmetal . . . . .			SOS	\$ -
Insulation . . . . .			MWI	\$ -
Temperature Control . . . . .			ECI	\$ 11,890.00
Utilities . . . . .				\$ -
Rigging . . . . .				\$ -
Test & Balance . . . . .				\$ -
<b>Sub-contract SUB-TOTAL:</b>				<b>\$ 11,890.00</b>
			5.0% Overhead & Profit	\$ 594.50
<b>SUB-CONTRACT TOTAL COST</b>				<b>\$ 12,484.50</b>
<b>TOTAL PROJECT COST:</b>				<b>\$ 12,484.50</b>
			0.0% Profit	\$ -
<b>SUB-TOTAL:</b>				<b>\$ 12,484.50</b>
			0.0% Bond :	\$ -
			0.0% Insurance	\$ -
<b>TOTAL</b>				<b>\$ 12,485</b>

Completion of this work will require 0 days.  
 This Proposal will remain valid for 30 days.

February 4, 2021  
Ronco Construction  
1717 N 74<sup>th</sup> St.  
Omaha, NE 68134  
Attention: Nate Bledsoe  
RE: ASI 025 (Pottawattamie Co. Courthouse.)

Sir,

Please find enclosed our proposal for the above mentioned project.

This Proposal includes the following:

1: Power and Ethernet circuits to Leak Detection Control panel.

Please Note: This proposal EXCLUDES the following:

1: Any work not listed above.

2: Sales Tax.

Proposal Price: \$938.00  
(Nine Hundred Thirty Eight Dollars.)

Please call if you have any questions concerning this proposal.

As always thank you for allowing ABC to quote your electrical projects.

Thank you,

Jeff Mohr, Estimator

# Estimate Report

Estimate: ASI 025  
 Estimated by: Jeff Mohr  
 File: ASI 025.bhs

02/18/21 6:07:01 AM

Page 2

Worksheet Location: Sheet1(Sheet 1)

DB #	Ph. Description	Quantity	Mat. Cost U	Tot. Mat.	Lab. Hrs. U	Tot. Hrs.
	0 POTT CO COURTHOUSE ASI 025					
	0 DATED 2/3/21					
	0 ADD POWER CIRCUIT TO LEAK DETECTION PANEL					
I 1844	1 EM-3/4 EMT-CONDUIT	20.00	123.31 C	24.66	5.63 C	1.13
I 1864	1 EM-3/4 EMT-90-ELLS	3.00	8.93 E	26.78	0.15 E	0.45
I 1922	1 EM-3/4 COMP COUP C	2.00	161.74 C	3.23	0.00 C	0.00
I 1942	1 EM-3/4 COMP CONN C	2.00	141.80 C	2.84	12.50 C	0.25
I 3868	1 HA-3/4 MINERALLAC	5.00	55.65 C	2.78	7.50 C	0.38
I 8188	3 WC-THHN-STRA #12	120.00	192.41 M	23.09	6.56 M	0.79
	0 ADD ETHERNET DROP TO CONTROL PANEL FROM SERVER ROOM					
F	0 ETHERNET DROP	1.00	604.66 E	604.66	0.00 E	0.00

Regular Worksheet Page  
 Page Multiplier = 1  
 Material Multiplier = 1  
 Labor Multiplier = 1  
 Phase = 0 : Phase Multiplier = 1  
 Page is Active.

Raw Material Total = \$688.04  
 Raw Labor Hours = 2.99 Hours

# Estimate Report

Estimate: ASI 025  
Estimated by: Jeff Mohr  
File: ASI 025.bhs

02/18/21 6:07:01 AM

Page 1

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## Summary Page

Raw Material Cost		\$688.04	
Material Tax	0.0000%	\$0.00	
Material Markup	0.0000%	\$0.00	
<hr/>			
Material Total			\$688.04
Labor Cost		\$205.35	
Labor Tax	0.0000%	\$0.00	
Labor Markup	0.0000%	\$0.00	
<hr/>			
Labor Total			\$205.35
Job Expense			\$0.00
<hr/>			
Job Cost			\$893.39
Overhead:	0.0000%	\$0.00	
SubTotal1:			\$893.39
Profit:	5.0000%	\$44.67	
SubTotal2:			\$938.06

---

Markup Category	Percent	Dollars	Lck
Special Insurance	0.00	\$0.00	N
Performance Bond	0.00	\$0.00	N
Taxes	0.00	\$0.00	N
Adjustments	0.00	\$0.00	N
<hr/>			
Summary Markups Total:		\$0.00	
Quotes/Subcontract Total		\$0.00	

---

## Active Linked Estimates

---

Estimate Total:	\$938.06
Figure Used:	\$938.00

---

Labor/Material Ratio = 23: 77  
Square Footage Calculations Not Performed

---



# ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

Project: Pottawattamie County, Iowa – Courthouse Renovation

HGM Project Number: 107419J

Approved By:


Sent to:

**Owner**  
**Architect**  
**Contractor**  
**Field**  
**Other**


Owner: Pottawattamie County Board of Supervisors

To Contractor: Ronco Construction Company Inc.

Supplemental Instruction No: **ASI 025R Leak Detection in 911 Call Center Revised**

Date: **March 09, 2021**

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Time. If there is a change in Contract Time or Cost, submit a Cost Summary on the Architect’s Form, along with backup information with any change in contract time, before proceeding with the Work.

**DESCRIPTION:**

1. Refer to ETI’s revisions to the added leak detection system on the attached sheets.

**X**  
\_\_\_\_\_  
Kimberly A. Bogatz, AIA LEED AP BD+C  
HGM Associates Inc.

Attachments: M1.0A, E2.0A, E6.2





DATE ISSUED March 8, 2021

ASI # 25R

TO Ryan TerSteeg  
HGM Associates  
640 Fifth Avenue  
Council Bluffs, Iowa 51502-6427

PROJECT Courthouse Renovation  
Pottawattamie County, IA

ETI PROJECT # 2019-142

ASI BY Wyatt Wirges

CC Kim Bogatz, Shane Hoss

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the contract document without change in the contract sum or contract time. Proceeding with the work in accordance with these instructions indicates your acknowledgment that there will be no change in the contract sum or contract time.

General description of modification:

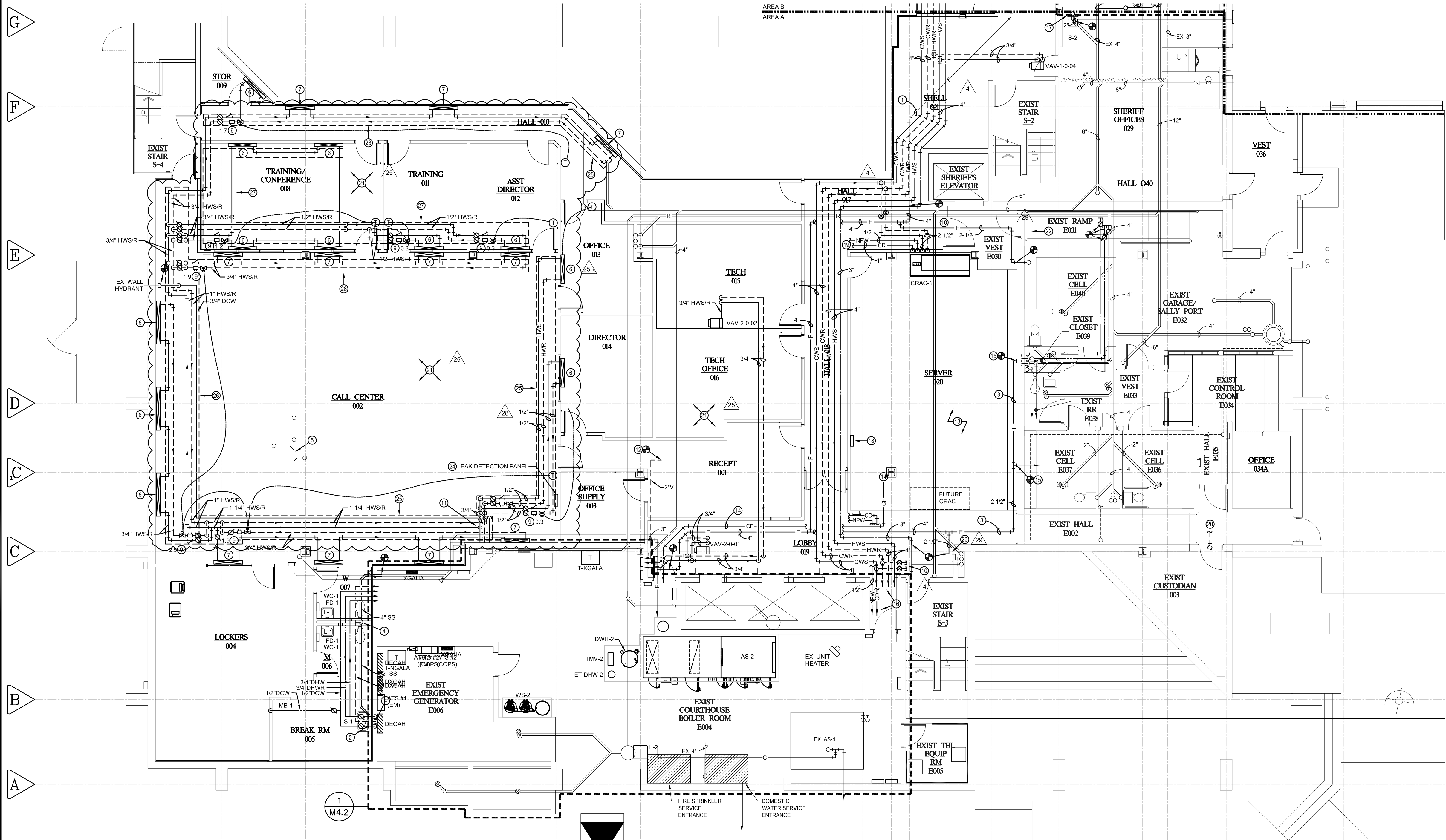
1. Sheet M1.0A – Ground Floor Mechanical Plan – Area A
  - a. Revised leak detection system to be four separate zones in lieu of entirety of underfloor distribution system. Replaces sheet previously issued in ASI #25.
2. Sheet E2.0A – Ground Floor Power Plan – Area A
  - a. Refer to sheet originally issued in ASI #25.
3. Sheet E6.2 – Electrical Schedules
  - a. Refer to sheet originally issued in ASI #25.

**GENERAL NOTES**

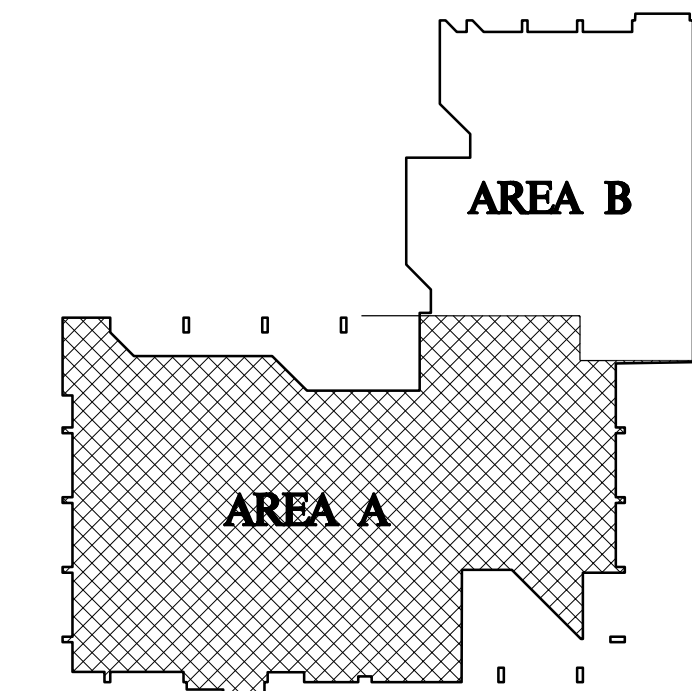
- A. EXISTING WORK SHOWN WAS OBTAINED USING FIELD VERIFICATION. NOT ALL EQUIPMENT AND DISTRIBUTION SYSTEMS MAY BE SHOWN. CONTRACTOR TO VERIFY ALL SYSTEMS AND EQUIPMENT PRIOR TO COMMENCING WORK. IF A DEVIATION BETWEEN EXISTING CONDITIONS AND NEW WORK IS FOUND, CONTRACTOR TO NOTIFY ENGINEER.
- B. EXISTING SPRINKLER HEADS IN OPEN AREAS SHALL REMAIN AND BE REVISITED TO MEET NFPA 13 REQUIREMENTS. SPRINKLER HEADS IN FINISHED AREAS SHALL BE REMOVED, REVISED, OR REPLACED TO MEET NEW FINISH AREA AND NFPA 13 REQUIREMENTS. SPRINKLER HEADS CURRENTLY IN EXPOSED AREAS SHALL BE REMOVED, REVISED, OR REPLACED TO MATCH NEW FINISHED CEILING AREA AS REQUIRED. SEE ARCHITECTURAL PLANS TO COORDINATE ALL CEILING TYPES, VERIFY EXACT LOCATION, SIZE, AND ALL OTHER REQUIREMENTS ON SITE.
- C. CONTRACTOR SHALL MAINTAIN FIRE AND SMOKE RATINGS AT PENETRATIONS THROUGH RATED WALLS. COORDINATE EXACT LOCATIONS WITH ARCHITECTURAL CODE PLAN.
- D. COORDINATE EXACT LOCATION OF ALL PIPING WITH LIGHTS, DUCTWORK, STRUCTURE, AND EQUIPMENT / FIXTURES.
- E. CONTRACTOR SHALL AVOID INSTALLING ANY PIPING ABOVE ELECTRICAL PANELS, DISCONNECTS, OR SWITCHBOARDS.
- F. SUPPORT ALL NEW HVAC EQUIPMENT FROM EXISTING STRUCTURE WITH "ALL THREAD" HANGING ROD.
- G. PROVIDE SHUT-OFF VALVE IN WATER PIPING AT EASILY ACCESSIBLE LOCATION BEFORE CONNECTION AT EQUIPMENT / FIXTURE.
- H. COORDINATE ALL REQUIRED SAW CUTTING FOR BELOW FLOOR PIPING WITH GENERAL CONTRACTOR. PATCH AND REPAIR FLOORING UPON INSTALLATION COMPLETION AND APPROVED INSPECTION.
- I. CONTRACTOR SHALL INSTALL THE RAISED FLOOR AND SEAL ALL RAISED FLOOR PENETRATIONS PER ARCHITECTURAL DRAWINGS. REFER TO SHEET AS-1 FOR CONSTRUCTION DETAILS.
- J. ALL THRU-WALL PENETRATIONS INTO THE SERVER ROOM 020 SHALL BE SEALED AIR-TIGHT WITH FIRE RATED CAULK.
- K. PATHWAYS FOR ALL EXPOSED UTILITIES SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION. INCLUDING BUT NOT LIMITED TO: FIRE SPRINKLERS, CONDUITS, DATA RACEWAYS, DUCTS, AND PIPES.
- L. REFER TO THE ARCHITECTURAL DRAWINGS FOR THE LOCATIONS OF RATED WALLS.
- M. CLEAN AGENT FIRE SUPPRESSION SYSTEM SHALL BE INSTALLED IN COMPLIANCE WITH NFPA 2001. STANDARD ON CLEAN AGENT FIRE SUPPRESSION SYSTEMS; NFPA 70 "NATIONAL ELECTRICAL CODE"; NFPA 72 "NATIONAL FIRE ALARM AND SIGNALING CODE". THE INTENT IS TO HAVE A COMPLETE CODE COMPLIANT CLEAN AGENT FIRE SUPPRESSION SYSTEM.
- N. CONTRACTOR SHALL INTERFACE THE CLEAN AGENT FIRE SUPPRESSION SYSTEM CONTROL PANEL INTO THE BUILDING FIRE ALARM SYSTEM.
- O. CONTRACTOR SHALL INSTALL AND PROVIDE MANUAL RELEASE SWITCHES, AUDIBLE ALARM, VISIBLE ALARM, INDICATION DEVICES, AND SMOKE DETECTORS AS REQUIRED TO COMPLY WITH THE APPLICABLE CODES.

