A special meeting of the Des Moines Area Community College Board of Directors was held at the Ankeny Campus, Building 2, Room 15, on 10 March 1980, for the purpose of conducting a public hearing on the FY 81 budget, as required by the Code of Iowa. The meeting was called to order by Board President Eldon Leonard at 5:30 p.m.

Members Present:
- Ray Clark
- Georganne Garst
- Walter Hetzel
- Eldon Leonard
- Theodore Nemmers
- Walter A. Stover, Jr.

Members Absent:
- Murray Goodman
- Jasper Risdal
- Don Rowen

Others Present:
- Paul Lowery, Superintendent
- Charles Wright, Board Secretary
- Various other DMACC staff
- and interested residents

Board President E. Leonard asked the Board Secretary to state how public notice of the hearing was given. The Board Secretary stated that a paid notice was placed in the Des Moines Register on 22 February 1980 and that a notice was placed on the Board's official bulletin board in Building 17 on the Ankeny Campus.

Board President E. Leonard asked the Board Secretary if there were written statements submitted to the Board regarding the proposed budget for FY 81. There were none.

Board President E. Leonard asked the Board Secretary if there were requests of persons who wished to address the Board regarding the proposed budget for FY 81. There was one such request; Mr. John Morden of the Polk-Des Moines Taxpayers Association read a prepared statement to the Board. A copy of the statement is attached (Attachment #1) hereto and made a part of these minutes.

It was moved by T. Nemmers, seconded by G. Garst, that the Board adopt the General Fund Budget totaling $16,388,700 and the Plant Fund Budget totaling $6,048,927 for the fiscal year 1980-81, and that said budget be conveyed to the Department of Public Instruction on the appropriate form in compliance with Code of Iowa Section 280A-17, and certified to the Control County Auditor.

The motion was adopted unanimously by roll call vote.
ADJOURNMENT

It was moved by T. Nemmers, seconded by R. Clark, that the meeting/hearing be adjourned.

The motion was passed unanimously, and the meeting/hearing was adjourned at 5:40 p.m.

Charles Wright
CHARLES WRIGHT, Secretary

Eldon Leonard
ELDON LEONARD, President
Mr. President and Members of the Board:

The Polk-Des Moines Taxpayers Association has examined the budget prepared for the Des Moines Area Community College for 1980-81. I thank the college staff for spending time with us during this budget review.

As we have in the past few years, we compliment you on your budget process, and on the detailed elaboration of proposed revenues and expenditures. The college continues to provide taxpayers, through the budget process, with a clear statement of its plans for the coming years.

We have but one concern to express. In our statement to you last year, the Association questioned your projections of state aid. At the time, we observed that state revenues will grow more slowly in future years. This is due, in part, to attempts by the state legislature to reduce tax revenues resulting from inflation. The legislature has endorsed indexing, and growth in state aid is slowing. Your budget for 1980-81 includes more than $260,000 in state aid not recommended by the governor. Also, it is not likely that the legislature will vote to exceed the governor's recommendation in this area. While we do not like to see budgets proposed which include revenue not likely to be realized, we do understand that, in this instance, the college was following the suggestion of the State Department of Public Instruction. Further, we believe that the administration is doing the necessary contingency planning to assure that this budget will be in balance should the legislation not pass. We anticipate that the budget passed this evening will be amended to reflect adjustments required as a result of legislative action.

Finally, as you know, the Polk-Des Moines Taxpayers Association supported the successful 20-1/4¢ capital levy last fall. We are pleased that the capital improvement program of the college will be completed with passage of the levy extension.

Thank you for your consideration.
AGENDA

5:30 P.M. CALL TO ORDER OF PUBLIC HEARING

1. PUBLIC HEARING ON BUDGET FOR FY 81

2. ADJOURNMENT

3. CALL TO ORDER OF REGULAR MEETING

4. APPROVAL OF TENTATIVE AGENDA

5. PUBLIC COMMENTS

6. APPROVAL OF MINUTES - February 11 regular meeting and February 18 special meeting

7. REPORTS
   a. ICASB - Rowen
   b. Status of legislation - Kerr
   c. Progress report on funding formula - Lowery
   d. Status of little league ball fields - Zuck
   e. ACCT legislative seminar - Stover
   f. Monthly financial - Snyders
   g. Registration status report for spring quarter 1980 - Bengtson

8. NEW BUSINESS
   a. Receive plans & specifications from architect for student services and support services buildings; set bid opening for 2:00 p.m., May 7, building 2, room 15, Ankeny campus; and set public hearing for 5:30 p.m., May 12, building 2, room 15, Ankeny campus.

   b. Personnel report.

   c. Appointment of the following to advisory committees:
      (1) Ms. Martha Cline
          American Lung Association of Iowa
          Des Moines - to Respiratory Therapy Advisory Committee
          for 1 year term. This is a replacement.

      (2) Ron Markway, Personnel Director
          Equitable Life Assurance Society of U.S.
          West Des Moines - to CETA Business Occupations Advisory
          Committee for 3 year term. This is a replacement.

   d. Consideration of renewing persons to DMACC Foundation Board of Directors and appointment of new member.

   e. Consideration of offers to purchase student constructed house, located at 1202 SE Reo, Ankeny (listed at $84,000).
8. NEW BUSINESS (continued)
f. Approval to enter into an agreement with Environmental Engineers for energy conservation project.

g. Approval to enter into an agreement with architect/consultant to determine what, if anything, should be done with land owned by the college in excess of 160 acres.

h. Consideration of proposed tuition increase in Adult Education for FY 81.

i. Consideration of salary increases for part-time instructors for FY 81.

j. Consideration of budget for FY 81.

9. OTHER
a. ACCT regional seminar - Cedar Rapids, April 10-12, 1980.

10. PRESENTATION OF CLAIMS AND ACCOUNTS

11. ADJOURNMENT
The regular meeting of the Des Moines Area Community College Board of Directors was held at the Ankeny Campus, Building 2, Room 15, on 10 March 1980. The meeting was called to order by Board President Eldon Leonard at 5:41 p.m.

Members Present:
Ray Clark Eldon Leonard Don Rowen (6:10)
Georganne Garst Theodore Nemmers Walter A. Stover, Jr.
Walter Hetzel Jasper Risdal

Members Absent:
Murray Goodman

Others Present:
Paul Lowery, Superintendent Various other DMACC staff
Charles Wright, Board Secretary and interested residents

It was moved by R. Clark, seconded by W. Hetzel, that the presentation of Bussard/Dikis Associates, Limited in preparation for the Board receiving bids for various construction projects and conducting a public hearing on the bids be moved on the tentative agenda so as to follow APPROVAL OF MINUTES and that the remainder of the tentative agenda be approved.

The motion was passed unanimously.

The Board heard comments from John (Dutch) Kleywegt, president of the Des Moines Area Community College Higher Education Association, regarding association concerns over the proposed Reduction in Force and from Jo Johnson, Des Moines Area Community College student, in support of staff at the college.

Director Don Rowen arrived at 6:10 p.m.

It was moved by T. Nemmers, seconded by R. Clark, that the minutes of regular meeting of 11 February 1980 and the special meeting of 18 February 1980 be approved.

The motion was passed unanimously.

The Board viewed the plans and specifications for the student services and support services buildings and related site improvements at the Ankeny Campus. The Status Report is attached (Attachment #1) hereto and made a part of these minutes.
RESOLUTION PLANS, SPECIFICATIONS, FORM OF CONTRACT FOR STUDENT SERVICES, SUPPORT SERVICES BUILDINGS ADOPTED; HEARING SET

T. Nemmers introduced the resolution adopting plans and specifications for Phase III A, Parts 5, 6, 7, 8 and 10 of the Ankeny Campus and for related site improvements and setting 12 May 1980 as the date for a public hearing on same, said hearing to be held at the Ankeny Campus, Building 2, Room 15, at 5:30 p.m. The introduction was seconded by R. Clark.

The resolution was unanimously adopted by roll call vote and is attached hereto (Attachment #2) and made a part of these minutes.

RESOLUTION RECEIPT OF BIDS FOR STUDENT SERVICES, SUPPORT SERVICES BUILDINGS

T. Nemmers introduced the resolution setting 7 May 1980 as the date for the receipt of bids for the aforementioned construction projects and establishing Room 15, Building 2 of the Ankeny Campus as the place for receipt of bids and establishing 2:00 p.m. C.D.S.T. as the time for bid opening. The introduction was seconded by J. Risdal.

The resolution was unanimously adopted by roll call vote and is attached hereto (Attachment #3) and made a part of these minutes.

RECESS

Board President E. Leonard declared a recess from 6:45 to 7:20 p.m.

PERSONNEL

It was moved by D. Rowen, seconded by T. Nemmers, that contract changes, resignations and leaves of absence without pay be approved and accepted as follows:

Contract Change

ROBERT L. MANN, from Inventory Specialist, annual salary $12,030 to Supervisor, Inventory, Grants and Contracts, annual salary $14,964. Effective 11 February 1980.

Resignations


LYNN SORENSON, Vocational Coordinator, Mitchellville. Effective 30 June 1980.

DEBORAH ODGAARD, Instructor, Medical Assistant, Health. Effective 1 July 1980.


Leaves of Absence Without Pay

LAUREL CAMPBELL, Instructor, 2 days, February 15 and 18, 1980.

JEAN CLARK, Instructor, ½ day, February 8, 1980.

The motion was passed unanimously.
New Personnel

It was moved by D. Rowen, seconded by R. Clark, that new personnel be hired as follows:

EDWARD ALLEN YOUNG, Instructor, Heavy Equipment Technician, I & T, Lane 180-Level 2.0, salary $14,625, annually.

