

**VILLAGE OF WATERLOO
RESOLUTION NO. 11-28-17-03**

WHEREAS, the Board of Trustees of the Village of Waterloo feel it is in the best interest of the Village of Waterloo to build a new town hall; and

WHEREAS, T. Hurt Construction submitted a bid with a cost of \$296,014.88 to complete this project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WATERLOO, NEBRASKA, AS FOLLOWS:

THAT, the contract with the T. Hurt Construction, attached hereto as Exhibit "A", is hereby adopted.

PASSED AND APPROVED this 28 day of November, 2017.

ATTEST:

Melissa Johnson
Melissa Johnson
Clerk



Travis Harlow
Travis Harlow
Chairperson



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 **FOURTEENTH** day of **NOVEMBER**
in the year **TWO THOUSAND SEVENTEEN**
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

VILLAGE OF WATERLOO
P.O. BOX 1127
WATERLOO, NE 68069

and the Contractor:
(Name, legal status, address and other information)

T. HURT CONSTRUCTION INC.
8529 WIRT STREET
OMAHA, NE 68134

for the following Project:
(Name, location and detailed description)

VILLAGE OF WATERLOO OFFICES
509 SOUTH FRONT STREET
WATERLOO, NE 68069

ADDITION OF APPROX. 2,000 SF FOR NEW
VILLAGE OFFICES

The Architect:
(Name, legal status, address and other information)

ASD STANLEY J. HOW ARCHITECTS, INC
14685 CALIFORNIA ST.
OMAHA, NE 68154

The Owner and Contractor agree as follows.

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.

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.)

**COMMENCEMENT DATE SHALL BE THAT OF NOTICE TO PROCEED
ISSUANCE.**

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: **TIME IS OF THE ESSENCE OF THIS AGREEMENT** (Check one of the following boxes and complete the necessary information.)

- Not later than _____ () calendar days from the date of commencement of the Work.
- By the following date: _____

§ 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
1. CONSTRUCTION OF WEATHER TIGHT ENCLOSED BUILDING SUFFICIENT TO ALLOW INTERIOR WORK TO BEGIN	<u>20</u> WORK DAYS
2. REMAINDER OF WORK COMMENSING AFTER ENCLOSURE	<u>40</u> WORK DAYS TO SUBSTANTIAL COMPLETION

§ 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

§ 311,755.36 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
------	-------

EXHIBITS 1-3 ATTACHED ARE PART OF THIS CONTRACT.

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

Item	Price
BREAKROOM CABINETS	\$3,700.00
BREAKROOM CABINET HARDWARE	\$500.00
BATHROOM TILE	\$1,200.00
BATHROOM ACCESSORIES	\$500.00
DOOR HARDWARE	\$700.00
VINYL BASE	\$1,700.00

§ 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.)

Item	Units and Limitations	Price per Unit (\$0.00)
NONE		

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

§ 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:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **LAST** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the **LAST** 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 **THIRTY** (30) days after the Architect receives the Application for Payment.
(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.)

§ 5.1.7.1.1 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 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.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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)

BILL ROTERT
P.O. BOX 127
WATERLOO, NE 68069

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

ANDY HEARN
8529 WIRT STREET
OMAHA, NE 68134

§ 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:

(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.)

PMI-3 GENERAL SPECIFICATIONS 7/7/17 3 PAGES

Init.

.5 Drawings

Number	Title	Date
A1.1	PROJECT COVER SHEET, ET AL	7/7/17
A2.1	FLOOR PLAN, SCHEDULES, NOTES & DETAILS	7/7/17
A3.1	WALL SECTIONS, ELEVATIONS & DETAILS	7/7/17
A4.1	REFLECTED CEILING PLAN & DETAILS	7/7/17
M1.1	FLOOR PLAN - HVAC	7/7/17
M2.1	MECHANICAL - PLUMBING	7/7/17
M3.1	MECHANICAL SCHEDULES & SPECIFICATIONS	7/7/17

.6 Specifications

Section	Title	Date	Pages
E1.1	FLOOR PLAN - ELECTRICAL	7/7/17	
E2.1	ELECTRICAL SPECIFICATIONS	7/7/17	
PM 1-3	GENERAL SPECIFICATIONS	7/7/17	3

.7 Addenda, if any:

Number	Date	Pages
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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.

.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.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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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.)

BUILDER'S RISK POLICY BY CONTACTOR

EXHIBITS 1-3 ATTACHED ARE PART OF THIS CONTACT.