**SHEET NOTES**

- 1. EXISTING SPRINKLER MAIN SHALL BE RE-USED WHERE POSSIBLE. NOT ALL PIPING IS SHOWN. ALL AREAS WITHIN SCOPE SHALL BE MODIFIED AS REQUIRED TO PROVIDE AN NFPA 13 COMPLIANT SYSTEM.
- 2. PROVIDE 2" CLEANOUT BELOW SANITARY TEE IN CABINET SPACE.
- 3. NEW FIRE SPRINKLER LINE SIZES INDICATED ARE BASED ON RECORD DESIGN DOCUMENTS AND FIELD OBSERVATIONS. FIRE SPRINKLER CONTRACTOR SHALL REVIEW AND CONFIRM SIZING REQUIRED TO INSTALL A NFPA 13 COMPLIANT SYSTEM.
- 4. REFER TO DETAIL 6MS.1 FOR PLUMBING RISER.
- 5. RELOCATE SANITARY SEWER PIPING AS TIGHT TO STRUCTURE AS POSSIBLE.
- 6. 4" X 6" LINEAR VAV FLOOR DIFFUSER W/ HEAT (FD-2). PROVIDE BRAIDED FLEXIBLE HOSE CONNECTION FROM PIPING TO HEATING COIL CONNECTIONS SAME SIZE AS COIL CONNECTION.
- 7. 4" X 6" LINEAR VAV FLOOR DIFFUSER W/ HEAT (FD-3). PROVIDE BRAIDED FLEXIBLE HOSE CONNECTION FROM PIPING TO HEATING COIL CONNECTIONS SAME SIZE AS COIL CONNECTION.
- 8. 6" X 6" LINEAR VAV FLOOR DIFFUSER W/ HEAT (FD-4). PROVIDE BRAIDED FLEXIBLE HOSE CONNECTION FROM PIPING TO HEATING COIL CONNECTIONS SAME SIZE AS COIL CONNECTION.
- 9. PROVIDE ISOLATION VALVES, STRAINER WITH HOSE CONNECTION, CONTROL VALVE, UNIONS FOR CONTROL VALVE SERVICE, AND BALANCING VALVE. TAB BALANCE VALVE TO FLOW (GPM) INDICATED ON PLAN.
- 10. 2-1/2" CWS/R VALVED AND CAPPED FOR FUTURE CRAC UNIT.
- 11. REFER TO FLOOR OBSTRUCTION BRIDGE DETAIL 17/A5.1 IF SUPPORT BRIDGING IS REQUIRED ON ANY PLENUM ROUTED PIPING. COORDINATE WITH GENERAL CONTRACTOR AS REQUIRED.
- 12. CONNECT TO EXISTING 2" VENT IN THIS VICINITY.
- 13. FIRE SPRINKLER CONTRACTOR SHALL INSTALL A SAPPHIRE CLEAN AGENT SYSTEM DEDICATED TO SERVER 020. REFER TO GENERAL NOTES FOR ADDITIONAL REQUIREMENTS.
- 14. CLEAN AGENT FIRE SUPPRESSION MAIN. FINAL ROUTING AND SIZING PER NFPA 2001.
- 15. RECONNECT TO EXISTING FIRE SPRINKLER PIPING AT THIS APPROXIMATE LOCATION. NEW FIRE SPRINKLER PIPING SHALL NOT BE INSTALLED IN SERVER 020. FIELD VERIFY ALL REQUIREMENTS ON SITE.
- 16. 4" CWS/R, 4" HWS/R, 1/2" NFW, AND 1" CD TO MECHANICAL ROOM.
- 17. 1/2" HW & CW DOWN IN WALL TO SERVE SINK S-2. REFER 2M4.1 FOR CONTINUATION.
- 18. CLEAN AGENT FIRE SUPPRESSION SYSTEM CONTROL PANEL.
- 19. 1/2" NON-POTABLE WATER AND 1" PUMPED CONDENSATE TO E004 BOILER ROOM.
- 20. RELOCATED VENT OUT OF SERVER ROOM ABOVE. CONNECT TO EXISTING VENT.
- 21. PROVIDE LEAK DETECTION FOR PIPING ROUTED IN THE UNDERFLOOR AIR DISTRIBUTION SYSTEM BY ZONE AS INDICATED AND INTEGRATED INTO THE LEAK DETECTION PANEL WITH ALARM INDICATION BY ZONE. THE LEAK DETECTION CABLES SHALL BE ROPE STYLE WATER DETECTORS EQUAL TO KELE WD-2P.
- 22. REPLACE EXISTING DAMAGED WASTE LINES IN HALL 040. REMOVE AND REPLACE BLOCK AS NEEDED FOR REPAIR.
- 23. REPLACE EXISTING DAMAGED WASTE LINES IN LOBBY 019. REMOVE AND REPLACE BLOCK AS NEEDED FOR REPAIR.
- 24. PROVIDE LEAK DETECTION PANELS EQUIPPED WITH LCD DISPLAY, AUDIBLE ALARMS, SILENCE SWITCH, ALARM OUTPUT, AND ETHERNET CONNECTION ALLOWING FOR BACNET INTERFACE. PANEL SHALL BE CAPABLE OF ALARMING BY ZONE. LCD PANEL SHALL BE EQUAL TO HONEYWELL WEB-HM7/C AND REMOTE ALARM INDICATION STATION SHALL BE EQUAL TO KELE RAD-1.
- 25. LEAK DETECTION SYSTEM ZONE #1.
- 26. LEAK DETECTION SYSTEM ZONE #2.
- 27. LEAK DETECTION SYSTEM ZONE #3.
- 28. LEAK DETECTION SYSTEM ZONE #4.



**KEY PLAN GROUND FLOOR**



**1 GROUND FLOOR MECHANICAL PLAN - AREA A**  
SCALE: 1/8" = 1'-0"



**ngm**  
ASSOCIATES INC.  
ENGINEERING ARCHITECTURE SURVEYING  
council bluffs omaha

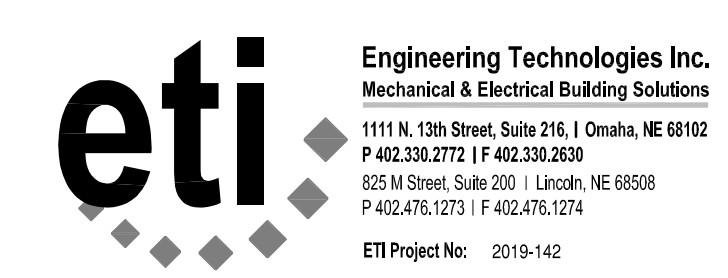
This drawing is being made available for use on this project in accordance with high professional standards. ngm Associates Inc. agrees to provide this service, high quality for the price, and to hold the client harmless for any part thereof except in accordance with the terms of the above agreement.

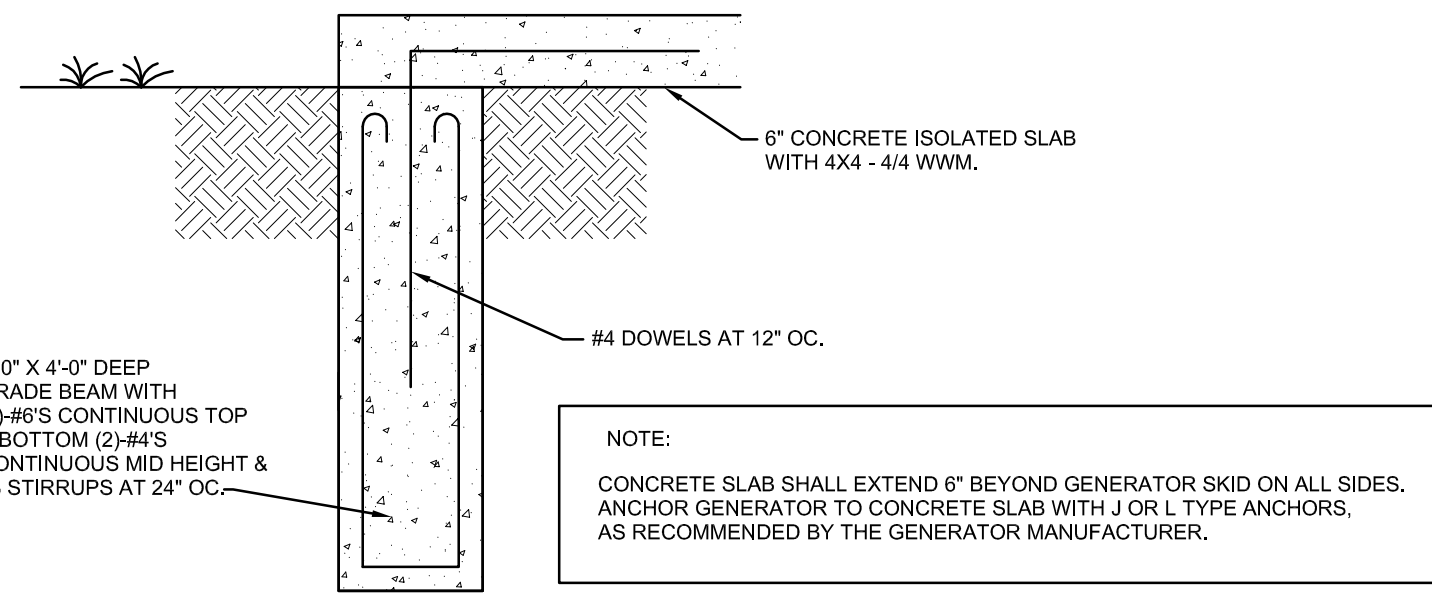
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drawn	4-24-20	revision
WTW	2-3-21	
designed	2-16-21	
DWS	2-17-21	
approved	2-17-21	
approved	2-17-21	
JUN 2020	3-8-21	

**POTTAWATTAMIE COUNTY, IOWA**  
**COURTHOUSE RENOVATION**  
227 SOUTH 6TH STREET  
COUNCIL BLUFFS, IOWA  
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS  
**GND FLR MECH PLAN - AREA A**

project 107419J  
sheet M1.0A

project no. 107419J  
sheet M1.0A





**2 GENERATOR PAD DETAIL**  
SCALE: 3/4" = 1'-0"

**VT METER PACK MOUNTING NOTES**

THE TOP ONE (1) FOOT OF SUB GRADE BENEATH THE SLAB SHALL BE THOROUGHLY COMPACTED TO 90% OF MAXIMUM DENSITY PER ASTM 0698.

IF THE TOP THREE (3) FEET OF SUB GRADE BENEATH THE SLAB IS SUSCEPTIBLE TO A HIGH WATER TABLE OR PERIODIC SATURATION, THE EXISTING SOIL SHALL BE EXCAVATED AND BACK FILLED WITH A CLEAN SAND OR GRAVEL AND THOROUGHLY COMPACTED TO 90% OF MAXIMUM DENSITY PER ASTM 02049 AND 01556.