The motion was passed unanimously.

Consideration of Contract Terminations

It was moved by T. Nemmers, seconded by D. Rowen, that the Board receive and file the Superintendent's recommendation for the termination of the contracts of employees as follows:

FRANK B. ANDERSON
LINDA APPLEGATE
MAURICE ARNDT
MONA BARFELS
MAYVOR DODGENDORF
JAMES GILES
RICHARD GRAMOWSKI
STEVEN K. HALSTEAD
BRUCE F. HANN
STEVEN D. HANBERLIN
REGINA HENRY
DONALD S. HOLLAND
DENNIS G. HORNICK
GERALD JACOBS
ROBERT S. JONES
RONALD D. KERR
ALBERTA M. LEE
KAY MARTEN
BARBARA L. MEYER
DAVID M. MURPHY
PEGGY ROONEY
DIANE S. SCHROEDER
REBECCA S. SCHWIEBE
DOROTHY STIMMS
LINDA SORENSON
ANTHONY STEINHAUSER
LUCY J. WALL
VIRGINIA WEDDEMEYER

The motion was passed unanimously by roll call vote.

ADVISORY COMMITTEES

It was moved by R. Clark, seconded by G. Garst, that appointments to advisory committees and foundations be made as follows:

RESPIRATORY THERAPY

MARTHA CLINE
American Lung Association of Iowa
ONE YEAR TERM (REPLACEMENT)

CETA BUSINESS OCCUPATIONS

RON MARKWAY, Personnel Director
Equitable Life Assurance Society of U.S.
THREE YEAR TERM (REPLACEMENT)

DMACC FOUNDATION

REX DEVINE
Iowa Light and Power
Ankeny (10/82)

ELDON LEONARD
John Deere—Des Moines Works
Ankeny (10/82)

MAX KREAGER
American Federal Savings & Loan
Newton (10/82)

GEORGE WHITMER, JR.
Retired Executive
Des Moines (10/82)
The motion was passed unanimously.

1202 S.E. REO

There were no offers to purchase 1202 S.E. Reo.

It was moved by D. Rowen, seconded by W. Stover, that the Board be presented with an alternative to the present method of selling student constructed houses and that consideration be given to taking bids from realtors for a single listing of student-constructed houses.

The motion was passed unanimously.

ENVIRONMENTAL ENGINEERS ENERGY CONSERVATION PROJECT

It was moved by D. Rowen, seconded by J. Risdal, that the Board enter into a contract with Environmental Engineers for the installation of equipment as part of the Energy Conservation Project.

The motion was passed unanimously. The contract is attached (Attachment #4) hereto and made a part of these minutes.

ARCHITECT/CONSULTANT LAND STUDY

It was moved by W. Stover, seconded by D. Rowen, that the Board enter into a contract with Bradshaw Associates, P.C., for a study to determine what, if anything, should be done with land owned by the college in excess of 160 acres.

The motion was passed unanimously. The contract is attached (Attachment #5) hereto and made a part of these minutes.

ADULT EDUCATION TUITION INCREASE; SALARY INCREASE FOR PART-TIME INSTRUCTORS

It was moved by D. Rowen, seconded by R. Clark, that consideration of a proposed tuition increase in Adult Education for FY 81 and consideration of salary increases for part-time instructors for FY 81 be tabled.

The motion was passed unanimously.

BUDGET FY 81

As the budget for FY 81 had been adopted at the end of the hearing earlier in the evening; no further action was taken at this time.

NEXT MEETING

It was moved by W. Stover, seconded by T. Nemmers, that a special meeting of the Board be held on 22 March 1980 for the purpose of conducting as many termination hearings as possible and for the purpose of hearing the Superintendent's response to the statement of John (Dutch) Kleywegt delivered in the PUBLIC COMMENTS this evening.

The motion was passed unanimously.
NEGOTIATIONS
STRATEGY SESSION

It was moved by W. Stover, seconded by R. Clark, that the Board go into a closed session to conduct a strategy meeting of a public employer as provided in Section 20.17(3) of the Code of Iowa.

The motion was passed unanimously and the closed session began at 8:30 p.m.

RETURN TO OPEN SESSION

At 9:25 p.m. the Board returned to open session.

CLAIMS AND ACCOUNTS

It was moved by W. Hetzel, seconded by R. Clark, that the Claims and Accounts be approved as presented (Attachment #6).

The motion was passed unanimously.

FINANCIAL REPORT

The monthly financial report was received from Gene Snyders, Vice President for Business Management. A copy of the report is attached (Attachment #7) and made a part of these minutes.

ADJOURNMENT

It was moved by W. Stover, seconded by R. Clark, that the meeting be adjourned.

The motion was passed unanimously and the meeting was adjourned at 9:26 p.m.

ELDON LEONARD, President

CHARLES WRIGHT, Secretary

ELDON LEONARD, President
DMACC BOARD PRESENTATION
March 10, 1980

STATUS REPORT: DMACC STUDENT SERVICES BUILDING
DMACC SUPPORT SERVICES BUILDING
and
RELATED SITE DEVELOPMENT

1. History of Project To Date

2. Explanation of Contracts for Construction

3. Cost Estimate December 12, 1979, Versus March 10, 1980

4. Deductive Alternates

5. Cost Estimate Versus Budget Rationale

6. Project Time Schedule

BUSSARD/DIKIS ASSOCIATES LTD.
ARCHITECTS/PLANNERS
INTERIOR DESIGNERS
414 SIXTY-FIRST STREET
DES MOINES, IOWA 50312
(515) 274-4074
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 23, 1979</td>
<td>Educational specifications (program) completed by DMACC. Architects authorized to prepare Phase IIIA preliminary drawings for Student Services Building (Building No. 1), Support Services Building (Building No. 5), site development of the campus and related parking lots.</td>
</tr>
<tr>
<td>February 12, 1979</td>
<td>Decision by DMACC Board to ask for an additional three-year extension of the 20½ cent levy. Included in the decision was the Phase III Budget of $15,093,000 for 16 items.</td>
</tr>
<tr>
<td>February through August</td>
<td>Development of program into plans by Architect. Staff (user) and Administrative input and critique of plans. Visitations of Staff, Administration, and Architects to other campus facilities. Presentation of plans to various groups including in-service day at the DMACC Campus. Preparation of plans and sketches for brochures.</td>
</tr>
<tr>
<td>September 10, 1979</td>
<td>Presentation of preliminary plans and budget. Pending affirmative vote on September 11, 1979. Architects authorized to proceed with preparing bid documents for all Phase IIIA work with deductive alternates structured to respond to a $4,850,000 budget.</td>
</tr>
<tr>
<td>September 11, 1979</td>
<td>Affirmative vote of three-year extension of the 20½ cent levy.</td>
</tr>
<tr>
<td>November 5, 1979</td>
<td>Decision by Administration and Architect, due to concern for cost control, to proceed with outside cost control expertise.</td>
</tr>
<tr>
<td>November 20, 1979</td>
<td>Preliminary cost management report complete.</td>
</tr>
<tr>
<td>November 20-December 12, 1979</td>
<td>Various meetings with Design Team (Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, Civil Engineer, Landscape Architect and Cost Engineer) and Don Zuck to assess costs. As a result of these meetings, certain design changes were made and many items were included as alternates.</td>
</tr>
</tbody>
</table>
December 13, 1979

Architect met with Executive Council to discuss budget estimate and breakdown of contracts.

January 14, 1980


March 10, 1980

Presentation of final Cost Management Report, final bidding documents (drawings and specifications) and final project schedule.

Authorization required from Board to proceed with issuing bid documents to bidders.
CONTRACTS FOR CONSTRUCTION:

As a general statement, "the fewer the contracts, the fewer construction and coordination problems." The more recent projects at DMACC have been single construction contracts in lieu of multiple contracts. An oversimplification of this means that the Owner and Architect are required to work only with one General Contractor. The General Contractor is responsible to the Owner (contractually) and the Subcontractors are responsible (contractually) to the General Contractor.

It is generally understood that the General Contractor marks up the Subcontractors' bids from 6 percent to 10 percent depending on the availability of work or his own workload. On a project of this size this could amount to a minimum (using 6 percent) of $125,000 to $150,000. The decision was made by the Administration and Architect to use multiple construction contracts in lieu of single construction contracts for Phase III A in order to save as much money as possible. Recognizing this decision was going to require more time for Don Zuck and the Architects to coordinate the work and administrate the contracts, adjustments will be made to Don Zuck's workload and the Architects' contract for additional time required during the Construction Phase.

The Construction Contracts are as follows:

**Contract #5 - General Construction and Site Development**
This is the work required to complete the structure, envelope, and finishes of the buildings. It also includes the related interior campus site development and plantings.

**Contract #6 - Mechanical Construction**
This is the heating, ventilating, air conditioning and plumbing work required within the buildings. It also includes the extension of the utility trench and utilities to the buildings.

**Contract #7 - Electrical Construction**
This is the electrical systems and lighting work required within the buildings and the extension of the utilities.

**Contract #8 - Roads and Lots**
This is the grading work required to build the parking lots and roads. This work also includes the pavement, curbing and storm sewer work relative to the roads and lots.

**Contract #9 - Space Partitions**
This work includes the materials and installation of the partitioning used in the open-office landscaping system. These partitions are available through a State of Iowa contract price. Two
brands - Herman Miller (supplied locally by Piggott, Inc.) and Steelcase (supplied locally by Storey-Kenworthy, Inc.) - have been examined by both DMACC staff and BDA staff and found to be of the quality and flexibility desired. Because of an almost infinite range of specifications within the partition manufacturer, and because of the state contract price previously negotiated, Contract #9 will be awarded to one of the above named firms on the basis of the state contract price. This arrangement has been discussed with the DMACC legal counsel.