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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Village of Waterloo - City Office Building - Budget Summary

Cost Category	Cost Estimate	
Permit and Overhead	4,910.00	
Project Manager	16,800.00	
Site Prep and Demolition	6,200.00	
Foundation	15,700.00	
Building Erection - Materials and Labor	49,168.00	
Concrete	17,600.00	
Framing, Drywall and Trim	53,200.00	
Electrical	22,350.00	
Plumbing	10,050.00	
HVAC	28,921.00	
Insulation	10,100.00	
Cabinetry and Countertops	4,980.00	
Tile	4,200.00	
Painting	10,400.00	
Misc	5,720.00	
TOTAL		260,299.00
Contractor Fee (12%)		<u>31,235.88</u>
		291,534.88
Change Order 1 - Framing, Drywall and Trim - Drop Ceiling	11,700.00	
Change Order 1 - Foundation - Add Foam Insulation Inside Footings	845.00	
Change Order 1 - Plumbing - Extend Sewer and Water Lines	2,175.00	
Change Order 1 - Concrete - Pour-back and Additional Paving	989.00	
Change Order 1 - Concrete - Additional Paving North and West Side of Building	1,880.00	
Change Order 1 - Concrete - Use 15 Mil Stego Vapor Barrier	465.00	
Change Order 1 - Total		18,054.00
Contractor Fee (12%)		<u>2,166.48</u>
		<u>20,220.48</u>
Grand Total		311755.36

T.HURT CONSTRUCTION INC.

8529 WIRT STREET OMAHA, NE 68134 OFFICE 468-4171 CELL 510-9585 FAX 884-2576

**VILLAGE OF WATERLOO OFFICES
509 SOUTH FRONT STREET
WATERLOO NE. 68069**

VILLAGE OF WATERLOO NEW CITY OFFICES ADD ONTO EXISTING BUILDING PROJECT

ADDENDUM- CHANGE ORDER # 1

LOOK AT OUR PROJECT GALLERY ONLINE!!! WWW.THURTCONSTRUCTION.COM
T. HURT CONSTRUCTION: STATE LICENSED CONTRACTOR #23404
BETTER BUSINESS BUREAU HONOR ROLL MEMBER SINCE 2003
MEMBER OMAHA BUILDERS ASSOCIATION (MOBA)
MEMBER NATIONAL ASSOCIATION OF THE REMODELING INDUSTRY (NARI)
2011 - 2012 - 2103 OMAHA MAGAZINE'S "BEST OF OMAHA - BEST HOME REMODELING" WINNER'S
2007 METRO OMAHA BUILDERS ASSOCIATION REMODELER OF THE YEAR
2012 NARI REGIONAL COTY WINNER RESIDENTIAL KITCHEN UNDER \$40,000
2012 -2013 NARI REGIONAL COTY WINNER RESIDENTIAL EXTERIOR SPECIALTY
2012 NARI REGIONAL COTY WINNER HOME THEATER AND MEDIA ROOMS UNDER \$150,000
2011 NARI NATIONAL COTY WINNER HOME THEATER AND MEDIA ROOMS UNDER \$150,000
2010 NARI NATIONAL COTY WINNER RESIDENTIAL HISTORIC RENOVATION/RESTORATION
2009 NARI REGIONAL COTY WINNER RESIDENTIAL INTERIOR SPECIALTY UNDER \$100,000

BEST OF OMAHA - 2010 - 2011 - 2012 - 2013 - 2014 - 2015

ALL WORK WILL BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM ESTIMATE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED UPON WRITTEN CHANGE ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ORIGINAL ESTIMATE. THIS ESTIMATE MAY BE WITHDRAWN IF NOT ACCEPTED IN 30 DAYS.

ADDENDUM - CHANGE ORDER TO ESTIMATE DATE : NOV 9TH 2017

DROP CEILING FOR INTERIOR CEILING ALL:

- DROP CEILING 2 X 4 STANDARD WHITE GRID SYSTEM
- STANDARD LAY IN 2 X 4 PADS
- ALL MATERIALS AND INSTALLATION
- DRYWALL CEILING TO BE INSTALLED, 1 COAT OF FINISH AND TAPE FOR FIRE CODES

TOTAL MATERIALS AND LABOR = \$ 11,700.00

ADD FOAM INSULATION INTERIOR OF FOOTINGS:

- 172 LF OF RIGID FOAM INSULATION - INSTALLATION

TOTAL MATERIALS AND LABOR = \$ 845.00

T.HURT CONSTRUCTION INC.