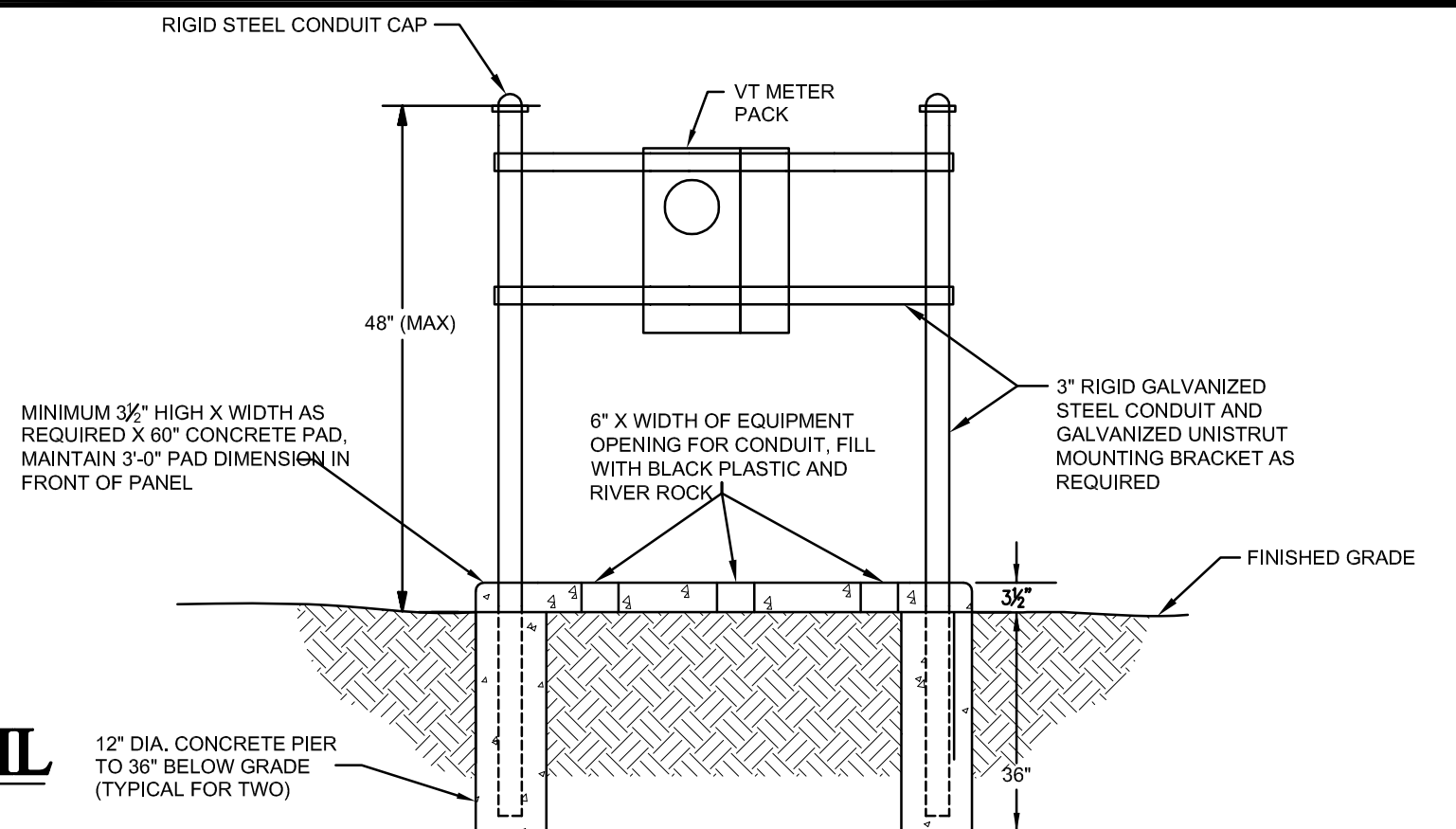
SLAB TO BE MADE OF SG-6 CONCRETE WITH A MINIMUM 28 DAY STRENGTH OF 3,000 PSI.

TOP OF SLAB MUST BE SMOOTH, FLAT, AND LEVEL.

ALL MATERIAL FURNISHED BY THE CUSTOMER SHALL EQUAL OR EXCEED THE STANDARDS AS SPECIFIED IN THE "NATIONAL ELECTRICAL CODE".

ALL CONDUITS ENTERING SLAB TO BE VERTICAL AND AT A 90° ANGLE WITH TOP OF SLAB.

**3 VT METER PACK MOUNTING DETAIL**  
SCALE: NONE

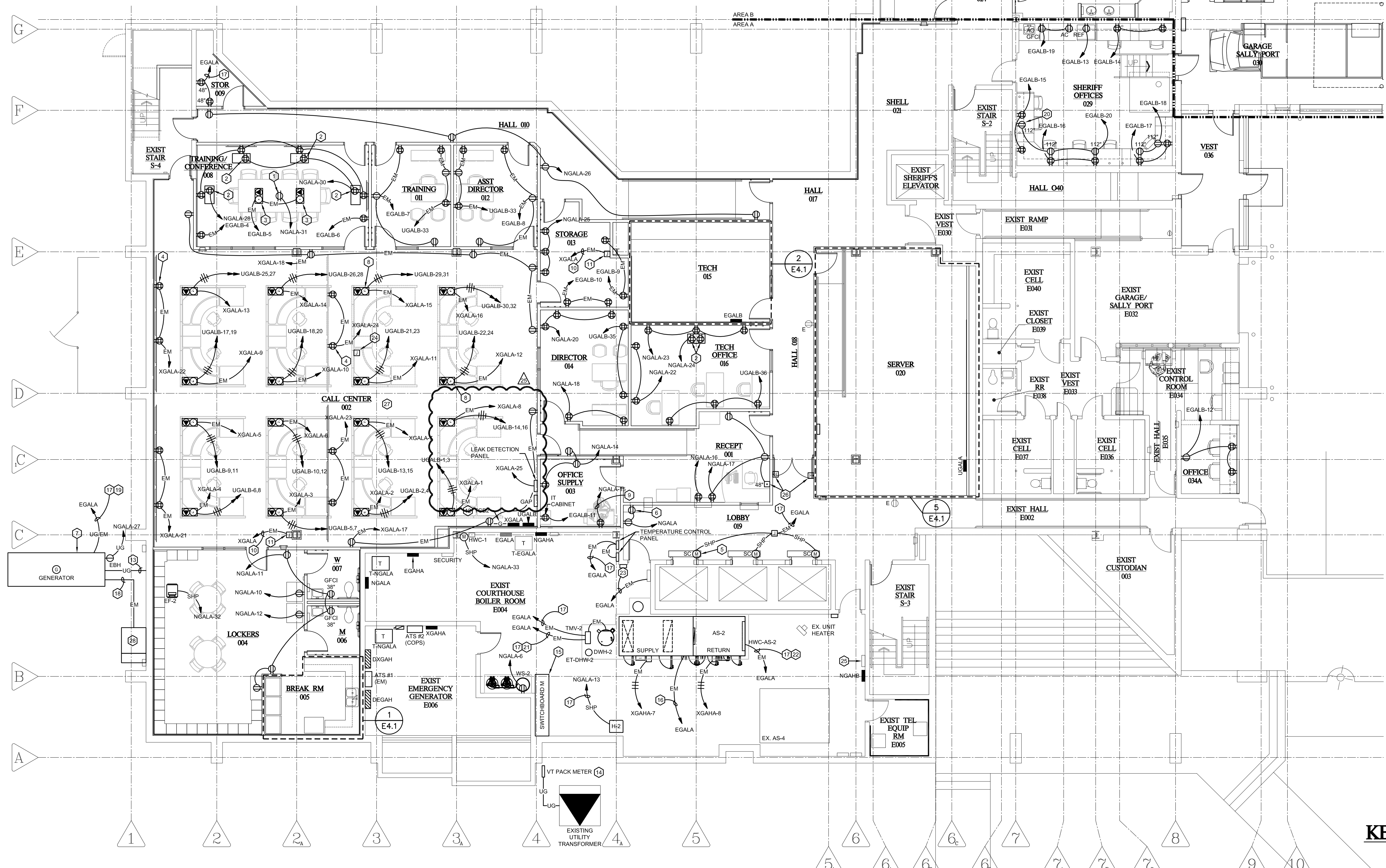


**GENERAL NOTES**

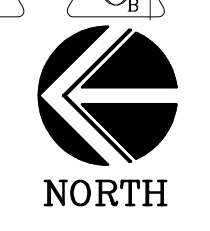
- PROVIDE TEMPORARY POWER, LIGHTING, AND HEATING AS REQUIRED FOR CONSTRUCTION. COORDINATE WITH THE GENERAL CONTRACTOR AND OTHER TRADES.
- FIRE SEAL ALL PENETRATIONS THROUGH FIRE RATED WALLS, CEILING AND FLOORS.
- COORDINATE LOCATION OF WIRING DEVICES, TELECOM OUTLETS, FIRE ALARM DEVICES, ETC. WITH MILLWORK, TILE LAYOUT, AND OTHER WALL FINISHES PRIOR TO ROUGH-IN.
- ALIGN ADJACENT WALL MOUNTED OUTLET BOXES FOR SWITCHES, THERMOSTATS, AND SIMILAR DEVICES. DEVICES SHALL BE ALIGNED VERTICALLY WHEN INSTALLED AT DIFFERING HEIGHTS AND INSTALL ALL ADJACENT DEVICES AT THE SAME HEIGHT TO CENTER. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN TRADES PRIOR TO ROUGH-IN.
- REFERENCE ARCHITECTURAL PLANS FOR RAISED FLOOR DETAILS.
- ALL EXISTING ANTENNAE WIRING SHALL REMAIN, PROTECT AND PROPERLY SUPPORT DURING ALL PHASES OF CONSTRUCTION.

**SHEET NOTES**

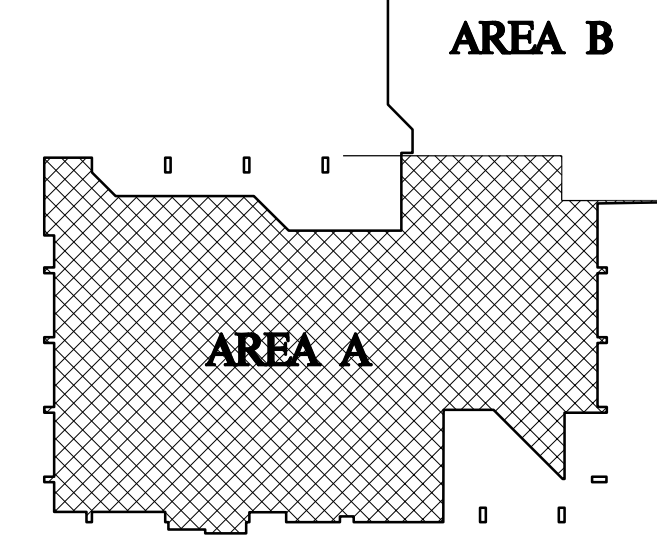
- PROVIDE CEILING MOUNTED DUPLEX OUTLET FOR PROJECTOR. COORDINATE EXACT LOCATION WITH OWNER PRIOR TO ROUGH-IN.
- 4-GANG AV WALLBOX, WIREMOLD EVOLUTION SERIES OR EQUAL WITH TWO (2) DUPLEX OUTLETS AND TELECOM BRACKETS. REFERENCE E3.0A. COORDINATE EXACT MOUNTING HEIGHT WITH WALL BACKING.
- FLUSH MOUNTED QUADRAPLEX FLOOR OUTLET.
- PROVIDE QUAD OUTLET AT TOP OF WALL FOR VIDEO DISPLAY MONITORS. COORDINATE MOUNTING HEIGHT WITH ARCHITECT/OWNER PRIOR TO ROUGH-IN.
- CONNECT TO LOCAL SMOKE DETECTOR AND FIRE ALARM SYSTEM PER MANUFACTURER'S INSTRUCTIONS (TYPICAL)
- RECEPTACLE FOR TIME STAMPER. COORDINATE EXACT LOCATION WITH OWNER PRIOR TO ROUGH-IN.
- DIESEL EMERGENCY GENERATOR SET. PROVIDE CONCRETE PAD FOR GENERATOR. REFERENCE DETAIL 2, THIS SHEET.
- MULTI-SERVICE ACCESS FLOOR BOX WIREMOLD EVOLUTION EP8455 WITH THREE (3) 30 AMP, TWIST LOCK OUTLETS, NEMA LS-30R, DEVICE PLATES, COMMUNICATION BRACKETS VOLTAGE DIVIDERS, AND FLANGED COVER. USE #10 AWG. COORDINATE EXACT LOCATION WITH OWNER AND FURNITURE INSTALLER PRIOR TO ROUGH-IN. (TYPICAL OF 911 CALL CENTER WORKSTATIONS).
- USE #10 AWG CONDUCTORS THROUGHOUT CIRCUIT.
- PROVIDE NEW 20A/1P BREAKER IN DESIGNATED PANEL. USE 2-#12 AWG CONDUCTORS AND #12 GROUND IN 3/4" CONDUIT.
- JUNCTION BOX UNDERFLOOR FOR CONTROLS POWER. COORDINATE WITH CONTROLS CONTRACTOR.
- REFERENCE GROUNDING ONE LINE DIAGRAM 2/E7.3.
- GENERATOR START AND BATTERY CHARGER CIRCUITS, INSTALL AT 30" BELOW FINISHED GRADE. REFERENCE RISER DIAGRAM, SHEET E7.2.
- VT METER PACK. REFERENCE ELECTRICAL RISER DIAGRAM, SHEET E7.2. SEE VT METER PACK MOUNTING DETAIL, THIS SHEET.
- NEW SWITCHBOARD MSB. REFERENCE ELECTRICAL RISER DIAGRAM, SHEET E7.2.
- CIRCUIT FOR CONTROLS, CONVENIENCE RECEPTACLE, AND INTERIOR LIGHTING. CONNECT TO SPARE 20A/1P BREAKER IN DESIGNATED PANEL.
- CONNECT TO SPARE 20A/1P BREAKER IN DESIGNATED PANEL.
- EMERGENCY FEEDER. REFERENCE ELECTRICAL RISER DIAGRAM, SHEET E7.2. INSTALL AT 36" BELOW FINISHED GRADE WITH RED WARNING TAPE AT 12".
- CIRCUIT FOR EMERGENCY LIGHTING PROVIDED WITH GENERATOR.
- PROVIDE RECEPTACLES FOR VIDEO DISPLAY MONITORS AT 112". COORDINATE EXACT LOCATION AND HEIGHT WITH ARCHITECT PRIOR TO INSTALLATION. (TYP FOR FIVE (5) IN THIS ROOM)
- CIRCUIT FOR DOMESTIC HOT WATER RECIRC PUMP. SEE MECHANICAL PLANS.
- CIRCUIT FOR PREHEAT COIL RECIRC PUMP. SEE MECHANICAL PLANS.
- CONNECT TO SPARE 20A/1P BREAKER IN DESIGNATED PANEL WITH LOCK-OFF DEVICE.
- APPROXIMATE LOCATION OF PULLBOX FOR PANEL L6 FEEDER.
- EXISTING EXTERIOR LIGHTING CONTACTOR, CONNECT TO SPARE BREAKER IN PANEL NGAHB.
- 120V MAGNETIC HOLD OPENS AND PUSH TO RELEASE BUTTON. FURNISHED WITH DOOR HARDWARE. PROVIDE LINE VOLTAGE CONNECTIONS AND ROUGH-IN.
- PROVIDE ACCESS FLOOR GROUNDING PER DETAIL 2, SHEET E5.1.
- GENERATOR DOCKING STATION. REFERENCE RISER DIAGRAM, SHEET E7.2.