Contract #10 - Snack Bar Equipment
This work includes the equipment and installation of the snack bar in the Student Services Building.
### DMACC IIIA PARTS 5, 6, 7, 8, 9 & 10

**March 10, 1980**

**COST ESTIMATE - December 12, 1979, Versus March 10, 1980**

<table>
<thead>
<tr>
<th>Contract</th>
<th>Base Bid</th>
<th>Alternates</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12-12-79</td>
<td>3-10-80</td>
<td>12-12-79</td>
</tr>
<tr>
<td>#5 General-Buildings</td>
<td>$3,513,122</td>
<td>$3,829,065</td>
<td>$261,302</td>
</tr>
<tr>
<td>Interior Campus</td>
<td>487,088</td>
<td>523,130</td>
<td>487,088</td>
</tr>
<tr>
<td>Development &amp; Rec Fields</td>
<td>$4,000,210</td>
<td>$4,352,195</td>
<td>$748,390</td>
</tr>
<tr>
<td>#6 Mechanical-Buildings &amp; Utilities to Buildings</td>
<td>965,713</td>
<td>1,223,930</td>
<td>76,706</td>
</tr>
<tr>
<td>#7 Electrical-Buildings &amp; Utilities to Buildings</td>
<td>645,343</td>
<td>671,300</td>
<td>46,009</td>
</tr>
<tr>
<td><strong>Total Buildings Only</strong></td>
<td>$5,611,266</td>
<td>$6,247,425</td>
<td>$871,105</td>
</tr>
<tr>
<td>#8 Parking Lots and Roads</td>
<td>$310,000</td>
<td>333,864</td>
<td>$122,000</td>
</tr>
<tr>
<td>#9 Space Partitions</td>
<td>160,000</td>
<td>160,000</td>
<td>-0-</td>
</tr>
<tr>
<td><strong>Total Contracts 5, 6, 7, 8, 9</strong></td>
<td>$6,081,265</td>
<td>$6,741,289</td>
<td>$993,105</td>
</tr>
<tr>
<td>#10 Snack Bar Equipment (Auxiliary Fund)</td>
<td>$96,690</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>Alternate (Deductive)</td>
<td>Estimate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------</td>
<td>--------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Delete Parking Lot M</td>
<td>$162,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Delete Tennis Courts and Recreation Fields</td>
<td>$83,100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Delete Interior Campus</td>
<td>$375,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Delete Parking Lot P</td>
<td>$171,700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Substitute Vinyl Asbestos Tile for Quarry Tile</td>
<td>$23,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Substitute Built-up Roof for Membrane Roof</td>
<td>$110,700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Delete Synthetic Floor in Gymnasium</td>
<td>$39,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Substitute Pro-Turf Synthetic Floor for Sport-Turf Synthetic Floor</td>
<td>$9,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Delete Skylights in Gymnasium</td>
<td>$7,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Delete Painting Exposed Ceilings in Gym and Other Related Spaces</td>
<td>$7,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Substitute Paint for Vinyl Fabric All Walls</td>
<td>$5,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Delete All Folding Partitions</td>
<td>$8,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Delete Prefabricated Music Practice Rooms</td>
<td>$36,700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Delete All Lockers and Benches</td>
<td>$15,100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Substitute Quality of Light Fixtures</td>
<td>$24,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Delete Background Sound System</td>
<td>$15,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Delete Entertainment Sound System</td>
<td>$13,700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Substitute &quot;Pedestal&quot; Power, Telephone and Computer Receptacles for &quot;Flush&quot; Receptacles</td>
<td>$31,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Delete &quot;Cathodic&quot; Protection for Hot Water Heating Systems Buildings 2, 3, 4, 6, 7, 8, 9, 10 and 11</td>
<td>$5,900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Substitute Fixed Conduit for Flexible Conduit to Light Fixture in Open Space Areas</td>
<td>$11,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. Delete Extension of 15KV Underground Primary Cable Loop from Building 5 to Building 8</td>
<td>$7,700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22. Delete Extension of 15KV Underground Primary Cable Loop from Building 2 to Building 7</td>
<td>$21,200</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
23. Delete Special Ceiling $ 30,000
24. Delete Double Sprinkler System for Alternate 23 14,000
25. Delete Special Equipment Dock Levelor 20,000
Dock Lift
N. D. Safe
26. Delete Precast Concrete Utility Tunnel 53,000
27. Delete Baseboard Radiation, Include Duct Heaters 45,000
28. Delete Special Diffusers in Alternate 23 5,000
BUDGET VERSUS ESTIMATE RATIONALE

1. Summary

<table>
<thead>
<tr>
<th>Building Type</th>
<th>Budget 12/8/78</th>
<th>Estimate 12/12/79</th>
<th>Estimate 3/10/80</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Services Building</td>
<td>$1,645,000</td>
<td>$7,972,809 (20%)</td>
<td>$2,175,232 (32%)</td>
</tr>
<tr>
<td>Student Services Building*</td>
<td>2,620,000</td>
<td>3,248,059 (24%)</td>
<td>3,645,753 (39%)</td>
</tr>
<tr>
<td>Roads and Lots</td>
<td>235,000</td>
<td>310,000 (32%)</td>
<td>333,864 (42%)</td>
</tr>
<tr>
<td>Landscaping &amp; Rec Fields</td>
<td>350,000</td>
<td>487,088 (39%)</td>
<td>523,130 (49%)</td>
</tr>
<tr>
<td>Space Partitions</td>
<td>160,000</td>
<td>160,000 (100%)</td>
<td>160,000 (100%)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4,850,000</strong></td>
<td><strong>$6,177,955 (27%)</strong></td>
<td><strong>$6,837,979 (41%)</strong></td>
</tr>
</tbody>
</table>

*Includes kitchen equipment of $96,690

2. Basic Assumptions and Conditions 12/8/78

- Inflation Rate at 10% Year
- Award Contract 12/79
- Cost Source = Means +15% = $48.50/SF Student Services
  Means +15% = $54.00/SF Support Services
- Area: Student Services = 53,000 SF
  Support Services = 30,000 SF
- No Drawings
- Site: Landscaping Allowance
  Parking Allowance of $600/Space
  Design
  Improved Design

3. Support Services Building

   - Budget 12/8/78 - 30,000 SF @ $54/SF = $1,620,000
     Equipment 25,000
     **Total** $1,645,000

   - Adds:
     1. Additional Inflation: 25% actual - 15% projected = 10% increase 164,500
     2. Award of Contract: 15% x 3/12 = 3.75% 62,000
     3. Additional Area: 1800 SF @ $62.03/SF 111,654
     4. Sprinkler System 48,195
     c. Additional 2% increase in costs since 12/12/79 39,456
     **Total** $2,070,805
   - Present Estimate: 31,800 @ $68.40/SF $2,175,232

4. Student Services Building

   - Budget 12/8/78 - 53,000 SF @ $48.50/SF $2,570,000
     Equipment 50,000
     **Total** $2,620,000

   - Adds:
     1. Additional Inflation: 25% actual - 10% projected = 10% increase 262,000
     2. Award of Contract: 15% x 3/12 = 3.75% 98,000
     3. Additional Area: 1500 SF @ $59.60/SF 89,400
     4. Sprinkler System 37,800
     5. Difference in Equipment Allowance: $169,050 estimate - $50,000 allowance 119,050
     6. Additional Deep Foundations: $70,000 70,000
     c. Additional 2% increase in costs since 12/12/79 64,961
     **Total** $3,361,211
   - Present Estimate: 54,500 SF @ $66.90/SF $3,645,753
5. Drives and Parking Lots
   a. Budget 12/8/78 =
      200 spaces @ $600/space $ 120,000
      Drive to Support Services Building 115,000
      $ 235,000
   b. Adds:
      1. Additional Inflation - 10% increase $ 23,500
      2. Award of Contract - 3.75% increase 8,800
      3. Support Services Lot Designed with Curbs
         Islands and Plantings for Better
         Appearance 57 @ $600 34,200
   c. Additional 2% increase in costs since 12/12/79 $ 6,200
      $ 307,700
   d. Present Estimate: $ 333,864

6. Landscaping and Rec Fields
   a. Budget 12/8/78
      1. Mall $150,000
      2. Landscape Materials 100,000
      3. Rec Fields & Misc Costs 100,000 $ 350,000
   b. Adds:
      1. Additional Inflation - 10% increase 35,000
      2. Award of Contract - 3.75% increase 13,125
      3. Quality and Quantity of Surfaces and
         Plant Materials 88,963
   c. Additional 2% increase in costs since 12/12/79 $ 9,742
      $ 496,830
   d. Present Estimate: $ 523,130

7. Urban Campus Building Costs
   a. Low Bid May 1979 = $56.24/SF
   b. Inflated to March Bid 1980 = $63.39/SF
### Schedule - Construction Documents