8529 WIRT STREET OMAHA, NE 68134 OFFICE 468-4171 CELL 510-9585 FAX 884-2576

ANDERSEN PLUMBING:

- ADDITIONAL SEWER LINE EXTERIOR OF BUILDING
- APROX 50 LF OF SEWER AND WATER PIPE TIED INTO THE EXISTING LINES FROM THE EXISTING BUILDING
- OUTSIDE SPIGOT BY AC UNITS
- REMOVE WATER HEATER IN EXISTING BUILDING AND ADD LINES AS NEEDED FOR NEW WATER HEATER TO SERVICE BOTH BUILDINGS

TOTAL MATERIALS AND LABOR = \$ 2,175

ADDITIONAL CONCRETE WORK FOR SEWER LINES AND ADDITIONAL PAVING ON THE WEST SIDE AND NORTH SIDE OF NEW BUILDING:

- SAW CUT 67 LF SEWER TRENCH FOR REMOVAL = 67 LF X \$ 4 = \$ 268.00
- DEMO AND REMOVE THE ASPHALT PAVING = 103 SQ.FT X \$ 2 = \$ 206.00
- SEWER TRENCH 3 FT X 26 LF AND 5 FT X 5 FT - 6" PAVING = 103 SQ.FT X \$ 5 = \$ 515.00

TOTAL MATERIALS AND LABOR = \$ 989.00

ADDITIONAL SQ.FT OF CONCRETE PAVING NORTH SIDE AND WEST SIDE - PARKING LOT DETERIATED AND TO GET SLOPE NEEDED:

NORTH SIDE ESTIMATED AT 6 FT OUT ACUTALLY 10 FT OUT = 4 FT X 74 LF = 296 SQ.FT

WEST SIDE ESTIMATED AT 6 FT OUT ACTUALLY 8 FT OUT = 2 FT X 40 FT = 80 SQ.FT

TOTAL ADDITIONAL ABOVE SQ.FT 376 SQ.FT X \$ 5 = \$ 1,880.00

TOTAL MATERIALS AND LABOR = \$ 1,880.00

CHANGE MATERIALS - MOISTURE BARRIER ON SUB FLOOR SLAB:

- FROM 6 MIL POLY TO 15 MIL STEGO VAPOR BARRIER

TOTAL MATERIALS LABOR = \$ 465.00

TOTAL MATERIALS AND LABOR FOR ABOVE PROJECT = \$ 18,054.00

TOTAL CONSTRUCTION CONTRACTOR FEE 12% = \$ 2,166.50

TOTAL PROJECT COST WITH CONTRACTOR FEE = \$ 20,220.50

T.HURT CONSTRUCTION INC.

8529 WIRT STREET OMAHA, NE 68134 OFFICE 468-4171 CELL 510-9585 FAX 884-2576

ACCEPTANCE OF ADDENDUM – CHANGE ORDER: THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE HEREBY ACCEPTED. T. HURT CONSTRUCTION INC. IS AUTHORIZED TO COMPLETE ALL WORK SPECIFIED ABOVE.

DATE OF ACCEPTANCE:

AUTHORIZED SIGNATURE:

PLEASE SIGN AND DATE EACH PAGE OF CONTRACT - RETURN 1 COPY

EXHIBIT 3
PAGES 1-11

T.HURT CONSTRUCTION INC.

8529 WIRT STREET OMAHA, NE 68134 OFFICE 468-4171 CELL 510-9585 FAX 884-2576

**VILLAGE OF WATERLOO OFFICES
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T. HURT CONSTRUCTION: STATE LICENSED CONTRACTOR #23404

BETTER BUSINESS BUREAU HONOR ROLL MEMBER SINCE 2003

MEMBER OMAHA BUILDERS ASSOCIATION (MOBA)

MEMBER NATIONAL ASSOCIATION OF THE REMODELING INDUSTRY (NARI)

2011 - 2012 - 2103 OMAHA MAGAZINE'S "BEST OF OMAHA - BEST HOME REMODELING" WINNER'S

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ESTIMATE DATE : November 14, 2017

APROXIMATE START DATE : FALL OF 2017

PAYMENT:

PROGRESSIVE BILLING: APROX EVERY 4 WEEKS BILLING OF WORK COMPLETED: ALL INVOICES DUE WITH IN 10 DAYS OF INVOICE ANY BALANCE AFTER 10 DAYS OF COMPLETION ARE CHARGED 1.5% MONTHLY SERVICE CHARGE ON UNPAID BALANCES

ALL BILLINGS TO HAVE INVOICE FOR MATERIALS - SUB CONTRACTORS INVOICE AND ALL T. HURT CONSTRUCTION LABOR TO SHOW DAY - MAN AND HRS WORKED

ALL BALANCES DUE UPON 10 DAYS OF INVOICE DATE. A MONTHLY SERVICE CHARGE OF 1.5 % WILL BE CHARGED MONTHLY ON BALANCES DUE NOT PAID WITHIN 10 DAYS.