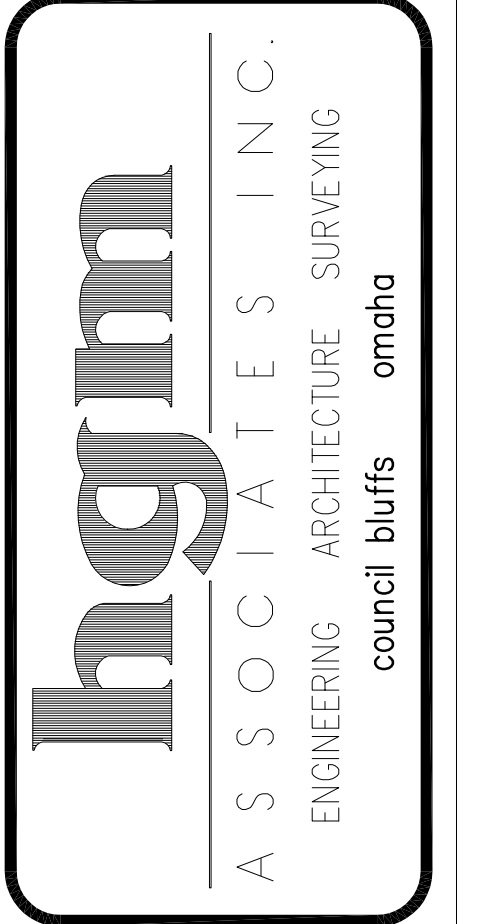
**1 GROUND FLOOR POWER PLAN - AREA A**  
SCALE: 1/8" = 1'-0"



EXISTING GENERATOR FUEL TANK SHALL NO LONGER BE USED. FUEL CAN BE RE-USED FOR NEW GENERATOR FUEL TANK. EXISTING FUEL TANK HAS A CAPACITY OF 4,000 GALLONS. ANY REMAINING FUEL SHALL BE DISPOSED OF IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS.



**KEY PLAN GROUND FLOOR**



This drawing is being made available for use on this project in accordance with high professional standards. The user of this drawing is responsible for its use. The user of this drawing is responsible for its use. The user of this drawing is responsible for its use.

CODE	DATE	REVISION
drawn	1-15-21	
designed	2-3-21	
approved		
date	JUN 2020	revision

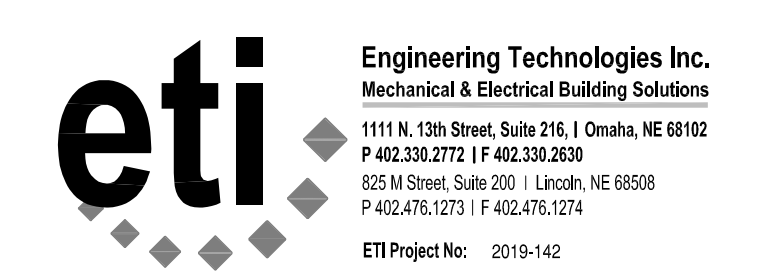
**POTTAWATTAMIE COUNTY, IOWA**  
**COURTHOUSE RENOVATION**  
227 SOUTH 6TH STREET  
COUNCIL BLUFFS, IOWA

**POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS**

**GND FLR POWER PLAN - AREA A**

project sheet

project no.  
**107419J**  
sheet  
**E2.0A**



SWITCHBOARD SCHEDULE													
SWBD MSB		VOLTAGE PHASE				100 KAC RMS				2500A MAIN BREAKER (NOTE 3)			
EST. MAX DEMAND 1,522 KVA		277 / 480V		3Ø		4 WIRE, SOLID NEUTRAL		CONDUCTORS		GND		CONDUIT	
CKT. NO.	SERVICES	LOAD (KVA)	BREAKER SIZE	POLES	NO.	PHASE	NO.	BREAKER SIZE	POLES	NO.	PHASE	NO.	REMARKS
1	EXIST PANEL P2	200	1200	3	12	3Ø	1	2	1,400	2	1,400	2	NOTE 1
2	EXIST PANEL H5	100	400	3	6	250	EXIST	1	2	2,500	NOTE 1		
3	PANEL NG4MB	50	250	3	4	250	THWN	4	1	2,500			
4	PANEL NG8HA	97	250	3	4	250	THWN	4	1	2,500			
5	PANEL NG4HA	124	400	3	8	30	THWN	3	2	2,000	NOTE 2		
6	T-NGALA	66	110	3	3	2	THWN	6	1	1,250			
7	T-ONGRI	74	225	3	3	40	THWN	4	1	2,500			
8	SPACE PROVISION	-	125	3	-	-	-	-	-	-	-	-	
9	SPACE PROVISION	-	125	3	-	-	-	-	-	-	-	-	
10	EXIST LOAD	30	100	3	-	-	-	-	-	-	-	NOTE 1	
11	EXIST PANEL H3	50	100	3	-	-	-	-	-	-	-	NOTE 1	
12	EXIST 2ND FLR XFMR	50	100	3	-	-	-	-	-	-	-	NOTE 1	
13	ATS #1 (EM)	521	800	3	8	600	THWN	10	2	3,500	NOTE 2		
14	ATS #2 (COPS)	150	400	3	8	30	THWN	3	2	2,000	NOTE 2		
15	FUTURE ADDITION	-	600	3	-	-	-	-	-	-	-	-	
16	SPACE PROVISION	-	125	3	-	-	-	-	-	-	-	-	
17	SPACE PROVISION	-	125	3	-	-	-	-	-	-	-	-	
18	SPACE PROVISION	-	250	3	-	-	-	-	-	-	-	-	
19	SPACE PROVISION	-	250	3	-	-	-	-	-	-	-	-	
20	SPACE PROVISION	-	400	3	-	-	-	-	-	-	-	-	

NOTES:  
1. CONNECT TO EXISTING FEEDER. EXTEND FEEDER AS REQUIRED.  
2. PROVIDE FULL SIZE GROUND IN EACH CONDUIT.  
3. PROVIDE GROUND FAULT PROTECTION, ARC ENERGY REDUCTION MEASURES PER THE NEC.

DISTRIBUTION PANEL SCHEDULE													
PANEL D5G4H		VOLTAGE PHASE				100 KAC RMS				800A MAIN BREAKER (SERVES EM (NOTE 3))			
EST. MAX DEMAND 521 KVA		277 / 480V		3Ø		4 WIRE, SOLID NEUTRAL		CONDUCTORS		GND		CONDUIT	
CKT. NO.	SERVICES	LOAD (KVA)	BREAKER SIZE	POLES	NO.	PHASE	NO.	BREAKER SIZE	POLES	NO.	PHASE	NO.	REMARKS
1	PANEL EG4HA	41	125	3	4	1	THWN	6	1	1,500			
2	PANEL ES4HA	88	250	3	4	250	THWN	4	1	2,500			
3	EXIST 2ND FLR DISC	60	125	3	4	1	THWN	6	1	1,500	NOTE 1		
4	PANEL EG8HA	79	250	3	4	250	THWN	4	1	2,500			
5	EXIST TEG4LA	47	100	3	3	THWN	6	1	1,250	NOTE 1			
6	CHILLER ACH-1	200	300	3	-	-	-	-	-	-	-	NOTE 2	
7	FUTURE ADDITION	-	125	3	-	-	-	-	-	-	-	-	
8	SPARE	-	125	3	-	-	-	-	-	-	-	-	
9	SPARE	-	125	3	-	-	-	-	-	-	-	-	
10	SPD	-	60	3	-	-	-	-	-	-	-	-	

NOTES:  
1. CONNECT TO EXISTING FEEDER. EXTEND FEEDER AS REQUIRED.  
2. SEE EQUIPMENT CONNECTION SCHEDULE FOR FEEDER INFORMATION.  
3. MAIN BREAKER SHALL INCLUDE GROUND FAULT PROTECTION.

PANEL SCHEDULE													
PANEL EG4HA (EM)		VOLTAGE PHASE				22 KAC RMS				125 A MAIN LUGS SURFACE MOUNTED			
LOAD DESCRIPTION		LOAD (KVA)	BREAKER SIZE	POLES	NO.	PHASE	NO.	BREAKER SIZE	POLES	NO.	PHASE	NO.	LOAD DESCRIPTION
EXISTING LIGHTING	1,200	L	1	20	1	A	2	20	1	L	800	EXISTING LIGHTING	
EXISTING LIGHTING	1,200	L	1	20	3	B	4	20	1	L	800	EXISTING LIGHTING	
EXISTING LIGHTING	1,200	L	1	20	5	C	6	20	1	L	800	EXISTING LIGHTING	
EXISTING LIGHTING	1,200	L	1	20	7	A	8	20	1	L	800	EXISTING LIGHTING	
EXISTING LIGHTING	1,200	L	1	20	9	B	10	20	1	L	800	EXISTING LIGHTING	
SPARE	2,000	S	1	20	11	C	12	20	1	S	2,000	LIGHTING	
SPARE	2,000	S	1	20	13	A	14	20	1	S	2,000	EXIST LIGHTING	
SPARE	2,000	S	1	20	15	B	16	20	1	S	2,000	EXIST LIGHTING	
SPARE	2,000	S	1	20	17	C	18	20	1	S	2,000	SPARE	
SPARE	2,000	S	1	20	19	A	20	20	1	S	2,000	SPARE	
SPARE	2,000	S	1	20	21	B	22	20	1	S	2,000	SPARE	
SPARE	2,000	S	1	20	23	C	24	20	1	S	2,000	SPARE	
SPARE	2,000	S	1	20	25	A	26	20	1	S	2,000	SPARE	
SPARE	2,000	S	1	20	27	B	28	20	1	S	2,000	SPARE	
SPARE	2,000	S	1	20	29	C	30	20	1	S	2,000	SPARE	
SPACE ONLY	-	-	-	1	20	31	A	32	20	1	-	-	SPACE ONLY
SPACE ONLY	-	-	-	1	20	33	B	34	20	1	-	-	SPACE ONLY
SPACE ONLY	-	-	-	1	20	35	C	36	20	1	-	-	SPACE ONLY
SPACE ONLY	-	-	-	1	20	37	A	38	20	1	-	-	SPACE ONLY
SPACE ONLY	-	-	-	1	20	39	B	40	20	1	-	-	SPACE ONLY
SPACE ONLY	-	-	-	1	20	41	C	42	20	1	-	-	SPACE ONLY

LOAD INFORMATION: KVA 110, AMPS 500  
TOTAL CONNECTED LOAD 110, EST. MAX DEMAND 41, 49

NOTES:  
1.

PANEL SCHEDULE													
PANEL NG4LA		VOLTAGE PHASE				22 KAC RMS				225 A MAIN BREAKER SURFACE MOUNTED			
LOAD DESCRIPTION		LOAD (KVA)	BREAKER SIZE	POLES	NO.	PHASE	NO.	BREAKER SIZE	POLES	NO.	PHASE	NO.	LOAD DESCRIPTION
EXIST PANEL L5	6,000	P	-	-	3	100	1	A	2	20	1	X	800
EXIST ELEV FIT	6,000	P	-	-	3	100	1	A	2	20	1	X	800
EXIST OUTSIDE LIT	6,000	P	-	-	3	100	1	A	2	20	1	X	800
EXIST GEN FLUG	1,200	R	1	20	7	A	8	20	1	S	1,000	SPARE	
EXIST GEN FLUG	1,200	R	1	20	9	B	10	20	1	S	1,000	VENDING (NOTE 2)	
RECEPTACLES	800	R	1	20	11	C	12	20	1	R	1,200	RECEPTACLES	
H3	200	M	1	20	13	A	14	20	1	R	600	RECEPTACLES	
PRINT/COPI	1,200	R	1	20	15	B	16	20	1	R	800	RECEPTACLES	
RECEPTACLES	800	R	1	20	17	C	18	20	1	R	800	RECEPTACLES	
UC LIGHTING	800	L	1	20	19	A	20	20	1	R	1,200	RECEPTACLES	
UC LIGHTING	800	L	1	20	21	B	22	20	1	R	800	RECEPTACLES	
RECEPTACLES	1,200	R	1	20	23	C	24	20	1	R	800	RECEPTACLES	
RECEPTACLES	1,200	R	1	20	25	A	26	20	1	R	600	RECEPTACLES	
EBH	800	R	1	20	27	B	28	20	1	R	800	RECEPTACLES	
SPARE	1,000	S	1	20	29	C	30	20	1	R	800	RECEPTACLES	
PROJECTOR	1,000	R	1	20	31	A	32	20	1	M	500	EF-2	
HWC-1	500	X	1	20	33	B	34	20	1	R	400	RECEPTACLES	
RECEPTACLES	1,200	R	1	20	35	C	36	20	1	R	400	RECEPTACLES	
VENDING (NOTE 1)	1,200	R	1	20	37	A	38	20	1	R	1,200	REFRIGERATOR	
REFRIGERATOR	1,200	R	1	20	39	B	40	20	1	X	800	EXISTING LOAD	
EXISTING LOAD	800	X	1	20	41	C	42	20	1	X	800	EXISTING LOAD	
EXISTING LOAD	800	X	1	20	43	A	44	20	1	X	800	EXISTING LOAD	
EXISTING LOAD	800	X	1	20	45	B	46	20	1	S	1,000	SPARE	
SPARE	1,000	S	1	20	47	C	48	20	1	S	1,000	SPARE	
SPARE	1,000	S	1	20	49	A	50	100	3	P	6,000	EXIST PANEL L6	
SPARE	1,000	S	1	20	51	B	52	-	-	-	-	-	
SPARE	1,000	S	1	20	53	C	54	-	-	-	-	-	

LOAD INFORMATION: KVA 166, AMPS 719  
TOTAL CONNECTED LOAD 77, 213  
EST. MAX DEMAND 66, 184

NOTES:  
1. USE EXISTING GFCCI BREAKER.