#### Buildings 1 & 5

**Contracts 5, 6, 7, 8**

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<tr>
<th>Date</th>
<th>Event Description</th>
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<tr>
<td>March 10, 1980</td>
<td>Present final drawings and 90% estimate to DMACC Board. Set date for bids.</td>
</tr>
<tr>
<td></td>
<td>Set date for Hearing.</td>
</tr>
<tr>
<td>March 20 or 21, 1980</td>
<td>Present final Plans and Specs to State Board.</td>
</tr>
<tr>
<td>March 24, 1980</td>
<td>Documents to Printer.</td>
</tr>
<tr>
<td>April 3, 1980</td>
<td>Documents ready for distribution. Advertise for bids and hearing. (Send to Minority Contractors).</td>
</tr>
<tr>
<td>April 10, 1980</td>
<td>Advertise for bids.</td>
</tr>
<tr>
<td>May 7, 1980</td>
<td>Receive Bids (2:00 p.m., Bldg. 2, Room 15, Ankeny Campus).</td>
</tr>
<tr>
<td>May 12, 1980</td>
<td>Hold Public Hearing (5:30 p.m., Bldg. 2, Room 15, Ankeny Campus).</td>
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**Contract 9 (Space Dividers)**

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<td>April 21, 1980</td>
<td>Out for quote.</td>
</tr>
<tr>
<td>May 8, 1980</td>
<td>Receive quotes.</td>
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**Contract 10 (Snack Bar Equipment)**

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<td>April 16, 1980</td>
<td>Advertise Bids &amp; Hearing.</td>
</tr>
<tr>
<td>April 23, 1980</td>
<td>Advertise Bids.</td>
</tr>
<tr>
<td>May 7, 1980</td>
<td>Receive Bids (2:00 p.m., Bldg. 2, Room 15, Ankeny Campus).</td>
</tr>
<tr>
<td>May 12, 1980</td>
<td>Hold Public Hearing (5:30 p.m., Bldg. 2, Room 15, Ankeny Campus).</td>
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RESOLUTION ADOPTING PLANS AND SPECIFICATIONS AND FORM OF CONTRACT FOR PHASE III A, PART 5—GENERAL CONSTRUCTION, PART 6—MECHANICAL CONSTRUCTION, PART 7—ELECTRICAL CONSTRUCTION, PART 8—PARKING LOTS AND DRIVES, PART 10—SNACK BAR EQUIPMENT (STUDENT SERVICES BUILDING NO. 5, SUPPORT SERVICES BUILDING NO. 1, AND RELATED SITE IMPROVEMENTS)

RESOLVED, that proposed plans, specifications, and form of contract for the construction of Phase III A, Part 5—General Construction, Part 6—Mechanical Construction, Part 7—Electrical Construction, Part 8—Parking Lots and Drives, Part 10—Snack Bar Equipment (Student Services Building No. 5, Support Services Building No. 1, and Related Site Improvements), are hereby adopted and placed on file in the office of the Secretary of the Board of Directors. Before any contract incorporating said plans and specifications can be issued, it is necessary to hold a public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE that at a meeting of the Board to be held at 5:30 p.m., on the 12th Day of May, 1980 at Building No. 2, Room 15, Ankeny Campus, 2006 S. Ankeny Blvd., Ankeny, Iowa, this Board will hold a Public Hearing on the matter of the adoption of plans and specifications, form of contract, and estimated costs now on file in the office of the Secretary of the Board of Directors.

BE IT FURTHER RESOLVED that the Secretary of the Board of Directors give notice of said public hearing as required by law.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 1980.

President, Board of Directors

ATTEST:

Secretary, Board of Directors
RESOLUTION FIXING DATE FOR RECEIPT OF BIDS FOR
PHASE III A, PART 5—GENERAL CONSTRUCTION, PART 6--
MECHANICAL CONSTRUCTION, PART 7--ELECTRICAL CONSTRUCTION,
PART 8--PARKING LOTS AND DRIVES, PART 10--SNACK BAR
EQUIPMENT (STUDENT SERVICES BUILDING NO. 5, SUPPORT
SERVICES BUILDING NO. 1, AND RELATED SITE IMPROVEMENTS)

RESOLVED, that sealed proposals for the construction of Phase III A,
Part 5—General Construction, Part 6—Mechanical Construction, Part 7—
Electrical Construction, Part 8—Parking Lots and Drives, Part 10—Snack
Bar Equipment (Student Services Building No. 5, Support Services
Building No. 1, and Related Site Improvements), will be received at
Building No. 2, Room 15, Ankeny Campus, 2006 S. Ankeny Blvd., Ankeny,
Iowa until 2:00 p.m., Central Daylight Savings Time, May 7, 1980, at
which time and place said bids will be publicly opened and read aloud.

BE IT FURTHER RESOLVED that the Secretary of the Board of Directors
give notice of said letting as required by law.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 1980.

Elder Leonard
President, Board of Directors

ATTEST:

Charles M. Mesler
Secretary, Board of Directors
This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Issued by
PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A practice section of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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2029 K STREET, N.W., WASHINGTON, D. C. 20006
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STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT made as of 29th day of January the year Nineteen Hundred and Eighty (80) by and between Des Moines Area Community College, Ankeny, Iowa (hereinafter called the OWNER) and Environmental Engineers, Inc., Des Moines, Iowa (hereinafter called the ENGINEER)

ITNESSETH, that whereas the OWNER intends to have designed and installed a fully computerized automation control system for building HVAC systems, etc., and other miscellaneous energy-retrofit projects and to provide all other mechanical, electrical, and general work attendant to the installation.

NOW THEREFORE, the OWNER and the ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the ENGINEER and the payment for those services by the OWNER, as set forth below.

The ENGINEER will serve as the OWNER’s professional engineering representative in those phases of the Project to which this Agreement applies, and will give consultation and advice to the OWNER during the performance of his services.

SECTION 1—CONCEPT DEVELOPMENT AND PROGRAM REPORT

After written authorization to proceed, the ENGINEER will:

1. Consult with the OWNER to determine the OWNER’s requirements for the Project.
2. Advise the OWNER as to the necessity of his procuring or obtaining services or data from others of the types described in paragraph 4.3, and act as the OWNER’s representative in connection with any such services.

3. Provide special analysis of the OWNER’s needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
4. Provide general economic analysis of the OWNER’s requirements applicable to various alternatives.
5. Prepare a Program Report with findings and recommendations for the Project and furnish five copies of the same to the OWNER.

Page 1 of 10 pages
SECTION 2—BASIC SERVICES OF THE ENGINEER

2.1. General.

2.1.1. The ENGINEER will perform professional design services in connection with the Project as hereinafter stated which shall include normal civil, structural, mechanical and electrical engineering services and normal architectural design services incidental thereto.

2.2. Schematic Planning Phase.

After written authorization to proceed with the Schematic Planning Phase the ENGINEER will:

2.2.1. Review with the OWNER his requirements for the Project per the computerized automation study by the Engineer dated 12-2-77.

2.2.2. Advise the OWNER as to the necessity of his providing or obtaining from others any additional services or data of the types described in paragraph 4.3, and act as the OWNER'S representative in connection with any such services.

2.2.3. On the basis of the OWNER'S requirements and the data obtained as a result of the services provided in accordance with paragraphs 1.2, 1.3, and 2.2.1, prepare schematic planning documents indicating clearly the considerations involved and the alternate solutions available to the OWNER; the schematic design shall include schematic layouts, sketches, and preliminary design criteria, and set forth the ENGINEER's recommendations and establish the scope of the Project.

2.2.4. Prepare a preliminary cost estimate for the Project.

2.2.5. Furnish two copies of the above schematic documents and estimate.

2.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, the ENGINEER will:

2.3.1. On the basis of paragraph 2.2.1, prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

2.3.2. Prepare a revised preliminary cost estimate for the Project based on the information contained in the preliminary design documents.

2.3.3. Furnish two copies of the above preliminary design documents and revised estimate.

2.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase the ENGINEER will:

2.4.1. On the basis of the approved preliminary design documents prepare for incorporation in the Contract Documents, detailed drawings to show the character and scope of the work to be performed by contractors on the Project (hereinafter called the "Drawings"), and instructions to bidders, general conditions, special conditions and technical provisions (all of which are hereinafter called the "Specifications").

2.4.2. Furnish to the OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that the OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.

2.4.3. Advise the OWNER of any adjustment of the cost estimate for the Project caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the Project based on the final Drawings and Specifications.

2.4.4. Prepare proposal forms and notice to bidders and assist in the preparation of the Contract Documents.

2.4.5. Furnish five copies of the final Drawings and Specifications.

2.4.6. Paragraph 3.1.2. shall be part of Basic Services Of the Engineer.

2.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, the ENGINEER will:

2.5.1. Assist the OWNER in obtaining and evaluating bids or negotiating proposals and preparing construction contracts.

2.5.2. Consult with and advise the OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

2.5.3. This Phase shall terminate upon commencement of the Construction Phase or upon cessation of negotiations with Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 7.3.2.5).

2.6. Construction Phase.

The Construction Phase will commence with the execution of the first of the prime construction contract(s) to be executed (or on such other date as may be specified by the OWNER for commencement of the work under any construction contract) and will terminate upon written approval of final payment by the ENGINEER to all of the Contractor(s). During the Construction Phase the ENGINEER will:

2.6.1. Consult with and advise the OWNER and act as his representative as provided in Articles 1 through 42, inclusive, of the Standard General Conditions of the Construction Contract, National Society of Professional Engineers document #1910-8, 1970 edition; the extent and limitations of the duties, responsibilities and authority of
the ENGINEER as assigned in said Standard General Conditions shall not be modified without the ENGINEER's written consent; all of the OWNER's instructions to the Contractor(s) shall be issued through the ENGINEER who shall have authority to act on behalf of the OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

2.6.2. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; he will not be responsible for the construction means, methods, techniques, sequences or procedures or the safety precautions and programs incident thereto; his efforts will be directed toward providing assurance for the OWNER that the completed Project will conform to the requirements of the Contract Documents, but he will not be responsible for the failure of Contractor(s) to perform the construction work in accordance with the Contract Documents; and during such visits and on the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the work, will endeavor to guard the OWNER against defects and deficiencies in the work of Contractor(s) and may disapprove or reject work as failing to conform to the Contract Documents.