CHANGE ORDERS AND OR VARIANCES FROM THE ORIGINAL COST PLUS ESTIMATE WILL BE BILLED THE COST OF THE CHANGES MATERIALS AND LABOR WITH 12% ADDED TO COST TO ALL MATERIALS AND LABOR

T. HURT CONSTRUCTION LABOR IS BASED ON \$ 70.00 PER MAN - PER HR

WARRANTY FOR ALL WORK COMPLETED FOR 2 YEARS - PLEASE SEE WARRANTY SHEET

T.HURT CONSTRUCTION INC.

8529 WIRT STREET OMAHA, NE 68134 OFFICE 468-4171 CELL 510-9585 FAX 884-2576

ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. THIS ESTIMATE MAY BE WITHDRAWN IF NOT ACCEPTED IN 30 DAYS.

INSURANCE:

BUILDER RISK POLICY BY BUILDER FROM START OF CONSTRUCTION UNTIL THE PROJECT IS COMPLETED AND TURNED OVER TO THE OWNER - OCCUPANCY

T. HURT CONSTRUCTION TO ESTIMATE AND BILL PROJECT AS A **COST PLUS PROJECT**

ALL T. HURT CONSTRUCTION MAN HRS BASED ON \$ 70.00 PER HR

T. HURT STAFF LABOR HRS BASED ON 20 MIN DRIVE TIME TO AND FROM THE PROJECT SITE BACK TO OUR OFFICE – SHOP 8529 WIRT STREET

ALL COST OF MATERIALS – SUBCONTRACTORS – PERMITS – T. HURT CONSTRUCTION LABOR TO BE BILLED WITH INOVICES WITH 12 % CONTRACTORS FEES ADDED TO ALL LABOR – MATERIALS AND PROJECT COST OCCURED.

GENERAL CONTRACTORS FEE OF 12 % INCLUDES THE FOLLOWING:

- ALL OFFICE WORK (BILLING AND PROJECT INVOICE TRACKING)
- BILLING COST COMPARISON AND BREAK DOWN
- FIELD MANAGEMENT OF PROJECT FROM START TO FINISH BY T. HURT STAFF
- ALL INSPECTIONS, OCCUPANCY, AND FIRE MARSHAL INSPECTIONS

NOT INCLUDED IN THE FOLLOWING ESTIMATE – COMPLETED BY OWNER:

- ANY AND ALL FINANCING COSTS AND CLOSING COSTS
- ARCHITECTURAL AND DESIGN WORK COMPLETED AND PAID FOR BY OWNER
- ANY SURVEYING COST BY OWNER
- MOVING OF ANY UNDERGROUND UTILITES (SEWER, ELECTRICAL, WATER SUPPLY OR GAS IN THE ESTIMATE)
- NO SPRINKLER SYSTEM - EXISTING BUILDING SUPPLIED
- EQUIPMENT – APPLIANCES – FURNITURE – WINDOW COVERINGS
- MOVING EXPENSES AND STORAGE
- SPECIALTY FINISHES (FAUX PAINTING , DISTRESSING , WALLPAPERING, AND MURIAL)
- SIGNAGE INTERIOR AND OR EXTERIOR
- DESIGNER FEES – TO BE BILLED DIRECTLY TO OWNER IF DESIRED
- DATA, TV, AUDIO, VIDEO WIRING AND SURROUND SOUND SPEAKERS OR RECEIVERS / T.V'S OR COMPONENTS AND OR INSTALLATION
- SECURITY SYSTEMS
- PROJECT SITE CLEAN UP DAILY AND WEEKLY BY OWNER
- NO FLOOR COVERINGS – PER OWNER - LEAVE CONCRETE FLOOR AS FINISHED FLOOR
- NO DROP CEILINGS – ALL TO BE DRYWALL PER OWNER

THE FOLLOWING COST ARE APPROX COSTS AND MAY VARY UPON OWNER'S ACTUAL MATERIALS SELECTION AND ACTUAL WORK COMPLETED. ACTUAL MATERIAL COSTS CAN VARY FROM ESTIMATE (MATERIALS COST VARIANCE DUE TO COST OF DELIVERY AND AVAILABILITY), COST AND CONSTRUCTION PROCESS – MATERIALS TO BE DETERMINED BY APPROVAL OF CITY OF OMAHA CODES AND REQUIREMENTS.