PANEL SCHEDULE													
PANEL UG4LA (COPS)		VOLTAGE PHASE				22 KAC RMS				225 A MAIN LUGS SURFACE MOUNTED			
LOAD DESCRIPTION		LOAD (KVA)	BREAKER SIZE	POLES	NO.	PHASE	NO.	BREAKER SIZE	POLES	NO.	PHASE	NO.	LOAD DESCRIPTION
RACK #1	200	R	-	-	3	B	4	-	-	R	200	-	RACK #2
RACK #1	200	R	-	-	5	C	6	-	-	R	200	-	RACK #2
RACK #1	200	R	3	30	7	A	15	30	3	R	200	-	RACK #2
RACK #1	200	R	-	-	9	B	10	-	-	R	200	-	RACK #2
RACK #1	200	R	-	-	11	C	12	-	-	R	200	-	RACK #2
RACK #3	200	R	3	30	13	A	14	30	3	R	200	-	RACK #4
RACK #3	200	R	-	-	15	B	16	-	-	R	200	-	RACK #4
RACK #3	200	R	-	-	17	C	18	-	-	R	200	-	RACK #4
RACK #3	200	R	3	30	19	A	20	30	3	R	200	-	RACK #4
RACK #3	200	R	-	-	21	B	22	-	-	R	200	-	RACK #4
RACK #3	200	R	-	-	23	C	24	-	-	R	200	-	RACK #4
RACK #5	200	R	3	30	25	A	26	20	1	R	1,000	VIPER RACK	
RACK #5	200	R	-	-	27	B	28	20	1	-	-	SPACE ONLY	
RACK #5	200	R	-	-	29	C	30	20	1	-	-	SPACE ONLY	
RACK #5	200	R	3	30	31	A	32	20	1	R	800	RECEPTACLE	
RACK #5	200	R	-	-	33	B	34	20	1	R	800	RECEPTACLE	
RACK #5	200	R	-	-	35	C	36	20	1	R	800	RECEPTACLE	
FIBER RACK	1,000	R	1	20	37	A	38	20	1	R	900	RECEPTACLE	
FIBER RACK	1,000	R	1	20	39	B	40	20	1	S	1,000	SPARE	
SPACE ONLY	-	-	-	1	20	41	C	42	20	1	-	-	SPACE ONLY
SPACE ONLY	-	-	-	1	20	43	A	44	20	1	-	-	SPACE ONLY
SPACE ONLY	-	-	-	1	20	45	B	46</					

**Jason Slack/Director, Buildings & Grounds**

**Discussion and/or decision to approve:**

**CRC 049 – Door 018 Hardware Changes  
(Comm. Center)**



General Contractor's Cost Summary

PROJECT: Pottawattamie County, Iowa - Courthouse Renovation PROJECT NUMBER: 107419J
CONTRACTOR: Ronco Construction DATE: 3/4/2021

Contractor's Request for Change (CRC) # and Description: CRC 049 - Door 018 Hardware Changes
Reference: ASI # and Description: ASI 026 - Door 018 Hardware Changes
RFI # and Description:

Approval checkboxes for Approved and Declined. Signature line for Kimberly A. Bogatz, AIA dated 3-9-21.

NOTE: This form, all Subcontractor/Material Supplier cost summary forms (if appropriate), itemized accountings and appropriate supporting data must be attached to any claim or contractor's request for change proposal for approval.

General Contractor Self Performed Work

- 1. Material supplied by General Contractor
2. General Contractor's Labor
3. Equipment
4. Subtotal (lines 1, 2 and 3)
5. Overhead and Profit (15% of line 4)
6. Total of General Contractor Self Performed Work

Subcontractor Installation/Work on Site

\* (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)

- 7. Subcontractor's cost summary (include but are not limited to the following:)
a. Mason
b. Drywaller
c. Roofer
d. Flooring
e. Painter
f. Plumber
g. HVAC
h. Electrician
i. Other
j. Other
k. Other
l. Other
m. Other
8. Total Subcontractor's Cost (all lines under 7)
9. General Contractor's Overhead and Profit on Subcontractor's Work (5% of line 8)
10. Total of Subcontractor Installation/Work on Site (lines 8 and 9)

CONTRACTOR'S COST SUMMARY

CRC # \_\_\_\_\_

Project Name: Pottawattamie County, Iowa - Courthouse Renovation

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

Page 2 of 2

**Material Supplier/Subcontractor Providing Materials Manufactured Off Site for General Contractor to Install On Site**

**\* (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)**

11.	Materials Supplied by Sub or Material Supplier (include but are not limited to the following)	
	a. Structural Steel.....	_____
	b. Interior Architectural Woodwork.....	_____
	c. Doors.....	3,723.17
	d. Windows.....	_____
	e. Hardware.....	_____
	f. Other _____	_____
	g. Other _____	_____
	h. Other _____	_____
	i. Other _____	_____
12.	Subtotal of Materials Supplied.....	\$3,723.17
13.	General Contractor's Overhead and Profit (5% of line 12) .....	\$186.16
14.	<b>Total of Materials Supplied by Subcontractor/Material Supplier .....</b>	<b>\$3,909.33</b>
15.	Material Supplied by General Contractor.....	_____
16.	General Contractor's Labor.....	_____
17.	Equipment .....	_____
18.	Subtotal (lines 15, 16, and 17).....	_____
19.	Overhead and Profit (15% of line 18).....	_____
20.	<b>Total of General Contractor (lines 18 and 19).....</b>	<b>_____</b>
<hr/>		
21.	<b>Subtotal (lines 6, 10, 14, and 20)</b>	<b>\$3,909.33</b>
22.	<b>Bond at <u>\$39.09</u> and Insurance at <u>\$39.09</u></b>	<b>\$78.19</b>
23.	<b>Total Contractors Request for Change (CRC) (lines 21 and 22)</b>	<b>\$3,987.52</b>



Walsh Door & Security  
2600 Delaware Ave  
Des Moines, IA 50317  
Tel: 515-262-9822 Fax: 515-262-8315

# Quote

Quote # : **427162**  
Quote Date : **Feb 23, 2021**  
Expiration Date : **May 24, 2021**

Customer:  
Ronco Construction Company, Inc.  
1717 N 74th St.  
Omaha, NE 68114

Ship To:  
Ronco Construction Company, Inc.  
1717 N 74th St.  
Omaha, NE 68114

Tel: 402-397-9109 Fax: 402-397-8799

Account Code : 2777  
Terms : Net15  
Customer Job # : 1-20135  
Salesperson : Benton Welling  
Order Name : 1-20135 - ASI 026 - Modify Hardware 018 for Card Access  
Purchase Order # : 1-20135  
Shipped Via :

Supply and install electric hinges and motor kits.  
DPS & Power Supply Installed by others.  
Connections and intergrating by others.

**Qty Product Description**

- 2 Electric Hinge TEF2+4C26D450HW US26D
- 2 Motor Assembly Kit M56A F 32D
- 2 Door Position Switch DPS-M-GY
- 1 Power Supply BPS-24-2
- 1 Field Labor **\$920.00 total for labor**

Pre-Tax Total	:	3,723.17
A100 - OUT OF STATE EXEMPT SALES	:	0.00
<b>Quote Total</b>	<b>:</b>	<b>3,723.17</b>

The above prices are quoted subject to acceptance prior to expiration date listed above and credit approval by an officer of our company. State and local taxes are not included unless specifically noted. Material will be billed proportionately as shipped. Full amount of invoice due when rendered, retainage is not acceptable. On shipments made by common carrier consigned to the customer, all claims for damages in transit must be filed by consignee. We do not include cost of unloading, storage or protection of material at jobsite. Credit card fees may apply.





## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

Project: Pottawattamie County, Iowa – Courthouse Renovation

HGM Project Number: 107419J

Approved By:


Sent to:

Owner  
Architect  
Contractor  
Field  
Other


Owner: Pottawattamie County Board of Supervisors

To Contractor: Ronco Construction Company Inc.

Supplemental Instruction No: **ASI 026 Door 018 Hardware Changes**

Date: **February 09, 2021**

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Time. If there is a change in Contract Time or Cost, submit a Cost Summary on the Architect's Form, along with backup information with any change in contract time, before proceeding with the Work.

### DESCRIPTION:

1. Use revised Hardware Set No. 6 for door 018 on the attached sheet.
2. Sheet E2.0A
  - Provide Access Control rough-in for Door 018. Field coordinate with Security Vendor.

X

Kimberly A. Bogatz, AIA LEED AP BD+C  
HGM Associates Inc.

Attachments: Hardware Set No. 6

**HARDWARE SET NO. 6  
(DOOR NO. 018)**

4	Each	Hinges	Reuse Existing	
2	Each	Electrified Hinges	BB1168 ETW-8 4.5 x 4.5	US26D
2	Each	Lever Trims / Cylinders	Reuse Existing	
2	Each	Elec SVR Exit Devices	55 56 NB8710 (device only)	US32D
2	Each	Closers	Reuse Existing	
2	Each	Kick Plates	Reuse Existing	
2	Each	Wall Magnets	Deleted	
1	Each	Momentary Switch	Reuse Existing	
1	Each	Power Supply	BPS-24-2	
2	Each	Door Position Switch	DPS-W-GY	
1	Each	Card Reader	By Owner	

Operational Description: Doors are normally closed and secure. Free egress at all times. Latchbolt retracted by key override from the outside, via valid card read applying power to electric latch retraction, or by momentary switch located at receptionist desk for remote release. Upon loss of power opening will fail secure.

Installer note: Electric raceway will need drilled in hinge leaf of door and frame for new wire runs. Exit device will have molex connector that is not compatible with hinge type so wire runs will be hardwired on site. Current momentary switch will need rewired from use with wall magnets to be used with access control instead. Door and frame will need drilled on site for DPS.

**Jason Slack/Director, Buildings & Grounds**

**Discussion and/or decision to approve:**

**CRC 050 – Lobby 019 Ceiling**



## General Contractor's Cost Summary

PROJECT: Pottawattamie County, Iowa - Courthouse Renovation PROJECT NUMBER: 107419J  
 CONTRACTOR: Ronco Construction DATE: 3/5/2021

Contractor's Request for Change (CRC) # and Description: CRC 050 - Lobby 019 Ceiling  
 Reference: ASI # and Description: ASI #30 - Lobby 019 Ceiling  
 RFI # and Description

<input type="checkbox"/> <b>Approved</b>	<input type="checkbox"/> <b>Declined</b>
<hr/>	
OWNER	Date
<input checked="" type="checkbox"/> <b>Approved</b>	<input type="checkbox"/> <b>Declined</b>
<hr/>	
 Kimberly A. Bogatz, AIA	<u>3-8-21</u> Date

**NOTE:** This form, all Subcontractor/Material Supplier cost summary forms (if appropriate), itemized accountings and appropriate supporting data must be attached to any claim or contractor's request for change proposal for approval.

### General Contractor Self Performed Work

1. Material supplied by General Contractor.....
2. General Contractor's Labor.....
3. Equipment .....
4. Subtotal (lines 1, 2 and 3).....
5. Overhead and Profit (15% of line 4).....
6. **Total of General Contractor Self Performed Work**.....

### Subcontractor Installation/Work on Site

\* (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)

7. Subcontractor's cost summary (include but are not limited to the following:):
  - a. Mason .....
  - b. Drywaller ..... 708.00
  - c. Roofer .....
  - d. Flooring .....
  - e. Painter .....
  - f. Plumber .....
  - g. HVAC .....
  - h. Electrician .....
  - i. Other .....
  - j. Other .....
  - k. Other .....
  - l. Other .....
  - m. Other .....
8. **Total Subcontractor's Cost (all lines under 7)**..... **\$708.00**
9. General Contractor's Overhead and Profit on Subcontractor's Work (5% of line 8) ..... \$35.40
10. **Total of Subcontractor Installation/Work on Site (lines 8 and 9)**..... **\$743.40**

CONTRACTOR'S COST SUMMARY

CRC # \_\_\_\_\_

Project Name: Pottawattamie County, Iowa - Courthouse Renovation

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

Page 2 of 2

**Material Supplier/Subcontractor Providing Materials Manufactured Off Site for General Contractor to Install On Site**

**\* (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)**

- 11. Materials Supplied by Sub or Material Supplier (include but are not limited to the following)
  - a. Structural Steel.....
  - b. Interior Architectural Woodwork.....
  - c. Doors.....
  - d. Windows.....
  - e. Hardware.....
  - f. Other \_\_\_\_\_
  - g. Other \_\_\_\_\_
  - h. Other \_\_\_\_\_
  - i. Other \_\_\_\_\_
- 12. Subtotal of Materials Supplied.....
- 13. General Contractor's Overhead and Profit (5% of line 12) .....
- 14. **Total of Materials Supplied by Subcontractor/Material Supplier** .....
- 15. Material Supplied by General Contractor.....
- 16. General Contractor's Labor.....
- 17. Equipment .....
- 18. Subtotal (lines 15, 16, and 17).....
- 19. Overhead and Profit (15% of line 18).....
- 20. **Total of General Contractor (lines 18 and 19)**.....