2.6.3. Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for performance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.

2.6.4. Issue all instructions of the OWNER to the Contractor(s); prepare routine change orders as required; he may, as the OWNER's representative, require special inspection or testing of the work; he will act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto and will make decisions on all claims of the OWNER and the Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto; but the ENGINEER will not be liable for the results of any such interpretations or decisions rendered by him in good faith.

2.6.5. Based on his on-site observations as an experienced and qualified design professional and on his review of Contractor(s)' applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve in writing payment to the Contractor(s) in such amounts; such approvals of payment shall constitute a representation to the OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion and to any qualifications stated in his approval), but by approving an application for payment the ENGINEER shall not be deemed to have represented that he has made any examination to determine how or for what purposes any Contractor has used the moneys paid on account of the Contract Price.

2.6.6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve, in writing, final payment to each Contractor.

2.6.7. The ENGINEER will not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other person performing any of the work under the construction contract.

SECTION 3—ADDITIONAL SERVICES OF THE ENGINEER

3.1. General.

If authorized in writing by the OWNER, the ENGINEER will furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by the OWNER as indicated in Section 6.

3.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with public works projects.

3.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the OWNER.

3.1.3. Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction.

3.1.4. Providing renderings or models for the OWNER's use.
3.1.5. Revising previously approved studies, reports, design documents, Drawings or Specifications, when such revisions are due to causes beyond the control of the ENGINEER.

3.1.6. Preparing documents for alternate bids requested by the OWNER for work which is not executed or documents for out-of-sequence work.

3.1.7. Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the OWNER.

3.1.8. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, selection of furniture and furnishings, communications, acoustics, kitchens and landscaping.

3.1.9. Additional services resulting from the Project involving more than one prime construction contract, or separate construction contracts for different building trades, or separate equipment contracts; provided that additional compensation for such services is not provided under paragraphs 6.1.2.2 or 6.1.2.4.

3.1.10. Services in connection with change orders to reflect changes requested by the OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

3.1.11. Services necessitated by out-of-town travel required of the ENGINEER other than visits to the Project site as required by Section 2.

3.1.12. Preparing for the OWNER, on request, a set of reproducible record prints of Drawings showing these changes made during the construction process, based on the marked-up prints, Drawings and other data furnished by the Contractors to the ENGINEER and which the ENGINEER considers significant.

3.1.13. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the construction contract time of any prime construction contract by more than sixty days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by the Contractor under any prime construction contract.

3.1.14. Preparation of operating and maintenance manuals; extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

3.1.15. Services or consultation after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.

3.1.16. Preparing to serve or serving as a witness for the OWNER in any litigation or other proceeding involving the Project.

3.1.17. Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

3.2. Resident Services During Construction.

3.2.1. If requested by the OWNER or recommended by the ENGINEER and approved in writing by the other, a Resident Project Representative and assistants will be furnished and will act as directed by the ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase. Such services will be paid for by the OWNER as indicated in paragraph 6.1.3.4.

3.2.2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants shall be set forth in Exhibit A which is to be identified, attached to and made a part of this Agreement before such services begin.

3.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the work, but the furnishing of such resident project representation shall not make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for the Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

SECTION 4—THE OWNER'S RESPONSIBILITIES

The OWNER will:

4.1. Provide full information as to his requirements for the Project.

4.2. Assist the ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.

4.3. Furnish the ENGINEER services or data as required by paragraphs 1.2 and 2.2.2, such as core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials
and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right of way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations not covered in paragraph 3.1; all of which the ENGINEER may rely upon in performing his services under this Agreement.

4.4. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.

4.5. Examine all studies, reports, sketches, estimates, Specifications, Drawings, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.6. Pay for all costs incident to obtaining bids or proposals from contractors, including printing of all Contract Documents.

4.7. Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing service as the OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract.

4.8. Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.

4.9. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.

4.10. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.11. Furnish, or direct the ENGINEER to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

4.12. Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5—PERIOD OF SERVICE

5.2. The services called for in the Schematic Planning Phase shall be completed and the schematic plan documents and estimate submitted within ___30___ calendar days following the authorization to proceed with that phase of services.

5.3. After acceptance by the OWNER of the schematic documents and estimate, indicating any specific modifications or changes in scope desired by the OWNER, and upon written authorization from the OWNER, the ENGINEER will proceed with the performance of the services called for in the Preliminary Design Phase, and will submit preliminary design documents and a revised estimate within ___30___ calendar days following the authorization to proceed with that phase of services.

5.4. After acceptance by the OWNER of the preliminary design documents and revised estimate, indicating any specific modifications or changes in scope desired by the OWNER, and upon written authorization from the OWNER, the ENGINEER will proceed with the performance of the services called for in the Final Design Phase, so as to deliver final Drawings, Specifications and a revised estimate for all authorized work on the Project within ___90___ calendar days after the authorization to proceed with that phase of services.

5.5. The ENGINEER'S services under the Schematic Planning Phase, Preliminary Design Phase and Final Design Phase, shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER or (2) thirty days after the date when such submissions are delivered to the OWNER for final approval.

5.6. Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and any required extension thereto. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt written authorization to proceed with the Schematic Planning, Preliminary Design, Final Design or Bidding or Negotiating Phase after completion of the immediately preceding phase, or if the Construction Phase has not commenced within ___90___ calendar days (plus such additional time as may be required to complete the services called for under paragraph 7.3.2.5) after completion of the Final Design Phase.

5.7. If the OWNER has requested significant modifications or changes in the scope of the Project, the time of performance under paragraphs 5.2, 5.3 and 5.4 shall be adjusted appropriately.

5.8. If the design or construction of the Project is delayed significantly for reasons (including costs of construction) beyond the ENGINEER'S control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.
SECTION 6—PAYMENTS TO THE ENGINEER

.1. Methods of Payment for Services and Expenses of the ENGINEER.

.1.1. Concept Development and Program Report. The OWNER will pay the ENGINEER for the Concept Development and Program Report services rendered under Section 1 an amount based on the payroll costs times a factor of for services rendered by principals and employees assigned to the Project at regularly established offices of the ENGINEER plus all reimbursable expenses.

.1.2. Basic Services. The OWNER will pay the ENGINEER for Basic Services rendered under Section 2 on one of the following bases (except as otherwise provided in paragraph 6.1.2.6):

6.1.2.1. Lump Sum. If the Project is awarded on the basis of one prime construction contract, a lump sum fee of $37,900,

or

6.1.2.2. Lump Sum. If the Project is awarded on the basis of not more than prime construction contracts, a lump sum fee of $ ......................

or

6.1.2.3. Percentage. If the Project is awarded on the basis of one prime construction contract percent of the Project construction cost.

or

6.1.2.4. Percentage. If the Project is awarded on the basis of not more than prime construction contracts percent of the Project construction cost.

or

6.1.2.5. Payroll Cost Times a Factor. An amount based on the payroll costs times a factor of for services rendered by principals and employees assigned to the Project at regularly established offices of the ENGINEER plus all reimbursable expenses.

or

6.1.2.6. Other Method. (To be used in case one of the above methods of compensation is not applicable.)

(Refer to and attach schedule when applicable)

6.1.3. Additional Services. The OWNER will pay the ENGINEER for Additional Services rendered under Section 3 as follows: See Schedule listed in Paragraph 8.2.

6.1.3.2. Special Consultants. The OWNER will pay the ENGINEER for services of special consultants covered by paragraph 3.1.8, the amount billed to the ENGINEER therefor times a factor of plus all of the ENGINEER's reimbursable expenses in connection therewith.

6.1.3.3. Serving as a Witness. The OWNER will pay the ENGINEER for the services of the principals and employees as witnesses in accordance with paragraph 3.1.16 at the rate of per day or any portion thereof plus all reimbursable expenses.

6.1.3.4. Resident Project Services. The OWNER will pay the ENGINEER for resident services during construction furnished under paragraph 3.2.1 on the basis of payroll costs times a factor of for services rendered by principals and employees assigned to field offices in connection with resident Project representation plus all reimbursable expenses.

6.1.4. Reimbursable Expenses. The OWNER will pay the ENGINEER the actual costs of all reimbursable expenses incurred as provided in paragraphs 6.1.1, 6.1.2.5, 6.1.2.6 and 6.1.3.

6.1.5. As used in this paragraph 6.1, the terms “project construction cost”, “payroll costs” and “reimbursable expenses” shall have the meanings assigned to them in paragraphs 6.3.1, 6.3.4 and 6.3.5.

6.2. Times of Payment.

6.2.1. The OWNER will make prompt monthly payments in response to the ENGINEER's monthly detailed statements for all categories of services rendered under this Agreement and for reimbursable expenses incurred.

6.2.2. Upon authorization to proceed with the Schematic Plan Phase, a primary payment of shall be made as the minimum payment for Basic Services and this amount shall be credited to the final payment to be made for Basic Services performed under this Agreement.