T.HURT CONSTRUCTION INC.

8529 WIRT STREET OMAHA, NE 68134 OFFICE 468-4171 CELL 510-9585 FAX 884-2576

THE FOLLOWING ESTIMATE IS BASED ON A SET OF DRAWINGS COMPLETED BY STANLEY J. HOW ARCHITECTURAL. T. HURT CONSTRUCTION IS NOT RESPONSIBLE FOR ANY SPECS OR DETAILS OF DRAWINGS THAT ARE NOT CORRECT OR HAVE BEEN PREPARED INCORRECTLY THAT WOULD AFFECT CONSTRUCTION PROCESS AND COST.

T. HURT CONSTRUCTION INC. IS NOT LIABLE FOR ANY DEFECTIVE CONDITIONS TO DWELLING FROM SURFACE / SUBSURFACE/ LAND AND SOIL – DEFECTIVE CONDITIONS INCLUDING EXCESSIVE WATER OR UNSTABLE OR IMPROPERLY COMPACTED SOIL. OWNER WAIVES AND RELEASES BUILDER OF ANY AND ALL CLAIMS OF SOIL AND LAND ISSUES.

PROJECT COST DESCRIPTION:

JOB OVERHEAD COST:

PERMITS = ALLOWANCE = \$ 1,200.00

(4) 20-YARD DUMPSTERS FOR JOB DURATION AT \$ 215.00 EACH = \$ 860.00

TEMP TOILET COST 6 MONTHS AT \$125.00 = \$ 750.00

PLASTIC – FLOOR PROTECTION = \$ 300.00

BUILDERS RISK INSURANCE – POLICY FOR PROJECT = \$ 1,800.00

= \$ 4,910.00

PROJECT MANAGEMENT:

- PROJECT MANAGER AVERAGE OF 15 HRS PER WEEK X 16 WEEKS = 240 HRS X \$ 70
= \$ 16,800.00

SITE PREP:

DEMO AND REMOVE EXISTING ASPHALT PARKING LOT AND DISPOSE OF PROPERLY

APROX 48 FT X 73 FT OF REMOVAL OF EXISITNG ASPHALT AND SOIL

SAW CUT PERIMETER FOR STRAIGHT EDGE TO POUR BACK TOO

DEMO EXISTING GARAGE DOOR AND READY – FRAME IN FOR NEW DOOR WALK THRU
= \$ 6,200.00

FOUNDATION:

NEW FOOTINGS 172 LF

FULL 42" DEEP FOOTING WITH A 4 FT X 8 FT INCH WIDE STEM WALL PLACED WITH APROX 8" EXPOSED ABOVE THE FINISHED PAVING AND FLOOR

(3) STRUCTURAL STOOPS WITH 41 LF OF FOOTINGS TO GRADE AND READY FOR CONCRETE CAP

= \$ 15,700.00

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BUILDING ERECTION MATERIALS AND LABOR:

SEE ASTRO BUILDING ESTIMATE = \$ 49,168.00

INCLUDES THE FOLLOWING:

- BUILDING MATERIALS AND ERECTION
- PORCH PER PLANS
- (11) POST FOR PORCH WRAPPED WITH MATCHING METAL
- (4) SLIDING WINDOW UNITS
- GUTTERS AND DOWNSPOUTS
- (2) INSULATED WALK THRU DOORS

= \$ 49,168.00

CONCRETE FLAT WORK:

- ALL CONCRETE FLOOR 5" DEPTH WITH WIRE REINFORCEMENT
- ALL PAVING EXTERIOR TO BE 6" PAVING WITH REBAR REINFORCEMENT
- CURE AND SEALER APPLIED TO ALL NEW CONCRETE
- MOISTURE BARRIER PLACED ON THE INTERIOR FLOOR - 6 MIL POLY
- MACHINE FINISHED FLOOR SMOOTH WITH SAW CUT CONTROL JOINTS