<b>21.</b>	<b>Subtotal (lines 6, 10, 14, and 20)</b>	<b>\$743.40</b>
<b>22.</b>	<b>Bond at <u>    \$7.43    </u> and Insurance at <u>    \$7.43    </u></b>	<b>\$14.87</b>
<b>23.</b>	<b>Total Contractors Request for Change (CRC) (lines 21 and 22)</b>	<b>\$758.27</b>

# Johnson Drywall Company, Inc.

301 East First Street - Papillion, NE 68046

Ph (402) 592-0079 Fax (402) 592-3820

Change Proposal Request #

14

Project Name: Pott. Co. Courthouse Reno  
Project Address: 227 S. 6th St - CB, IA  
Date: 2/19/2021

Submitted To: Ronco Construction  
Attn: Nate/Jimmy  
Fax Number: \_\_\_\_\_

Description of Change: ASI#30: Lobby 019 Ceiling (Reframe already framed ceiling/deduct drywall&finish/add ATC-1)

## Material:

1) <u>ATC-1 Grid/Pads</u>	160	Units @	\$2.25	\$360.00
2) <u>GWB 5/8" FR w/ Finish</u>	(180)	Units @	\$0.50	(\$90.00)
3) _____	0	Units @	\$0.00	\$0.00
4) _____	0	Units @	\$0.00	\$0.00
5) _____	0	Units @	\$0.00	\$0.00
6) _____	0	Units @	\$0.00	\$0.00
7) _____	0	Units @	\$0.00	\$0.00

Material Subtotal \$270.00      \$270.00

## Labor:

1) <u>Carpenter - ATC</u>	4	Hours @	\$32.00	\$128.00
2) <u>Carpenter - Reframing</u>	12	Hours @	\$32.00	\$384.00
3) <u>Carpenter - GWB</u>	(2)	Hours @	\$32.00	(\$64.00)
4) <u>Finisher - GWB</u>	(6)	Hours @	\$32.00	(\$192.00)

Labor Subtotal \$256.00      \$256.00

## Subcontractor:

1) _____	0	Lump Sum @	\$0.00	\$0.00
2) _____	0	Lump Sum @	\$0.00	\$0.00

Subcontractor Subtotal \$0.00      \$0.00

## Equipment:

1) _____	0	Lump Sum @	\$0.00	\$0.00
2) _____	0	Lump Sum @	\$0.00	\$0.00

Equipment Subtotal \$0.00      \$0.00

## Markups:

Sales Tax on Material	0.00%	\$0.00
Sales Tax on Equipment	7.00%	\$0.00
Burden on Labor	35.00%	\$89.60

Overhead & Profit (Material)	15.00%	\$615.60	\$615.60
Overhead & Profit (Labor)	15.00%		\$40.50
Overhead & Profit (Subcontractor)	10.00%		\$51.84
Overhead & Profit (Equipment)	15.00%		\$0.00

Bond	0.00%		\$707.94
			\$0.00

**\$708**



# ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

Project: Pottawattamie County, Iowa – Courthouse Renovation

HGM Project Number: 107419J

Approved By:


Sent to:

**Owner**  
**Architect**  
**Contractor**  
**Field**  
**Other**


Owner: Pottawattamie County Board of Supervisors

To Contractor: Ronco Construction Company Inc.

Supplemental Instruction No: **ASI 030 Lobby 019 Ceiling**

Date: **February 24, 2021**

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Time. If there is a change in Contract Time or Cost, submit a Cost Summary on the Architect's Form, along with backup information with any change in contract time, before proceeding with the Work.

**DESCRIPTION:**

1. On the Ground Floor at Elevator Lobby 019 change the GPDW ceiling outlined in red to be an APC ceiling.

**X**  
\_\_\_\_\_  
Kimberly A. Bogatz, AIA LEED AP BD+C  
HGM Associates Inc.

Attachments:





**Jason Slack/Director, Buildings & Grounds**

**Discussion and/or decision to approve:**

**CRC 051 – Waste Line Repairs**



## General Contractor's Cost Summary

PROJECT: Pottawattamie County, Iowa - Courthouse Renovation PROJECT NUMBER: 107419J  
 CONTRACTOR: Ronco Construction DATE: 3/8/2021

Contractor's Request for Change (CRC) # and Description: CRC 051 - Repair Waste Line  
 Reference: ASI # and Description: ASI #029 Repair Waste Line  
 RFI # and Description

<input type="checkbox"/> <b>Approved</b>	<input type="checkbox"/> <b>Declined</b>
<hr/>	
OWNER	Date
<input type="checkbox"/> <b>Approved</b>	<input type="checkbox"/> <b>Declined</b>
<hr/>	
<hr/>	<hr/>
Kimberly A. Bogatz, AIA	Date

**NOTE:** This form, all Subcontractor/Material Supplier cost summary forms (if appropriate), itemized accountings and appropriate supporting data must be attached to any claim or contractor's request for change proposal for approval.

### General Contractor Self Performed Work

1.	Material supplied by General Contractor.....	\$1,990.00
2.	General Contractor's Labor.....	\$21,663.00
3.	Equipment .....	\$1,635.20
4.	Subtotal (lines 1, 2 and 3).....	\$25,288.20
5.	Overhead and Profit (15% of line 4).....	\$3,793.23
6.	<b>Total of General Contractor Self Performed Work.....</b>	<b>\$29,081.43</b>

### Subcontractor Installation/Work on Site

\* (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)

7.	Subcontractor's cost summary (include but are not limited to the following:)	
	a. Mason .....	_____
	b. Drywaller .....	_____
	c. Roofer .....	_____
	d. Flooring .....	_____
	e. Painter .....	_____
	f. Plumber .....	39,858.00
	g. HVAC .....	_____
	h. Electrician .....	_____
	i. Other _____ .....	_____
	j. Other _____ .....	_____
	k. Other _____ .....	_____
	l. Other _____ .....	_____
	m. Other _____ .....	_____
8.	<b>Total Subcontractor's Cost (all lines under 7).....</b>	<b>\$39,858.00</b>
9.	General Contractor's Overhead and Profit on Subcontractor's Work (5% of line 8)	\$1,992.90
10.	<b>Total of Subcontractor Installation/Work on Site (lines 8 and 9).....</b>	<b>\$41,850.90</b>

CONTRACTOR'S COST SUMMARY

CRC # \_\_\_\_\_

Project Name: Pottawattamie County, Iowa - Courthouse Renovation

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

Page 2 of 2

**Material Supplier/Subcontractor Providing Materials Manufactured Off Site for General Contractor to Install On Site**

**\* (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)**

- 11. Materials Supplied by Sub or Material Supplier (include but are not limited to the following)
  - a. Structural Steel.....
  - b. Interior Architectural Woodwork.....
  - c. Doors.....
  - d. Windows.....
  - e. Hardware.....
  - f. Other \_\_\_\_\_
  - g. Other \_\_\_\_\_
  - h. Other \_\_\_\_\_
  - i. Other \_\_\_\_\_
- 12. Subtotal of Materials Supplied.....
- 13. General Contractor's Overhead and Profit (5% of line 12) .....
- 14. **Total of Materials Supplied by Subcontractor/Material Supplier** .....
- 15. Material Supplied by General Contractor.....
- 16. General Contractor's Labor.....
- 17. Equipment .....
- 18. Subtotal (lines 15, 16, and 17).....
- 19. Overhead and Profit (15% of line 18).....
- 20. **Total of General Contractor (lines 18 and 19)**.....

<b>21.</b>	<b>Subtotal (lines 6, 10, 14, and 20)</b>	<b><u>\$70,932.33</u></b>
<b>22.</b>	<b>Bond at <u>\$709.32</u> and Insurance at <u>\$709.32</u></b>	<b><u>\$1,418.65</u></b>
<b>23.</b>	<b>Total Contractors Request for Change (CRC) (lines 21 and 22)</b>	<b><u>\$72,350.98</u></b>



CHANGE PROPOSAL  
REQUEST (CPR)

To: Kimberly Bogatz  
HGM Associates  
[kbogatz@hgmonline.com](mailto:kbogatz@hgmonline.com)

Date: March 8, 2021

Ronco Project Number: 8204

From: Nate Bledsoe  
Ronco Construction Company, Inc.  
[nateb@roncoomaha.com](mailto:nateb@roncoomaha.com)

Permit Number:

Architect: HGM

RE: Pottawattamie County Courthouse Renovation  
Subject: CRC 051 - Repair Waste Line

No.	Description	Labor	Material	Sub.	Equip.	Total
1	Set up and remove scaffolding.	\$ 5,040.00			\$ 1,200.00	\$ 6,240.00
2	Block removal and replace (220 SF).	\$ 9,900.00	\$ 1,990.00		\$ 260.00	\$ 12,150.00
3	No OT included. Assumed normal working hours.					\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
<b>Direct Costs Subtotal</b>		14940.00		\$ -	\$ 1,460.00	\$ 18,390.00

Schedule Impact			
16	Additional Calendar Days	Fuel/Oil & Maintenance (12.00%)	\$ 175.20
-	Reduced Calendar Days	Labor Burden & Fringes (40.00%)	\$ 5,976.00
-	No Schedule Impact	Small Tools (5.00%)	\$ 747.00
		Sales Tax (7.00%)	\$ -
		<b>MISC. SUBTOTAL</b>	<b>\$ 6,898.20</b>
Affected Scope			
-	General Requirements	Builders Risk Insurance (00.00%)	\$ -
-	Structure	Contingency (00.00%)	\$ -
-	Finishes and Openings	Overhead & Profit (15.00%)	\$ 3,793.23
-	Equipment and Furnishings	P&P Bond (00.00%)	\$ -
-	Mechanical, Electrical, and Plumbing	<b>INDIRECT SUBTOTAL</b>	<b>\$ 3,793.23</b>
-	Sitework		

**GRAND TOTAL \$ 29,081.43**

Ronco Construction Company, Inc. (Ronco) reserves the right to withdraw this proposal if not accepted (in writing) within 30 calendar days from the date listed on this proposal. If you have any questions/concerns please contact the Ronco representative shown below.

Submitted By:   
**Nate Bledsoe**  
 Ronco Construction | Project Manager  
 (402) 290-0044

Accepted By: \_\_\_\_\_  
**Kimberly Bogatz**  
 HGM  
 (402) 740-0892



# RONCO construction

## CHANGE ORDER TICKET

Description	Hourly Rate	Man Hours	Total	Notes
Truck .....	\$ 12.00		\$0.00	
Large Truck .....	\$ 16.00	6	\$96.00	
Buggy .....	\$ 28.00		\$0.00	
Other: <u>Scaffolding/Support</u>	\$ 15.00	80	\$1,200.00	
Other: <u>Bakers Scaffolding</u>	\$ 6.50	40	\$260.00	
Other: _____			\$0.00	
Other: _____			\$0.00	

---

**TOTAL**

**\$16,706.00**

---



5126 F Street  
Omaha, NE 68117  
Phone/ 402.553.7300 ext. 105  
Fax/ 402.556.5015  
[adam.crnkovich@raymartinco.com](mailto:adam.crnkovich@raymartinco.com)  
[www.raymartinco.com](http://www.raymartinco.com)

## Proposed Change Order

February 22, 2021

Ronco Construction  
1717 N 74<sup>th</sup> Street  
Omaha, NE 68114

Project: Pottawattamie County Courthouse & B-Wing Reno

Nate,

This proposal covers the direct costs associated with ASI-029. Work is figured on overtime due to effect to existing/occupied spaces above. Due to unknowns of pipe, actual magnitude of work is unclear and will require a good deal of coordination, field-verification, and work with unique access means.

**Excluded:**

- Scaffolding
- Masonry work
- Drywall/ceiling/wall cut/patch/replacement work
- Access Panels

Total direct costs associated with the work described above is: **\$39,858**

We would appreciate a response to this proposal no later than **3/3/2021**.

Sincerely,

***Ray Martin Company of Omaha***  
Adam Crnkovich – Project Manager



6201 Center St.  
 Omaha, NE 68106-2919  
 Phone: 402.553.7300  
 Fax: 402.556.5015  
 raymartinco.com

SUMMARY OF COSTS

Project . . . . .	Pott County Courthouse & B-Wing Reno		Date	02/22/21
Description of Work . . . . .	ASI-029			
Work Requested by . . . . .	Ronco	Project # : 5275	ID#	
<b>In-House Costs:</b>				
Material(Rough Material) . . . . .			\$ 8,000.00	
Material(Plumbing Fixtures & Equipment) . . . . .			\$ -	
Material(HVAC Equipment) . . . . .			\$ -	
Sales Tax . . . . .		0%	\$ -	
<b>Material SUB-TOTAL:</b>				<b>\$8,000.00</b>
Plumber Labor . . . . .	16.0	HRS @	\$73.38	\$1,174.08
Overtime Labor . . . . .	220.0	HRS @	\$110.07	\$24,215.40
Fitter Labor . . . . .	0.0	HRS @	\$79.62	\$0.00
Overtime Labor . . . . .	0.0	HRS @	\$119.43	\$0.00
Supervision . . . . .	0.0	HRS @	\$90.00	\$0.00
<b>Direct Labor Cost SUB-TOTAL:</b>				<b>\$ 25,389.48</b>
Equipment Rental . . . . .			\$ -	
Plumbing Permits . . . . .			\$ -	
HVAC Permits . . . . .			\$ -	
Shop Burden . . . . .			\$ 1,269.47	
Engineering/AutoCAD . . . . .			\$ -	
Indirect Costs . . . . .			\$ -	
<b>In-House SUB-TOTAL:</b>				<b>\$ 34,658.95</b>
			15.0% Overhead & Profit	\$ 5,198.84
<b>IN-HOUSE TOTAL COST</b>				<b>\$ 39,857.80</b>
<b>Sub-Contracts:</b>				
Sheetmetal . . . . .			SOS	\$ -
Insulation . . . . .			MWI	\$ -
Temperature Control . . . . .			ECI	\$ -
Utilities . . . . .				\$ -
Rigging . . . . .				\$ -
Test & Balance . . . . .				\$ -
<b>Sub-contract SUB-TOTAL:</b>				<b>\$ -</b>
			5.0% Overhead & Profit	\$ -
<b>SUB-CONTRACT TOTAL COST</b>				<b>\$ -</b>
<b>TOTAL PROJECT COST:</b>				<b>\$ 39,857.80</b>
			0.0% Profit	\$ -
<b>SUB-TOTAL:</b>				<b>\$ 39,857.80</b>
			0.0% Bond :	\$ -
			0.0% Insurance	\$ -
<b>TOTAL</b>				<b>\$ 39,858</b>

Completion of this work will require 30 days.  
 This Proposal will remain valid for 30 days.