6.2.3. In the case of payments for Basic Services on the basis of a lump sum or a percentage of construction cost under paragraphs 6.1.2.1 through 6.1.2.4, inclusive, upon conclusion of each phase of Basic Services, compensation for all phases of Basic Services rendered shall amount to the following percentages of the total compensation payable for all phases of Basic Services:

(1) Schematic Planning Phase 15%
(2) Preliminary Design Phase 35%
(3) Final Design Phase 75%
(4) Bidding or Negotiating Phase 80%
(5) Construction Phase 100%
6.2.4. Payments for Basic Services in accordance with paragraph 6.1.2.6 shall be made as follows:

(Refer to and attach schedule when applicable)

6.3. General.

6.3.1. Project construction cost when used as a basis for payment shall be based on one of the following sources with precedence in the order listed:

6.3.1.1. For completed construction the total cost of all work performed as designed or specified by the ENGINEER.

6.3.1.2. For work not constructed, the lowest bona fide bid received from a qualified bidder for such work; or if the work is not bid, the lowest bona fide negotiated proposal for such work.

6.3.1.3. For work for which no such bid or proposal is received, the ENGINEER's most recent cost estimate for the Project. Labor furnished by the OWNER for the Project shall be included in the construction cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the OWNER shall be included at current market prices except that used materials and equipment shall be included as if purchased new for the Project.

6.3.2. Such Project construction cost shall be the total cost of the Project to the OWNER, but it shall not include the ENGINEER's compensation, the cost of the land, rights-of-way, or compensation for and/or damages to properties unless this Agreement so specifies, nor shall it include the OWNER's legal, accounting, insurance counseling, or auditing services or interest charges incurred in connection with the Project.

6.3.3. No deduction shall be made from the ENGINEER's compensation on account of penalty, liquidated damages, or other amounts withheld from payments to the Contractor(s).

6.3.4. The payroll costs used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged directly on the Project, including, but not limited to, engineers, architects, surveymen, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of fringe benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. For the purposes of this Agreement, the principals of the ENGINEER and their hourly rates are:

See Paragraph 8.2.

6.3.5. Reimbursable expenses shall mean the actual expenses of transportation and subsistence of principals, employees and consultants for the normal civil, structural, mechanical and electrical engineering services and the normal architectural services incidental thereto when traveling in connection with the Project; expenses incidental to obtaining bids or proposals from contractors; expenses of furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings and Specifications, and similar Project-related items in addition to those required under Sections 1 and 2; expense of computer time including an appropriate charge for previously established programs; and, if authorized in advance by the OWNER, expense of overtime work requiring higher than regular rates.

6.3.6. If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the amounts due the ENGINEER shall bear interest at the legal rate in force at the principal place of business of the ENGINEER from said sixtieth day, and in addition the ENGINEER may, after giving seven days' written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

6.3.7. If this Agreement is terminated upon the completion of the ENGINEER's services under Section 1, or at the completion of any phase of the Basic Services called for under Section 2, progress payments to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services when the ENGINEER is being compensated on the basis of a lump sum or a percentage of construction cost, the ENGINEER shall be paid for services rendered on the basis of his reasonable estimate of the portion of such phase completed prior to termination. If this Agreement is terminated during services under Section 1 or during any phase of Basic Services when the ENGINEER is being compensated on the basis of payroll times a factor, the ENGINEER shall be paid for services rendered to the date of termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses. Any primary payment made under paragraph 6.2.2 shall be credited to any terminal payment due the ENGINEER.

6.3.8. If, prior to termination of this Agreement, any work designed or specified by the ENGINEER under Section 1 or during any phase of the Basic Services is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.3.7 for termination during any phase of his services.
SECTION 7—GENERAL CONSIDERATIONS

1.1. Termination.

This Agreement may be terminated by either party by seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is so terminated, the ENGINEER shall be paid as provided in paragraph 6.3.7.

1.2. Ownership of Documents.

All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER may at his expense obtain a set of reproducible record prints of drawings and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements thereto and he will not sell, publish or display them publicly. Re-use for extensions of the Project, or for new projects, shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER.

1.3. Estimates.

1.3.1. Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his estimates of cost or the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from cost estimates prepared by him.

1.3.2. If, as a condition to this Agreement, a Project construction cost limit is established, the following shall apply:

7.3.2.1. The approval by the OWNER at any time during the Basic Services of a revised cost estimate in excess of the then established cost limit, shall constitute a corresponding increase in the Project construction cost limit.

7.3.2.2. Any Project construction cost limit established by this Agreement shall include a bidding contingency of ten percent unless another amount is agreed upon in writing.

7.3.2.3. The ENGINEER shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope of the Project to bring it within the cost limit.

7.3.2.4. If the Construction Phase has not commenced within six months of the completion of the Final Design Phase, the established Project construction cost limit in this Agreement shall not be effective or binding on the ENGINEER, and the OWNER will consent to an adjustment in such cost limit commensurate with any change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

7.3.2.5. If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope. In the case of (3), the ENGINEER will, without additional charge, modify the Drawings and Specifications as necessary to bring the Project construction cost within the cost limit. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

7.4. Arbitration.

7.4.1. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law.

7.4.2. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.4.3. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

7.5. Insurance.

The ENGINEER will secure and maintain such insurance as will protect him from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.
7.6. Successors and Assigns.

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

SECTION 8—SPECIAL PROVISIONS

The OWNER and the ENGINEER agree that this Agreement shall be subject to the following special provisions which together with the provisions hereof and the exhibits and schedules hereto represent the entire Agreement between the OWNER and the ENGINEER; they may only be altered, amended or repealed by a duly executed written instrument.

8.1. Under paragraph 6.3.1.2. for the purpose of fee payment, the Engineer shall be paid his full fee on all contracts let and 80% of full fee payment on work designed and bid, but not let, including all alternate bids and based on the lowest bona fide bid received.

8.2. Schedule of compensation for extra services not part of Basic Services shall be as follows:

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<tr>
<th>Principals</th>
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</thead>
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<td>Technicians (Drafting)</td>
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<tr>
<td>Car Mileage</td>
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</table>
N WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

DES MOINES AREA COMMUNITY COLLEGE

Eldon Leonard

DATE: 10 March 1980

ENGINEER:

ENVIRONMENTAL ENGINEERS, INC.

BY: Robert W. Flanagan

DATE: Jan 29, 1980
AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of MARCH, 1980, by and BETWEEN Des Moines Area Community College, hereinafter referred to as the "OWNER", and BRADSHAW ASSOCIATES, P.C., 610 S.E. 10th Street, Ankeny, Iowa 50021, hereinafter referred to as the "PLANNER".

It is the intention of the Owner to retain the Planner to study, consult, and advise the necessity of lands in excess of 160 acres for the short-term and long-term purposes and provide recommendations in a Final Report, for the Des Moines Area Community College, 2006 South Ankeny Blvd., Ankeny, Iowa 50021; herein after referred to as the Project. The Owner and the Planner agree as set forth below.

I. The Planner shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement.

II. The Owner shall compensate the Planner, in accordance with the Terms and Conditions of this Agreement, as follows:

a. For the Planner's Services, as described in Article I. compensation computed on one of the following bases:

1. At the fixed rate of:
   Project Landscape Architect-Thirty-six Dollars ($36.00) per hr.
   Landscape Architect - Twenty Dollars ($20.00) per hr.
   Landscape Designer - Fifteen Dollars ($15.00) per hr.
   Secretarial - Twelve Dollars ($12.00) per hr.
   Services of Veenstra and Kimm, 300 West Bank Bldg., 1601 22nd Street, West Des Moines, Iowa 50265 professional consultants, at a multiple of one point zero (1.0) times the amount billed to the Planner for such services.

2. The rates set forth in this Paragraph IIa will be subject to renegotiation if the services covered by this Agreement have not been completed within twelve (12) months of the date hereof.

b. FOR THE PLANNER'S REIMBURSABLE EXPENSES, amounts expended as defined in Article III.

c. THE TIMES AND FURTHER CONDITIONS OF PAYMENT shall be as described in Article IV.
ARTICLE I. SCOPE OF SERVICES

TO STUDY, CONSULT, AND ADVISE ON THE FOLLOWING:

1.1. To determine the necessity of college lands in excess of 160 acres for the short-term and long-term purposes. Recommendations to be based upon the review and utilization of existing reports, studies, and plans of the existing and projected facilities.

1.2. In the event of disposal of any land; to recommend the best uses to which the land could be put to use, without adversely affecting or interfering with the short-term or long-term purposes or interests of the college. To retain and coordinate with the firm of Veenstra and Kimm for their providing a Feasibility Study on Utilities and Drainage for projected demands and uses;

1.2.1. Provide an inventory of existing water and sanitary sewerage facilities available to the general area including:

A. Location and sizing of water mains and appurtenances and available pressures.

B. Locations and depths of sanitary sewers; capacities of pumping stations and treatment facilities.

1.2.2. Determine present loadings on the existing water and sewerage systems and the excess capacity available, if any.

1.2.3. Establish projected demands originating from the DMACC campus, student housing and undeveloped adjacent areas.

1.2.4. If excess capacity is available in the water and sewerage systems, establish the additional population which can be served.

1.2.5. If the water and sewerage systems are inadequate, develop alternative plans, including private systems, for serving additional population together with scheduling and estimates of costs.

1.2.6. Review the alternatives with DMACC, the City of Ankeny and the Iowa Department of Environmental Quality. Review fire flow requirements with the Insurance Services Office.
1.2.7. Following review, set forth a schedule, from the standpoint of water and sanitary sewer, for development of student housing facilities.

1.2.8. Establish requirements for costs of operation and maintenance or user charges for the utilities.

1.2.9. Determine storm drainage requirements, including storm water retention, and the estimated cost thereof.

1.2.10. Summarize the findings and recommendations in a written report.

1.3. To make recommendations, in coordination with the college's counsel, for the best means of disposing of any such land, so as to assure the college will receive proper value for the land, or its use, taking into consideration limitations necessary to protect the interests of the college. To review the process with the City of Ankeny on the disposition of college land regarding platting and zoning requirements.