PORCH AREAS 6 FT X 112 FT INCLUDING THE STRUCTURAL STOOPS
THE REMOVAL OF 1 FT PERIMETER OVER DIG FOR THE FOOTINGS AND FOUNDATION TO
GO IN 1 FT X 112FT

TOTAL 7 FT X 112 FT = 748 SQ.FT

BROOM FINISHED WITH CONTROL JOINTS 6" DEPTH

½" EXPANSION JOINT TO BUILDING BETWEEN 1 FT PAVING

= \$ 17,600.00

FRAMING, DRYWALL, AND TRIM (DOORS AND CASING):

FRAMING:

- ALL INTERIOR (A) WALLS WITH STEEL STUDS 3 5/8" STUDS TO HEIGHT OF 10 FT 10"
- ALL (B) WALLS WILL BE 6" STUDS FRAMED TO HEIGHT OF 10 FT 10"
- EXTERIOR WALLS OF BUILDING - BACKING BETWEEN POST OF BUILDING TO BE 2 X 6 WOOD BACKING

DRYWALL:

- EXTERIOR WALLS TO BE 1 LAYER OF 5/8" DRYWALL INSTALLED ON THE INTERIOR SIDE AND FINISHED SMOOTH
- FIRE WALLS (EXTERIOR) WILL HAVE 2 LAYERS OF 5/8" DRYWALL INSTALLED AND FINISHED SMOOTH
- CEILINGS TO BE 1 LAYER OF 5/8" DRYWALL FINISHED WITH A LIGHT TEXTURE
- ALL DRYWALL TO BE TAPED AND FINISHED SMOOTH ON WALLS
- WRAP DRYWALL AND FINISH ALL WINDOWS AND EXTERIOR DOORS

DOORS AND CASING:

- INSTALLATION OF ALL (13) INTERIOR DOORS - SOLID CORE BIRCH PAINTABLE 1 3/4" DOORS WITH SOLID BIRCH JAMBS
- CASING 1 X 4 MDF PAINTABLE ON ALL DOORS

= \$ 53,200.00

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ELECTRICAL:

SEE CUSTOM ELECTRIC ESTIMATE = \$ 22,350.00 = \$ 22,350.00

PLUMBING:

SEE ANDERSON PLUMBING ESTIMATE = \$ = \$ 10,050.00

HEATING, VENTILATION AND COOLING:

SEE STANDARD HEATING AND COOLING ESTIMATE = \$ 28,921.00 = \$ 28,921.00

INSULATION:

WALLS 2 X 6 BATT = 2,120 SQ.FT
CEILING BLOW IN R - 38 = 5,280 SQ.FT
SOUND PROOFING INTERIOR WALLS = 1,700 SQ.FT = \$ 10,100.00

CABINERY AND COUNTER TOPS:

KITCHEN CABINERY:

- BIRCH STAINED AND OR PAINTED TBD WITH OWNER
 - WHITE MELLAMINE INTERIORS
 - RAISED PANEL DOORS
 - BASE 36" TALL X 24 " DEEP WITH 36" UPPERS X 12" DEPTH
- ALLOWANCE FOR KITCHEN CABINERY = \$ 3,700.00

COUNTER TOPS:

- FORMICA PER PLANS = \$ 1,280.00 = \$ 4,980.00

CERAMIC TILE WAINSCOTING FOR BATHROOM WALLS:

- 240 SQ.FT OF TILE WITH BULNOSE PER PLANS
- ALLOWANCE FOR TILE COST = \$ 5.00 PER SQ.FT = \$ 4,200.00

PAINTER:

- PAINT ALL WALLS AND CEILING 2 COATS SHERWIN WILLIAMS PRO MAR 200
- ALL INTERIOR (13) DOORS TO BE STAINED AND FINISHED
- EXTERIOR BOTTOM 8" OF FOUNDATION TO MATCH METAL SIDING
- EPOXY FLOOR PAINT BATHROOM FLOORS PER PLANS = \$ 10,400.00

MISC CONSTRUCTION:

CLEANING CO. CLEAN PROJECT END = \$ 500.00
HARDWARE INSTALLATION 8 HRS X \$ 70 .00 = \$ 560.00
PUNCH LIST 18 HRS X \$ 70 .00 PER HR = \$ 1,260.00

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MISC ALLOWANCE:

BATH ASSECCOIRES (TOILET PAPER – SOAP – TOWELS DISPENSERS – GRAB BARS)
= \$ 300.00

BATH MIRRORS = \$ 200.00

CABINERY HARDWARE KNOBS AND PULLS = \$ 500.00

DOOR KNOBS, HANDLES AND LOCKS = \$ 400.00

RUBBER VINYL BASE 5" ALLOWANCE = \$ 1,700.00

PANIC HARDWARE – EXTERIOR DOORS = \$ 300.00

= \$ 5,720.00

TOTAL MATERIALS AND LABOR FOR ABOVE PROJECT = \$ 260,299.00

TOTAL CONSTRUCTION CONTRACTOR FEE 12% = \$ 31,235.88

TOTAL PROJECT COST WITH CONTRACTOR FEE = \$ 291,534.88

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE HEREBY ACCEPTED. T. HURT CONSTRUCTION INC. IS AUTHORIZED TO COMPLETE ALL WORK SPECIFIED ABOVE.

DATE OF ACCEPTANCE:

AUTHORIZED SIGNATURE:

PLEASE SIGN AND DATE EACH PAGE OF CONTRACT - RETURN 1 COPY

Proposal

CUSTOM ELECTRIC, INC.

P.O. Box 813
Elkhorn, NE 68022
402-289-2561

RESIDENTIAL-COMMERCIAL

PROPOSAL SUBMITTED TO:	PHONE: 402-779-2292	DATE: 06/19/17
NAME: Village of Waterloo	JOB NAME: Village of Waterloo New Building	
STREET: 509 S. Front St.	STREET:	
CITY: Waterloo	CITY: Waterloo	STATE: NE
STATE: NE	ZIP: 68069	

We hereby submit specifications and estimates for:

Permit

400 amp Service

36 – 2x2 LED Fixtures

4 – H7 Cans with LED Bulbs

40 – 120v Outlets

2 – 4' Strip Lights

1 – Refrigerator

1 – Microwave

6 – 120v GFI Outlets

5 – Exlts

5 – Exit/Emergency Combos

1 – Floor Outlet

8 – Ceiling Sensors

3 – Packs

3 – Wall Sensors

4 – Single Pole Switches

4 – Three-way Switches

3 – Gas Furnaces

4 – A/C

12 – Data Stubs

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the sum of: ~~TWENTY TWO THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$22,350.00)~~ THIS IS A BUDGET NUMBER ONLY (80% due within 30 days of completion of rough-in) and the remaining balance due within 30 days after final inspection.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

Signature _____

AIR CONDITIONING, INC.

Date: 8/25/2017

To: All Bidders
Re: Village of Waterloo Office Finish
509 South Front St
Waterloo, NE

Standard Heating and Air Conditioning, Inc. is pleased to provide and install as shown on plans the following for the above mentioned project:

- F1-3/ACCU1-3 furnace/AC condensers
- Refrigeration linesets, PVC flue to outside
- Programmable thermostats, (low voltage control wiring by electrical)
- Supply and return air ductwork w/insulation per plans
- Registers, diffusers, grilles
- Fire damper where shown on plans
- L1 wall mount louver, outdoor fresh air duct to F1-3 furnace returns
- EF1 ceiling mount bath exhaust fans, duct to outside
- Air balance

Base bid: \$28,921

Not included:

- Tax
- Electrical line volt wiring
- Low voltage control wiring
- Gas piping
- Roof patch
- Wall rough-in opening or structural support
- Concrete equipment pads

Dave McCracken
(Cell) 402 - 672 - 1859
(Office) 402 - 339 - 6700
DaveM@standardac.com

11746 PORTAL RD • OMAHA, NE 68128-5524 • STANDARDAC.COM
PHONE: 402-339-6700 • FAX: 402-339-5809

Astro Buildings Estimate

Roger Thompson 402-699-7653 Eastern Nebraska, Western Iowa Sales

RThompson@astrobuildings.com

www.Astrobuildings.com

To test color scheme on your building try the color visualizer feature at

www.Astrobuildings.com

Waterloo

Estimate # 1.900E-01 5

Address

Date August 23, 2017

City

Nebraska

phone

email

Astro Building Dimensions

Width x Length x Height
40 x 66 x 10 6"

Construction time frame

poles and trusses 8' and 9' centers roof purlins 2x6 inset between roof trusses (in joist hanger)