# INVOICE

**Watkins Concrete Block Company**  
 14306 Giles Road, Omaha, NE 68138  
 Phone: (402) 896-0900 Fax: (402) 896-8611  
 www.WatkinsConcreteBlock.com

Remit to: P.O. Box 80268  
 Lincoln, NE 68501

Job: 4513 POTT. COUNTY COURTHOUSE # 8204  
 227 S 6TH STREET  
 COUNCIL BLUFFS IA 51501

Bill To: RONCO CONSTRUCTION  
 1717 N 74TH ST  
 OMAHA NE 68114-1805

8204  
 42200

Page 1

Account Number	77655
Invoice Date	08/27/20
Invoice Amount	1,649.52
Invoice Number	WI 732800
<b>Amount Paid</b>	

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Line	Item Description	Quantity	Unit Price	Misc.	Extension
1	8" STD 8816	360 EA	1.7100	0.00	615.60
2	8" KNOCK-OUT BOND BEAM 8816KOB	72 EA	2.3800	0.00	171.36
3	8" UTILITY BLOCK 8816UT	144 EA	2.4400	0.00	351.36
4	8" SINGLE BULL NOSE CNR 8816SBN	72 EA	2.1700	0.00	156.24
5	8" DOUBLE BULL NOSE CNR 8816DBN	72 EA	2.1700	0.00	156.24
6	4" SINGLE BULL NOSE CNR 4816SBN	12 EA	1.5600	0.00	18.72
7	WOOD PALLET WPAL	10 EA	18.0000	0.00	180.00

Account: 77655 RONCO CONSTRUCTION  
 Job: 4513 POTT. COUNTY COURTHOUSE # 8204  
 Tax Code: WAITE Iowa Tax Exempt

Sub Total	1,649.52
Sales Tax	0.00
<b>Total Amount</b>	<b>1,649.52</b>

Returns: No returns w/o invoice. No returns on unusable material, seconds, architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



**Watkins Concrete Block Company**  
 14306 Giles Road, Omaha, NE 68138  
 Phone: (402) 896-0900 Fax: (402) 896-8611  
 www.WatkinsConcreteBlock.com



# INVOICE

**U-Mix Products Company**  
 6200 Cornhusker Hwy, Lincoln, NE 68529  
 Phone: (402) 434-1866 Fax: (402) 434-1877  
 TOLL FREE: (800) 373-1077

Remit to: P.O. Box 80268  
 Lincoln, NE 68501

Job: 5003 POTTAWATTAMIE CTY COURTHOUSE  
 227 S 6TH ST  
 COUNCIL BLUFFS IA 51501

Bill To: RONCO CONSTRUCTION  
 1717 N 74TH ST  
 OMAHA NE 68114-1805

8204  
 42200

Page 1

Account Number	77655
Invoice Date	08/18/20
Invoice Amount	2,308.24
Invoice Number	UI 78749
<b>Amount Paid</b>	

### Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Line	Item Description	Quantity	Unit Price	Misc.	Extension
1	PROMIX MORTAR TYPE S DISP BAG 67769	8 EA	133.9500	0.00	1,071.60
2	PROMIX GROUT SGF DISP BAG 3.5K67771	8 EA	118.5800	0.00	948.64
3	WOOD PALLET WPAL	16 EA	18.0000	0.00	288.00
5	PROMIX SILO SMALL SH220 SILOS 1 EA	1 EA	0.0000	0.00	0.00

Account: 77655 RONCO CONSTRUCTION  
 Job: 5003 POTTAWATTAMIE CTY COURTHOUSE  
 Tax Code: UMITE Iowa Tax Exempt

Sub Total	2,308.24
Sales Tax	0.00
<b>Total Amount</b>	<b>2,308.24</b>

Returns: No returns w/o invoice. No returns on unusable material, seconds, architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



**U-Mix Products Company**  
 6200 Cornhusker Hwy, Lincoln, NE 68529  
 Phone: (402) 434-1866 Fax: (402) 434-1877  
 TOLL FREE: (800) 373-1077

## Nate Bledsoe

---

**From:** Cory Lynch <clynch@scstruss.com>  
**Sent:** Thursday, February 25, 2021 10:19 AM  
**To:** Nate Bledsoe  
**Subject:**

\$46.40 per sheet \$100 delivery

I assume regular CDX SYP plywood.....23/32 4x8 CDX SYP plywood

---

**Jason Slack/Director, Buildings & Grounds**

**Discussion and/or decision to approve:**

**Release Courthouse Addition to bid**

**Craig Wilson**

**Discussion and/or decision on  
maintenance of Woodland Trail and  
Dumfries Ave**

# **Grant Anderson/MAPA**

**Discussion and/or decision to approve  
Construction Contract – Pottawattamie County  
CDBG-DTR Award No. 18-DTR-004 Carson and  
Macedonia Downtown Façade Rehabilitation**



# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Second day of March in the year Two Thousand Twenty-One

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Pottawattamie County, Iowa  
227 South 6th Street  
Council Bluffs, IA 51501

and the Contractor:

*(Name, legal status, address and other information)*

Cornerstone Commercial Contractors, General Corporation  
401 7th Street  
Corning, IA 50841  
Telephone Number: (641) 322-3862

for the following Project:

*(Name, location and detailed description)*

CDBG Pottawattamie County, Iowa Façade Rehabilitation Project - Macedonia & Carson, Iowa

Multiple existing buildings in the downtown areas of Macedonia, Iowa and Carson, Iowa.

Background: Bids were received for this project on 20 August 2020. There was a delay in receiving all of the participating property owner project agreements and easements.

On 9 December 2020 the Architect was notified that easements and agreements had been received from all property owners except one. The 119 Building, 119 Main Street; Carson, Iowa This project was bid The Project is located at multiple existing buildings in the Macedonia, Iowa and Carson, Iowa Downtown Districts;:, and generally consists of the following:

Rehabilitation of approximately thirteen (13) existing building facades/bays. Seven (7) existing building/bays are located in the Macedonia, Iowa downtown area. Six (6) existing building/bays are located in the Carson, Iowa downtown area.

The scope of work varies from building to building and the work will include historical treatment procedures, selective demolition, cast-in-place concrete, masonry repair and restoration, metal fabrications, miscellaneous and finish carpentry, building insulation, weather barriers, fiber cement siding and trim, joint sealants, aluminum-framed entrances and storefronts, wood windows, historic wood window restoration, door hardware, glazing, gypsum board, exterior painting, interior painting, and other work as indicated in the Contract Documents.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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Sub-project #01 – Sheets A-1.1 – THE PAINTED CAMEL – 320 Main Street. – a one story building that faces Main Street, consisting of one-bay.

Proposed rehabilitation includes the following:

Remove existing exterior faux shingled canopy and other components associated with it at the transom area above the storefront and above the entry door.

Ground level storefront and door: Remove existing ground level storefront windows. Install new aluminum-framed storefront system with insulating glass and storefront door.

Kick panel and curb: Remove and replace plywood siding with panelized painted fiber cement trim.

Transom: Remove exterior infill from transom area. Install new aluminum framed transom with clear insulating glass.

Cornice: Prep and paint cornice with panelized color scheme.

Existing mosaic sculpture to remain at return wall; carefully preserve through construction.

Work, this sub-project, includes Allowance #1.

Schedule of Values sub-project portion of total contract sum: \$30,015.00.

2. Sub-project #02 – Sheet A-2.1 – PIONEER TRAIL MUSEUM (ANNEX) – 314 Main Street - a one story building, consisting of one-bay.

Proposed rehabilitation includes the following:

Masonry repair/restoration: Repair and tuck point all exposed areas at façade at upper wall and piers.

Ground level storefront and door: Remove existing ground level storefront windows. Install new aluminum-framed storefront system with insulating glass and storefront door.

Kick panel and curb: Repair existing concrete curb as required.

Transom: Remove exterior infill from transom area. Install new aluminum framed transom with clear insulating glass.

Stucco Band: Existing stucco to remain; Repair stucco finish where integrity compromised from fracturing or delaminating; apply new parging as required; prep & paint.

Cast Iron Columns; prep and paint existing cast iron columns with panelized color scheme.

Schedule of Values sub-project portion of total contract sum: \$26,953.00.

Sub-project #03 – Sheet A-3.1 – PIONEER TRAIL MUSEUM – 316 Main Street. - a one story building, consisting of one-bay.

Proposed rehabilitation includes the following:

Cornice: Prep and paint cornice with panelized color scheme.

Windows and Transom: Existing storefront and transom to remain; repair and restore transom windows and ground level storefront windows. prep & paint frames.

Prep and paint exterior elements; Transom band, kick panel, and cast iron columns with panelized color scheme

Historic Double Doors; Existing historic wood storefront doors to remain; repair doors as required prep & paint.

Schedule of Values sub-project portion of total contract sum: \$10,414.00.

Sub-project #04 – Sheet A-4.1 – 314 BUILDING – 314 Main Street - a one story building, consisting of one-bay.

Proposed rehabilitation includes the following:

Masonry repair/restoration: Repair and tuck point all exposed areas at façade at upper wall and piers. Remove and spalled or fractured bricks; prep & paint existing painted brick.

Cornice: Prep and paint cornice with panelized color scheme.

Transom; Existing transom framing and infill to remain; Prep and paint with panelized color scheme.

Storefront Windows; Existing windows to remain; Caulk and seal edges prep & paint existing wood frames. Replace cracked/broken glass at storefront window only, existing frame to remain.

Kick panel – Existing kick panel to remain; prep & paint



Prep and paint exterior elements; including Entry door at ground level storefront, and entry door to second story, concrete stoop, and cast-iron columns.

Schedule of Values sub-project portion of total contract sum: \$26,134.00.

Sub-project #05 –Sheet A-5.1 – 312 MAIN STREET – 314 Main Street - a two-story building, consisting of two-bays.

Proposed rehabilitation includes the following:

Masonry repair/restoration: Repair and tuck point all exposed areas at façade at upper wall and piers. Remove and spalled or fractured bricks; prep & paint existing painted brick.

Upper Story Windows: Install custom storm windows and upper story windows; color to match with existing windows. Prep & paint existing upper story windows

Cornice: Prep and paint cornice with panelized color scheme.

Transom; Existing transom framing and infill to remain; Prep and paint with panelized color scheme.

Storefront Windows; Existing windows to remain; Caulk and seal edges prep & paint existing wood frames

Kick panel – Existing kick panel to remain; prep & paint

Prep and paint exterior elements; including Entry door at ground level storefront, and entry door to second story, concrete stoop, and cast-iron columns.

Schedule of Values sub-project portion of total contract sum: \$32,662.00.

Sub-project #06 – Sheets A-6.1– TREYNOR STATE BANK – 310 Main Street - a one story corner bay building, consisting of one corner entry on W. Adams St. and N. Elm St.

Proposed rehabilitation includes the following:

Masonry repair/restoration: Repair and tuck point all exposed areas at façade at upper wall and piers. Remove and spalled or fractured bricks; prep & paint existing painted brick.

Cornice: Prep and paint cornice with panelized color scheme.

Schedule of Values sub-project portion of total contract sum: \$17,590.00.

Sub-project #07– Sheet A-7.1 – STEPL BIRD MUSEUM – 311 Main Street - a one story building, consisting of one-bay.

Proposed rehabilitation includes the following:

Masonry repair/restoration: Repair and tuck point all exposed areas at façade at upper wall and piers.

Entryway: Remove existing material at return walls and ceiling at underside of soffit; install new exterior fiber cement trim at these areas; prep & paint.

Storefront: Existing windows to remain; repair and restore windows as required; prep & paint.

Historic Wood Double Doors: Existing historic wood double doors to remain; repair and restored as required; prep & paint.

Glass block; Glass clock existing to remain; clean and caulk/seal edges

Prep & paint exterior elements; prep and paint exterior elements including stone caps, existing block infill.

Schedule of Values sub-project portion of total contract sum: \$14,689.00.

Sub-project #08 – Sheet A-8.1 – THE BARN – 106-110 Broadway Street - a one story building, consisting of one-bay at the west end, the building also includes a one story building consisting of two-bays at the east end.

Proposed rehabilitation includes the following at #106 (west) structure:

Masonry repair/restoration: Spot point and repair all exposed areas at façade.

Ground level storefront and door: Remove and replace existing ground level storefront door.

Proposed rehabilitation includes the following at #108-110 (east) structure:

Masonry repair/restoration: Repair and tuck point all exposed areas at façade at upper wall and piers. Remove and spalled or fractured bricks; prep & paint existing painted brick.

Ground level storefront and door: Remove existing ground level storefront windows. Install new aluminum-framed storefront system with insulating glass and storefront door. New storefront door at the 110 property only; see drawings for extent and configuration.

Kick panel and curb: Repair existing concrete curb as required.

Transom: Remove exterior infill from transom area. Install new aluminum framed transom with clear insulating glass. New transom at 110 property only.

Cast Iron Columns; prep and paint existing cast iron columns with panelized color scheme.

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Siding: Existing siding to remain as noted on the drawings.  
Existing Windows: Existing windows and door to remain at property 108 only; see drawings for extent.

Work, this sub-project, includes accepted Alternate #1.

Schedule of Values sub-project portion of total contract sum: \$55,667.00.

Sub-project #9 – Sheet A-9.1 – Not Used.

Sub-project #10 – Sheet A-10.1 – Not Used.

Sub-project #11 – Sheet A-11.1 – CENPRO – 124 Broadway Street - a one story building, consisting of one-bay.

Proposed rehabilitation includes the following:

Masonry repair/restoration: Brick area at upper wall repair and tuck point all exposed areas at façade

Ground level storefront and door: Remove existing ground level storefront windows. Install new aluminum-framed storefront system with insulating glass and storefront door.

Transom: Remove exterior infill from transom area. Install new aluminum framed transom with spandrel glass.

Schedule of Values sub-project portion of total contract sum: \$37,527.00.

Sub-project #12 – Sheet A-12.1, A-12.2, 12.3 – 126 Building, The Lodge, 126 (EAST), 126 (SOUTH) – 126 Broadway Street - a two story building consisting of 3 bays.

Proposed rehabilitation includes the following (Sheet 12.1 ONLY):

Masonry repair/restoration: Brick area at upper wall repair and tuck point all exposed areas at façade. Remove and spalled or fractured bricks; prep & paint existing painted brick.

Existing storefront windows and door: existing storefront windows and door to remain; caulk and seal edges as required. Prep & paint infill @ storefront windows areas.