1.4. To prepare and present 12 copies of a Final Report which summarizes the findings and recommendations.

Compensation of Services for the above scope will be based upon hourly rates. The maximum fee shall not exceed Four Thousand, Four Hundred Dollars ($4,400), plus $3,300 for the Feasibility Study on Utilities and Drainage prepared by Veenstra and Kimm.

ARTICLE II. THE OWNER’S RESPONSIBILITIES

2.1. The Owner shall provide full information regarding his requirements for the Project, including services of their legal counsel.

2.2. The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine submissions made by the Planner and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Planner's work.

2.3. The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work and the Planner shall be entitled to rely upon the accuracy and completeness thereof; including information pertaining to topography, property surveys, easements, right-of-ways, plats, legal descriptions, utilities, and plans of existing and projected facilities.
ARTICLE III. REIMBURSABLE EXPENSES

3.1. Reimbursable Expenses are in addition to the Compensation for Services and include actual expenditures made by the Planner, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

3.1.1. Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

3.1.2. Expense of reproductions, printing, duplication, postage and handling of documents.

3.1.3. If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

3.1.4. Expense of more than 12 copies of the Final Report.

ARTICLE IV. PAYMENTS TO THE PLANNER

4.1. Payments on account of the Planner's Services and for Reimbursable Expenses as defined in Article III. shall be made monthly upon presentation of the Planner's statement of services rendered or as hereinbefore provided.

4.2. If the Project is suspended for more than three months or abandoned in whole or in part, the Planner shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Planner's Compensation shall be subject to renegotiation.

4.3. Payments due the Planner under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE V. PLANNER'S TIME ACCOUNTING RECORDS

Records of the Planner's Direct Personnel Time Records, Consultant and Reimbursable Expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.
ARTICLE VI. TERMINATION OF AGREEMENT

6.1. This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Planner, the Planner shall be paid his compensation plus Reimbursable Expenses for services performed to termination date and all terminal expenses.

6.2. Terminal Expenses are defined as Reimbursable Expenses directly attributable to termination, plus a percentage computed as follows:

10% of the stated maximum amounts in Article I.

ARTICLE VII. SUCCESSORS AND ASSIGNS

The Owner and the Planner each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Planner shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE VIII. ARBITRATION

8.1. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

8.2. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8.3. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
ARTICLE IX. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Planner and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Planner.

ARTICLE X. GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Planner.

This Agreement executed the day and year first written above.

OWNER

PLANNER

[Signatures]
This attachment is retained in a separate file in the office of the Secretary of the Board of Directors.
# DES MOINES AREA COMMUNITY COLLEGE
## CASH POSITION REPORT
### February 29, 1980

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### INVESTMENTS:

**CERTIFICATES OF DEPOSIT:**

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**INVESTMENTS**

<table>
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<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>$768,393.11</td>
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<tr>
<td>$3,364,593.00</td>
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<tr>
<td>857,405.65</td>
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**CASH IN BANK**

<table>
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<tr>
<th>Amount</th>
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<tbody>
<tr>
<td>$767,650.92</td>
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<tr>
<td>857,405.65 (B)</td>
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Notes:
- Efficient Balance represents outstanding checks.
- Next loan payment from Sinking Fund due 6-30-80 for $1,531,320.00.
### AUXILIARY AND AGENCY FUNDS
#### ACCOUNT STATUS
January 31, 1980

<table>
<thead>
<tr>
<th>ACCOUNT CATEGORY</th>
<th>BAL. FWD. 7/1/79</th>
<th>FYD RECEIPTS</th>
<th>FYD DISBURSEMENTS</th>
<th>ACCT. BAL. 1/31/80</th>
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<td>FYD DISBURSEMENTS</td>
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<td>112 07</td>
<td>Carroll Student Activity</td>
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<td>Leadership Program</td>
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<td>-0-</td>
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<td>Film Series</td>
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<td>Special Emphasis Week</td>
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<td>-0-</td>
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<td>Boone Athletic Concessions</td>
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<td>2,156.96</td>
<td>1,430.19</td>
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<td>Boone Athletic Dept.</td>
<td>(10.81)</td>
<td>6,660.48</td>
<td>10,200.35</td>
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<td>Boone General Activity</td>
<td>(270.77)</td>
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<td>Boone Student Publications</td>
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<td>Boone Student Senate</td>
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<td>Boone Student Center</td>
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<td>542.18</td>
<td>831.18</td>
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</table>

**TOTALS**

- **$72,363.14** in Investment in Passbook

- **$35,000.00** Due from Others (DMACC Foundation)

- **$6,368.18** in CD's

- **$20,000.00** in CD's

- **$5,000** Due from Others (DMACC Foundation)
<table>
<thead>
<tr>
<th>CT. NO.</th>
<th>ACCOUNT NAME</th>
<th>BALANCE FORWARD 7/1/79</th>
<th>FYD RECEIPTS</th>
<th>FYD DISBURSEMENTS</th>
<th>ACCOUNT BALANCE 1/31/80</th>
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<tr>
<td>10 03</td>
<td>ABE Workshop</td>
<td>(1,680.06)</td>
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<td>678.43</td>
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<td>15,901.07</td>
<td>15,702.13</td>
<td>3,975.69</td>
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<td>1,449.48</td>
<td>286.76</td>
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<td>GED Testing</td>
<td>4,768.29</td>
<td>5,218.10</td>
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<td>2,423.86</td>
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<td>(6,742.94)</td>
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<td>Boone State Board Fees</td>
<td>(210.00)</td>
<td>605.00</td>
<td>720.00</td>
<td>(325.00)</td>
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<td><strong>TOTALS</strong></td>
<td></td>
<td><strong>$10,560.23</strong></td>
<td><strong>$25,112.42</strong></td>
<td><strong>$34,212.98</strong></td>
<td><strong>$1,459.67</strong></td>
</tr>
<tr>
<td>T. NO.</td>
<td>ACCOUNT NAME</td>
<td>BALANCE FORWARD 7/1/79</td>
<td>FYD RECEIPTS</td>
<td>FYD DISBURSEMENTS</td>
<td>ACCOUNT BALANCE 1/31/80</td>
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<td>---------------------</td>
<td>------------------------</td>
<td>--------------</td>
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<tr>
<td>12 03</td>
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<td>(2,858.34)</td>
<td>4,022.82</td>
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<td>(1,431.08)</td>
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<tr>
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<td>(7,056.73) a</td>
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<td>54,027.87 b</td>
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<td>18 06</td>
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<td>23,764.72</td>
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<td>42,910.70</td>
<td>37,011.17 c</td>
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<tr>
<td>32 03</td>
<td>Cafeteria</td>
<td>(34,987.00)</td>
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<td>160,807.96</td>
<td>(39,081.15) d</td>
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<td>Media</td>
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<td>350.28</td>
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<td>(38.70)</td>
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<td>1,638.80</td>
<td>1,944.33</td>
<td>(305.53)</td>
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<td>(488.41)</td>
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<td>27.90</td>
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<td>-0-</td>
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<td>ABE Books &amp; Guides</td>
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<td>(1,540.97)</td>
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<td>1,760.48</td>
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<td>(269.61)</td>
<td>428.44</td>
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<td>(975.17)</td>
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**TOTALS**

|                      | $62,799.09 | $676,034.14 | $676,282.56 | $62,550.67 |

(a) Includes inventory $8,767.62
(b) Includes inventory $160,277.04
   accts. payable $2,203.78
(c) Includes inventory $21,708.24
(d) Includes inventory $5,213.71
<table>
<thead>
<tr>
<th>CT. NO.</th>
<th>ACCOUNT NAME</th>
<th>BALANCE FORWARD 7/1/79</th>
<th>FYD RECEIPTS</th>
<th>FYD DISBURSEMENTS</th>
<th>ACCOUNT BALANCE 1/31/80</th>
</tr>
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<tbody>
<tr>
<td>3 03</td>
<td>Agri Business Club</td>
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<td>1,884.60</td>
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<td>643.71</td>
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<td>146.00</td>
<td>912.74</td>
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<td>Sky Raiders Amateur Radio</td>
<td>(245.96)</td>
<td>310.00</td>
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<td>(210.77)</td>
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<td>3 03</td>
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<td>-0-</td>
<td>300.87</td>
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<td>Quality Craftsman</td>
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<td>The Sting</td>
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## WORD PROCESSING AND PRINTING & REPRODUCTION

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COPY OF ADVERTISEMENT
Exhibit "A"

STATE OF IOWA
POLK COUNTY ss.

The undersigned, being first duly sworn, on oath states that he is the Auditing Director of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of.

THE DES MOINES REGISTER (Daily)
DES MOINES TRIBUNE (Daily)
DES MOINES SUNDAY REGISTER

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is hereto annexed as Exhibit "A" and made a part of this affidavit, was printed and published in said The Des Moines Register (daily) the following dates:

April 21, 28, 1980

in said Des Moines Tribune (daily) the following dates

in said Des Moines Sunday Register on

The affiant states that all of the facts set forth in the foregoing affidavit are true as he verily believes.

Subscribed and sworn to before me by said affiant this 30th day of April, 1980.

Mary E. Altschul
Notary Public in and for Polk County, Iowa.

DES MOINES AREA COMMUNITY COLLEGE
/s/ Elidon Leonard
President

ATTEST: /s/ Charles K. Wright, Secretary
Affidavit of Publication

STATE OF IOWA  ss.

POLK COUNTY  ss.