	Standard Costs (based on dimensions)		\$24,141
6	Non Standard Length adjustment	5.5	-\$1,069
	Non Standard Width adjustment		-\$900
	Commerical Snow Load	30 6	\$401
1	Deduct endwall on attachment	(W x H) 42 x 10	-\$1,198
	House wrap		\$614
	Engineering Fee for Commercial applications		\$2,943
	Porch		
6	6' Porch with ceiling and 12" overhang	112 Feet Long	\$12,247
11	Steel wrapped columns	WRAP AROUND	\$668
	Walk Doors and Windows		
2	Insulated Walk Door	9 lte glass D92	\$1,759
1	Insulated Walk Door	solid, no glass D92	\$746
	Sliding Windows		
4	5x3 Thermopane Sliding window	W53V with grill and color tone	\$1,944
	Ventilation		
66	Vented Ridge (Profile Closure Vent)		\$374
33	Corra Vent Eave Ventilation, Both Sides		\$227
	Gutter		
66	Gutter One Side		\$267
2	3x4 Downspouts 8-10' tall buildings w/ overhang		\$146
	Overhang		
1	12" Non-Vented Gable Overhang, One End Of Building		\$774
66	12" Vented Eave Overhangs, One Side Of Building	Overhang included with porch	\$1,069
	Wainscot		
212	36" High Wainscot Around Base Of Building		\$944
	Roof Vapor Barrier		
(W x L)	Solarguard roof vapor barrerr	x	\$2,720
	Jobsite toilet		Inc
	Jobsite dumpster		Inc
	Builders Risk Insurance		\$350
	Buildings Support Columns embedded in 1 1/2 Crushed rock		Inc
	All Steel Applied with Color Matched Screws		Inc

All Steel Applied with Color Matched Screws
 Delivered, Erected, Tax Included

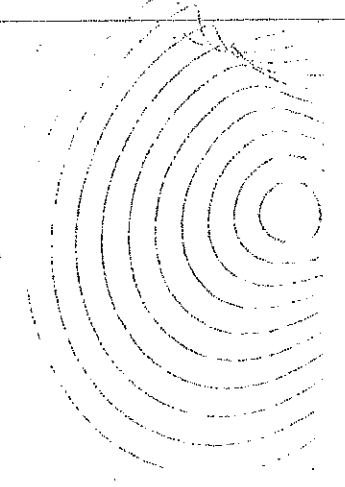
Total with Fair Discount \$49,168

ANDERSEN PLUMBING INC.

Estimate

849 N 252 St
WATERLOO, NE 68069

Name/Address
Village of Waterloo. P.O Box 127 Waterloo, NE 68069



Date	Estimate No.	Project
08/14/17	1304	

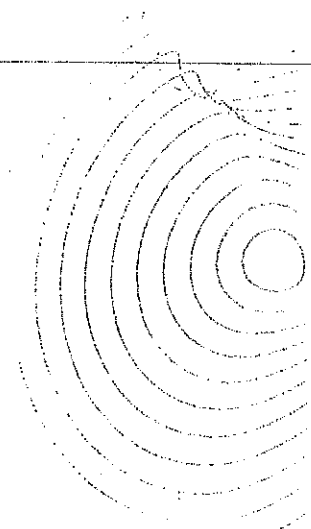
Labor	Men's Bath 1 ADA compliant Stool in white with open front seat 1 Moen Eva Chrome 4" Center set lav faucet with grid drain and trap insulating kit 1 Kohler Wall Hung Lav in White with 4" Center 1 Floor Drain Women's Bath 1 ADA compliant Stool in white with open front seat 1 Moen Eva Chrome 4" Center set lav faucet with grid drain and trap insulating kit 1 Kohler Wall Hung Lav in White with 4" Center 1 Floor Drain Janitors Room 1 3" Mop Sink with Wall hug laundry tub faucet Mechanical Room 1 2" Floor Drain 1 50 Gallon Electric Water Heater Break Room 1 Stainless steel self rimming sink 7" deep with moen chateau faucet with spray 1 badger 1 disposal Ice maker hook up only	1	8,500.00	8,500.00
			Total	

ANDERSEN PLUMBING INC.

Estimate

849 N 252 St
 WATERLOO, NE 68069

Name/Address
Village of Waterloo. P.O Box 127 Waterloo, NE 68069



Date	Estimate No.	Project
08/14/17	1304	

Item	Description	Quantity	Unit Price	Total Price
Sewer & Water	Sewer and Water \$1550.00 (includes 50' of each Sewer and Water)-Extra feet of Sewer is 14.50/ft. and Water is 15.50/ft.-Other overages if needed Push across the street 200.00.Clean Outs 125.00.00 each and Tap is 300.00			1,550.00
			Total	\$10,050.00