Concrete Stoop: Repair concrete stoop

Stucco: Repair fractures at stucco band below storefront window; prep & paint.

Cornice: Prep & Paint existing painted signage at cornice area only.

Work, this sub-project, includes accepted Alternate #2.

Schedule of Values sub-project (Lodge) portion of total contract sum: \$58,724.00

Proposed rehabilitation includes the following (Sheet 12.2 ONLY – South Facade):

Masonry repair/restoration: Brick area at upper wall repair and tuck point all exposed areas at façade.

Ground Level Windows: Ground level double hung windows at this façade (south) only to remain; Caulk and seal edges; Prep & paint.

Entry door & Transom: Repair existing wood door; prep & paint. Existing transom to remain, caulk and seal edges; prep & paint.

Proposed rehabilitation includes the following (Sheet 12.3 ONLY – East Facade):

Masonry repair/restoration: Brick area at upper wall repair and tuck point all exposed areas at façade.

Remove existing ground level storefront windows and infill (East Façade only); Install (3) double hung windows @ existing openings.

Remove existing wood door; install new door at existing opening. Transom above door existing to remain; caulk and seal edges, prep & paint.

Schedule of Values sub-project (corner building) portion of total contract sum: \$84,497.00

Sub-project #13 – Sheet A-13.1 – 119 BUILDING – 119 Broadway Street - a two story building, consisting of two-bays.

Masonry repair/restoration: Brick area at upper wall repair and tuck point all exposed areas at façade. Prep & paint existing painted brick, where painted only.

Ground level storefront and door: Remove existing ground level storefront windows and infill. Install new aluminum-framed storefront system with insulating glass and storefront door. Remove door at second story entry & install new storefront door.

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Transom: Remove exterior infill from transom area. Install new aluminum framed transom with clear insulating glass.

Kick panel and curb: Remove and replace plywood siding with panelized painted fiber cement trim.

Upper Story Windows: upper story windows are existing to remain; prep & paint.

Fiber cement panels: Install fiber cement panels at brick piers between ground level storefront. Prep & paint  
Subsequent to the project bidding, the property owner opted out of participation in the Project. The Contract Sum shall include the value for this property to be used as a post-bid contingency allowance for the other participating properties.

Schedule of Values sub-project portion of total contract sum: \$50,998.00

Sub-project #14 – Sheet A-14.1 – US Bank – 113 Broadway Street - a one story building, consisting of one-bay.

Masonry repair/restoration: Brick area at upper wall repair and tuck point all exposed areas at façade. Prep & paint existing painted brick, where painted only.

Transom: Remove Infill panel at transom, Install spandrel glass at existing aluminum framing transom.

Work this property is included in the Project Scope, therefore Alternate #4 is not elected.

Schedule of Values sub-project portion of total contract sum: \$15,000.00

The Architect:

*(Name, legal status, address and other information)*

The Franks Design Group, P. C.  
410 First Street  
Glenwood, Iowa 51534  
Telephone Number: (712) 527-3996

The Owner and Contractor agree as follows.

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**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[ X ] Not later than Two Hundred Seventy ( 270 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

\* Contingent upon delays in materials + Covid  
\* See Attachment "A"

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Four Hundred Sixty-four Thousand Six Hundred Seventy Dollars and Zero Cents (\$ 464,670.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1 at Sub-project #08 – Sheet A-8.1 – THE BARN – 106-110 Broadway Street	\$2,804.00
Alternate #2 at Sub-project #12 – Sheet A-12.1, A-12.2, 12.3 – 126 Building, The Lodge, 126 (EAST), 126 (SOUTH) – 126 Broadway Street	\$3,800.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

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<b>Item</b>	<b>Price</b>
Allowance Number One: Lump sum allowance for selective demolition, exploratory assessment, contractor's recommended treatment at concealed construction at transom area and transom bar at sub-project #1, The Painted Camel, 320 Main Street.	\$8,000.00 inclusive of General Contractor's markups for work at concealed area.
Allowance Number Two: Lump sum allowance for masonry repairs and tuckpointing at exposed vertical brick areas and cornice area of sub-project #12, The Lodge, 126 Broadway (West Structure).	\$46,500.00 inclusive of General Contractor's markups for work at designated area.
Allowance Number Three: Lump sum allowance for repairs at suspected deterioration concealed by existing cementitious parging at lower wall at sub-project #12, The Lodge, 126 Broadway (West Structure)	\$3,650.00 inclusive of General Contractor's markups for work at designated area.

**§ 4.4** Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

<b>Item</b>	<b>Units and Limitations</b>	<b>Price per Unit (\$0.00)</b>
-------------	------------------------------	--------------------------------

**§ 4.5** Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

The Work shall be completed within the time limits stated in the Contract Documents. Liquidated Damages in the amount of \$200.00 per day shall be assessed to the contractor for each calendar day that the Work proceeds on the project beyond the specified completion date(s), excepting authorized extension thereof.

**§ 4.6** Other:  
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

One month, ending at the Close Of Business on the 15th of each month.

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the Twenty-Second day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty ( 60 ) days after the Architect receives the Application for Payment.

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*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### **§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment

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pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

[ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

#### **ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

#### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:  
*(Name, address, email address, and other information)*

**§ 8.3** The Contractor’s representative:  
*(Name, address, email address, and other information)*

**§ 8.4** Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

#### **§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7 Other provisions:**

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3** AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

**.5 Drawings**

Number	Title	Date
	Title of Drawings exhibit: CDBG Pottawattamie County Façade Rehabilitation Project, Construction Documents, as prepared by The Architect, dated 20 July 2020.	

**.6 Specifications**

Section	Title	Date	Pages
	Title of Specifications exhibit: CDBG Pottawattamie County Façade Rehabilitation Project, Project Manual, Construction Documents, as prepared by The Architect, dated 20 July 2020.		

**.7 Addenda, if any:**

Number	Date	Pages
Addendum #1	13 August 2020	24 sheets 8 ½” x 11”

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

Prevailing Wage  
Determination

“General Decision Number: IA 20200072”06/26/2020

Seven (7) pages, enumerated as pages 1 – 7.

Required Contract Language  
Iowa CDBG Management Guide – Appendix 2  
Section 3 language for procurement documents

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	Supplementary Conditions included in the Specifications		

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
**CONTRACTOR** (Signature)

*Jason Kentner*  
\_\_\_\_\_  
President  
(Printed name and title)

Init.

"General Decision Number: IA20200072 06/26/2020

Superseded General Decision Number: IA20190072

State: Iowa

Construction Type: Building

County: Pottawattamie County in Iowa.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/14/2020
3	06/26/2020

ASBE0039-002 06/27/2019

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....	\$ 32.86	16.69
-----		
BOIL0083-009 01/01/2017		
	Rates	Fringes
BOILERMAKER.....	\$ 36.56	29.05
-----		
BRIA0003-004 05/01/2019		
	Rates	Fringes
BRICKLAYER.....	\$ 24.67	11.45
-----		
BRIA0003-006 05/01/2019		
	Rates	Fringes
TILE SETTER.....	\$ 24.67	11.45
-----		
ELEC0022-004 12/01/2019		
	Rates	Fringes
ELECTRICIAN.....	\$ 37.20	11.03+.75%
-----		
ELEC0022-007 12/01/2019		
	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring).....	\$ 26.99	11.03+.75%
-----		
ELEV0028-002 01/01/2020		
	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.94	34.77+a+b

FOOTNOTES:

A. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for employees with less than 5 years of service.

B. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; & Christmas Day.

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ENGI0150-049 06/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Class 1(B)		
Paver (All Types); Roller..\$ 35.00		33.30
Class 3		
Bobcat/Skid Steer/Skid		
Loader.....\$ 31.30		33.30

-----  
ENGI0234-007 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bulldozer.....\$ 27.83		16.30
Loader		
35 h.p. and over.....\$ 27.83		16.30
Under 35 h.p.....\$ 25.93		16.30

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\* IRON0021-012 06/01/2020

	Rates	Fringes
IRONWORKER (Structural).....\$ 31.75		18.03

-----  
IRON0089-003 05/01/2019

	Rates	Fringes
IRONWORKER (Ornamental).....\$ 28.50		19.72

-----  
IRON0111-002 07/01/2019

	Rates	Fringes
IRONWORKER (Reinforcing).....\$ 32.50		26.42

-----  
PLAS0018-015 05/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 27.57		22.62

-----  
PLUM0033-011 06/01/2019

	Rates	Fringes
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PIPEFITTER (Includes HVAC  
Pipe Installation).....\$ 35.60                    19.09

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PLUM0033-028 06/01/2019

	Rates	Fringes
PLUMBER.....	\$ 35.60	19.09

-----  
SUIA2016-047 07/19/2016

	Rates	Fringes
CARPENTER.....	\$ 21.35	9.92
LABORER: Common or General.....	\$ 12.81	0.00
LABORER: Mason Tender - Brick...	\$ 14.57	0.00
LABORER: Pipelayer.....	\$ 16.11	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.41	0.00
OPERATOR: Crane.....	\$ 24.20	9.62
OPERATOR: Forklift.....	\$ 22.96	7.49
PAINTER (Brush and Roller).....	\$ 21.35	8.54
PAINTER: Spray.....	\$ 19.77	6.64
ROOFER.....	\$ 20.11	4.99
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 31.07	9.72

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.



### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

# **Required Contract Provisions**



# REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

## ALL CONTRACTS

### 1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

### 2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259  
*Equal Opportunity Housing*
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).  
*Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*The purpose of section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.*

### **3. Termination Clause**

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

### **4. Certification regarding government-wide restriction on lobbying.**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 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.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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."

### **5. Lead-Safe Housing Regulations (As applicable)**

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

**6. Recycled Materials**

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

**7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

**ALL CONTRACTS IN EXCESS OF \$10,000**

**Federal Executive Orders 11246 and 11375:**

*Provides that no one be discriminated in employment.*

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **ALL CONTRACTS IN EXCESS OF \$100,000**

#### **Clean Air and Water Acts:**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

## **ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**

### **Federal Labor Standards**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act



### Section 3 language for procurement documents

*(This language is to be included in all procurement documents/ solicitations)*

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and

section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Businesses are encourage to respond to this proposal. A Section 3 business is a business that is:

51% owned by Section 3 residents\*

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents\*

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

\*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>



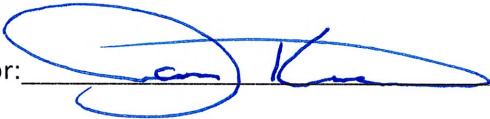
CORNERSTONE COMMERCIAL CONTRACTORS, INC.

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**ATTACHMENT A**

Project completion date will depend on weather delay days, material lead times, unforeseen building conditions uncovered during constructin and owner requested changes.

Due to the uncertainty of the effect of Coronavirus or COVID-19 virus on the economy, labor and supply chaing, Cornerstone will not be held responsible for any delays caused directly or indirectly by the COVID-19 virus. We also will not be held responsible for any liquidated damages for delays caused by the COVID-19 virus.

Contractor: 

Date: 3-3-21

Owner: \_\_\_\_\_

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

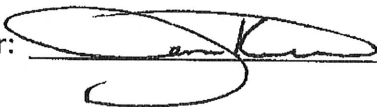
401 7<sup>th</sup> Street  
Corning, Iowa 50841  
641-322-3862 phone  
641-322-3405 fax

# Cornerstone

## Attachment A

Project completion date will depend on weather delay days, material lead times, unforeseen building conditions uncovered during construction and owner requested changes.

Due to the uncertainty of the effect of Coronavirus or COVID-19 virus on the economy, labor, and supply chain, Cornerstone will not be held responsible for any delays caused directly or indirectly by the COVID-19 virus. We also will not be held responsible for liquidated damages for delays caused by the COVID-19 virus.

Contractor: 

Date: 9-10-20

City: Best Beckham

Date: 9-14-20



**Doug Reed/ EMA Director**

**Resolution No. 19-2021**

**COUNTY OF POTTAWATTAMIE RESOLUTION TO ADOPT THE  
NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND  
POTTAWATTAMIE COUNTY NIMS IMPLEMENTATION PLAN.**

**RESOLUTION NO. 19-2021**

**COUNTY OF POTTAWATTAMIE RESOLUTION TO ADOPT THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND POTTAWATTAMIE COUNTY NIMS IMPLEMENTATION PLAN.**

**WHEREAS**, emergencies, domestic incidents, and disasters transcend jurisdictional boundaries, making intergovernmental coordination essential in successful emergency response and recovery efforts; and

**WHEREAS**, Homeland Security Presidential Directive 5 (SHPD-5), Management of Domestic Incidents, requires all Federal departments and agencies to adopt NIMS and use it in their domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation activities; and

**WHEREAS**, the HSPD-5 required Federal departments and agencies to make the adoption and institutionalization of NIMS by State, Local, Tribal, and Territorial organizations as a condition for Federal preparedness assistance; and

**WHEREAS**, the NIMS doctrine for incident management applies to all levels of government and all response agencies in each jurisdiction; and

**WHEREAS**, the Pottawattamie County Emergency Management Agency has developed for use the Pottawattamie County NIMS Implementation Plan and under authority of Iowa Code §29C, the Pottawattamie County Emergency Management Commission has adopted said plan for execution; and

**WHEREAS**, the Board of Supervisors of Pottawattamie County deems is advisable and with best interest to adopt said plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVORS OF POTTAWATTAMIE COUNTY** that the U.S. Department of Homeland Security, Federal Emergency Management Agency’s National Incident Management System (NIMS) doctrine and Pottawattamie County National Incident Management System (NIMS) Implementation Plan be approved and adopted this day, and furthermore directs all subordinate agencies and departments within the jurisdiction to implement the provisions of said plan in coordination with the Pottawattamie County Emergency Management Agency.

**PASSED and APPROVED this 16<sup>th</sup> day of March, 2021**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Brian Shea	○	○	○	○

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

**Matt Wyant/Planning and Zoning Director, Pam  
Kalstrup/Acting Director, Nicholas Gaul/Rural  
Water, Peter Baudhuin/DGR Engineering**

**Discussion and/or decision on Rural Water  
extension to Pioneer Trail Housing addition.**

**Received/Filed**



**Closed Session**