The undersigned, being first duly sworn, on oath states that he is the Auditing Department Manager of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

DES MOINES TRIBUNE (Daily)

DES MOINES SUNDAY REGISTER

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April 21, 1980

in said Des Moines Tribune (daily) the following dates


in said Des Moines Sunday Register on

The affiant states that all of the facts set forth in the foregoing affidavit are true as he verily believes.

Subscribed and sworn to before me by said affiant this 23rd day of

April, 1980

Mary E. Helman
Notary Public in and for Polk County, Iowa
NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

A public hearing will be held on May 12, 1930, at 1:30 P.M., Central Daylight Time, by the Board of Directors of the Des Moines Area Community College, Building 2, Room 15, 2006 Ankeny Boulevard, Ankeny, Iowa, in relation to proposed plans, specifications, and form of contract for the construction of the following improvement:

DES MOINES AREA COMMUNITY COLLEGE - PHASE IIIA, PARTS 5, 6, AND 7

at which time and place any interested persons may appear and file objections to the said proposed plans, specifications, form of contract or the cost of such improvement.

The Board of Directors will then hear said objections and any evidence for or against the same, and forthwith enter of record its decision thereon.

Des Moines Area Community College
/\/ Eldon Leonard
President, Board of Directors

ATTEST:
/\/ Charles K. Wright
Secretary, Board of Directors

STATE OF IOWA SS.

POLK COUNTY SS.

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DES MOINES SUNDAY REGISTER

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April 3, 1930

in said Des Moines Tribune (daily) the following dates:

in said Des Moines Sunday Register on:

The affiant states that all of the facts set forth in the foregoing affidavit are true as he verily believes:

Subscribed and sworn to before me by said affiant this 3rd day of April, 1930.

Mary E. Almman
Notary Public in and for Polk County, Iowa
Affidavit of Publication

STATE OF IOWA   }  ss.
POLK COUNTY     }  ss.

The undersigned, being first duly sworn, on oath states that he is the Auditing Department Manager of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)
DES MOINES TRIBUNE (Daily)
DES MOINES SUNDAY REGISTER

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April 3, 1980

in said Des Moines Tribune (daily) the following dates

in said Des Moines Sunday Register on

The affiant states that all of the facts set forth in the foregoing affidavit are true as he verily believes.

Subscribed and sworn to before me by said affiant this 3rd day of

April 79

Notary Public in and for Polk County, Iowa
NOTICE TO BIDDERS

PROJECT: Des Moines Area Community College, Phase IIIA, Parts 5, 6 and 7
OWNER: Des Moines Area Community College

Separate sealed proposals for the general, mechanical and electrical construction work for Phase IIIA, Parts 5, 6 and 7, Des Moines Area Community College, will be received at Building 2, Room 15, 2006 Ankeny Boulevard, Ankeny, Iowa, until 2:00 p.m., Central Daylight Time, on May 7, 1980.

Bids shall be submitted according to the following classifications:

Part 5: General Construction
Part 6: Mechanical Construction
Part 7: Electrical Construction

Said bids will be publicly opened and read aloud at 2:00 p.m. The information for Bidders, instructions to Bidders, form of Contract, Plans, Specifications, Forms of Bid Bond, Performance and Payment Bonds, and other contract documents may be examined at the following:

1. Master Builders of Iowa, 221 Park Street, Des Moines, Iowa
2. F.W. Dodge Corporation, Suite 246, 1025 Ashworth Road, West Des Moines, Iowa
3. Allied Construction Interests, P.O. Box 1844, Cedar Rapids, Iowa
4. Waterloo Builders Exchange, P.O. Box 749, Waterloo, Iowa
5. Northern Iowa Builders Exchange, 251 9th S.E., Mason City, Iowa
6. Fort Dodge Plan Room, P.O. Box 1211, Fort Dodge, Iowa
7. Sioux City Construction League, 434 Commerce Bldg., Sioux City, Iowa
8. Omaha Builders Exchange, 4721 F St., Omaha, Nebraska
9. Scott, Photographers, 7600 Parklawn Avenue, Minneapolis, Minnesota
10. Dubuque Builders Exchange, 19 Main, Dubuque, Iowa
11. Bettendorf F.W. Dodge, 2405 Kimberly Road, Bettendorf, Iowa
12. Associated Builders & Contractors, Inc., 4845 Merle Hay Road, Des Moines, Iowa
13. Lincoln Builders Bureau, P.O. Box 80968, Lincoln, Nebraska
14. Union Contractors Inc., Al Bibbins, 4120 East Euclid, Des Moines, Iowa 50317

Copies may be obtained at the office of Bussard/Dilts Associates Ltd., Architects and Planners, 414 61st Street, Des Moines, Iowa 50312.

Prime bidders and major subcontractors may obtain full sets of Bidding Documents upon deposit of $5,000. Deposit will be returned in full upon return of plans in good condition within 14 calendar days from the opening date. No refund deposit will be made for plans returned in poor condition or after that date.

If suppliers or minor subcontractors wish to have partial sets, they may order such documents directly from the printer and will be billed for the expense of printing and mailing by the printing company. The Architect will not order separate or partial sets for the supplier or subcontractor.

All bids submitted shall be made on prepared form for proposal attached to and made a part of the plans and specifications which are incorporated in and made a part of the proposed form of contract.

All bids shall be accompanied by a Certified Check or Bid Bond in the following amounts:

Part 5: General Construction: $225,000
Part 6: Mechanical Construction: $25,000
Part 7: Electrical Construction: $35,000

The Certified Checks or Bid Bonds of the three lowest bidders shall be retained until a Contract is entered into or all bids are rejected, but in no event longer than 30 days after the date of the opening of bids.

By virtue of the statutory authority, a preference will be given to products and provisions grown, and coal produced, within the State of Iowa, and preference will be given to Iowa local labor.

The Board of Directors reserves the right to consider the experience and responsibility of the Bidder in determining which Proposal it deems to be in its best interest and may accept an acceptance of any Bid for a period not to exceed 30 days after opening of Bids, pending necessary details.

The Board of Directors reserves the right to reject any and all bids received.

DES MOINES AREA COMMUNITY COLLEGE

By: Edson Leonard
President

ATTEST: Charles K. Wright
Secretary

Affidavit of Publication

STATE OF IOWA

POLK COUNTY

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April 3, 10, 1980

in said Des Moines Tribune (daily) the following dates:

April 9, 16, 1980

in said Des Moines Sunday Register on:

April 13, 1980

The affiant states that all of the facts set forth in the foregoing affidavit are true as he verily believes.

Subscribed and sworn to before me by said affiant this 10th day of April 1980

Mary E. Gilman

Notary Public in and for Polk County, Iowa
COPY OF ADVERTISEMENT
Exhibit “A”

NOTICE TO BIDDERS

Sealed proposals for the construction of Phase IIIA, Part B—Parking Lots and Drives, Des Moines Area Community College, will be received in Building 2, Room 15, 2006 Ankeny Boulevard, Ankeny, Iowa, until 2:00 P.M., Central Daylight Time, on May 7th, 1980.

Proposals received after the time set forth hereabove will not be accepted. All interested parties are invited to attend. Proposals will be opened publicly and read aloud.

Proposals will be acted upon by the Board of Directors at its regular board meeting May 12th, 1980, immediately following the public hearing scheduled for 5:30 P.M., Central Daylight Time, in Building 2, Room 15, 2006 Ankeny Boulevard, Ankeny, Iowa.

The work includes construction of two new parking lots and drives including excavation, grading, storm sewers, asphalt paving, asphalt curb, concrete paving, concrete curb and gutter, concrete sidewalk, parking lot and drive lighting and miscellaneous associated work, including cleanup.

Each proposal shall be made on a prepared proposal form furnished by the Owner and must be accompanied by bid security, as follows: a certified or cashier’s check, drawn on a solvent Iowa bank or a bank chartered under the laws of the United States in an amount equal to ten percent (10%) of the bid or a bid bond, both authorized to contract as a surety in the State of Iowa in a penal sum of ten percent (10%) of the bid.

By virtue of statutory authority, a preference will be given to products and provisions grown, and produced within the State of Iowa, and preference will be given to Iowa domestic labor in the construction of the improvements.

The Board of Directors reserves the right to reject any or all bids received, to waive irregularities, and to accept the proposal which appears to be for the best interest of the Community College.

The work shall commence on or before June 2, 1980, and shall be completed by August 31, 1980.

The Board reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) days from the date of public hearing, such deferral will result in extension of the completion date.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the Board of Directors, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for not less than four (4) years after the time of acceptance of the said improvements by the Board.

Payment to the Contractor will be made in cash received from such funds as may be likewise used for such purposes as outlined in INSTRUCTIONS TO BIDDERS.

Copies of said plans and specifications and form of contract for construction of the proposed improvements may be purchased from Veenstra & Kim, 300 West Bank Building, 1600 32nd Street, West Des Moines, Iowa 50265, by payment of Ten Dollars ($10.00) for each set. No refund will be made.

Published upon order of the Board of Directors, Des Moines Area Community College.

Signed:
/\ Edon Leonard
President, Board of Directors

ATTEST:
/\ Charles K. Wright
Secretary, Board of Directors
SPECIAL BOARD MEETING
Monday, February 18, 1980
Building 2, Room 15, Ankeny Campus

AGENDA

5:30 P.M.  CALL TO ORDER

1. APPROVAL OF TENTATIVE AGENDA

2. PUBLIC COMMENTS

3. NEW BUSINESS
   a. Personnel report.
   b. Establish date for public hearing on budget for FY81.

4. ADJOURNMENT