

Kim Reynolds
Governor
Adam Gregg
Lt. Governor



Department of Public Safety

Stephan Bayens
Commissioner

April 6, 2022

Ref. 29C20 Reimbursement Claim for AON Damage to the Waterloo (A.K.A., Blackhawk Co) ISICS Tower.

State of Iowa Executive Council:

On or about 9-7-21, DPS Communication Bureau's Waterloo ISICS Tower Site sustained unavoidable and probable accumulative weather related AON damage which caused the tower lighting system to fail. Three of the four tower lights failed. The inoperable lights are identified as two side lights and side beacon light. The Waterloo Tower is a 500 foot tower and is located near the Waterloo airport. The FCC advises, "Sponsors should keep in mind that conspicuity is achieved only when all recommended lights are working. Partial equipment outages decrease the margin of safety. Any outages should be corrected as soon as possible. Failure of a steady burning side or intermediate light should be corrected as soon as possible." The Motorola warrantee of ISICS equipment does not cover AON damage to ISICS Communication Towers, only manufacture or installation failures are covered. Notification of the AON damage was submitted to the Executive Council on 11-5-21. Since the damage to the tower's light system is extensive and the last remaining light (the top beacon) is at risk of failure, Motorola recommended the replacement of the tower lighting system to repair the failure. The repair quote from National Tower Control was \$53,486.54. A second quote of \$109,897.00 was obtained from Electronics Research Inc. Both companies are currently on State of Iowa Contract.

On 12-7-21, National Tower Control's quote for \$53,486.54 was accepted. On 12-13-21, DPS Communication was Invoiced (#5845) for \$22,433.34 for the purchase of the lighting equipment. Upon receipt of the system, NTC agreed they would install the system and we would be invoiced for the remaining labor cost.

On 4-4-22, lighting system installation was completed and DPS Communications was invoiced (#5881) for the remaining labor cost; however, there was an additional cost of \$1,031.18 for electrical work for the site building and surge protector. The additional cost was a necessary expense. NTC forgot to include this in the initial project quote of \$53,486.54. Invoice #5881 is for \$32,084.38. The total project cost (Invoices #5845 and #5881) for the Waterloo ISICS Tower Lighting Installation Project is now \$54,517.72

The DPS Interoperability Communications Bureau respectfully submitting a 29C20 Reimbursement Claim for \$54,517.72 for this AON damage.

Thank you for your consideration and assistance with this repair.

Sincerely,

Captain Richard Pierce
Bureau Chief
Iowa DPS Communications & Interoperability Bureau
Office of the Commissioner
215 E. 7th Street
Des Moines, Ia 50319



QUOTATION #2315

Date: October 12, 2021

Quote Number: **2315**

To: State of Iowa

Location: Waterloo, IA

Attention: Chad Current

Phone: 515-868-2494

Email: ccurrent@dps.state.ia.us

Reference: Cost estimate to provide and install (1) one E2 Dual Red/White LED system. This quote covers the costs of removal of the old system as well.

Tower Work:

1. NATIONAL TOWER CONTROLS shall mobilize a four-man tower crew and all necessary equipment to the site. This quote assumes the tower work can be completed in one mobilization.
2. NATIONAL TOWER CONTROLS shall rig tower to top.
3. NATIONAL TOWER CONTROLS shall remove old lighting system from tower.
4. NATIONAL TOWER CONTROLS shall install (2) two LED side beacons at middle of tower.
5. NATIONAL TOWER CONTROLS shall install (2) two ice shields above mid-level beacons.
6. NATIONAL TOWER CONTROLS shall run new cable to each mid-level beacon.
7. NATIONAL TOWER CONTROLS shall install (1) one LED beacon on top of tower.
8. NATIONAL TOWER CONTROLS shall run new cable to top LED beacon.
9. NATIONAL TOWER CONTROLS shall secure new cable runs with hoist grips and tape to secure to customer provided location.
10. NATIONAL TOWER CONTROLS shall assist in removal of old controls box and install of the new controller at customer provided location.
11. NATIONAL TOWER CONTROLS shall run new cables into building and assist in wiring new controller.
12. NATIONAL TOWER CONTROLS shall ensure proper operation of new beacons prior to unrigging tower.
13. NATIONAL TOWER CONTROLS shall take photos and documentation as necessary prior to leaving site.
14. NATIONAL TOWER CONTROLS shall clean up any unwanted trash and debris from site upon demobilization.



QUOTATION #2315

National Tower Controls will not re-wire from main control panel to new lighting system power supply(s). This quote does not cover the costs (if necessary) for an electrician.

Compensation for Tower Work (Dialight System):

(\$105 per man hour) **Labor:** \$25,200.00
 (E2 Dual Red/White System) **Materials:** \$19,358.40
Estimated Shipping: \$1,000.00
 (\$1.00 per mile) **Mileage:** \$663.20
 (\$60 per man hour) **Travel Time:** \$2,400.00
 (\$160 per man per day) **Subsistence:** \$3,840.00
Subtotal: \$52,461.60

Above pricing includes ice shields and beacon mounts.

Compensation for Tower Work (Flash System):

(\$105 per man hour) **Labor:** \$24,150.00
 (E2 Dual Red/White System) **Materials:** \$21,433.34
Estimated Shipping: \$1,000.00
 (\$1.00 per mile) **Mileage:** \$663.20
 (\$60 per man hour) **Travel Time:** \$2,400.00
 (\$160 per man per day) **Subsistence:** \$3,840.00
Subtotal: \$53,486.54

Above pricing does not include ice shields and beacon mounts.



QUOTATION #2315

Terms and Conditions:

Totals are billed upon completion of the job. A 1% per month finance charge will be added to all invoices that are 30 days past due. Any work completed outside the scope of work will be billed at a time and material rate. This bid also considers the following:

- This quote is proprietary, confidential and a trade secret of National Tower Controls, LLC. This proposal is being provided for the exclusive use of our client and is not to be disclosed to any third parties.
- Federal, state, and/or local permits and/or taxes are not included.
- National Tower Controls, LLC two –man down day rate due to weather, customer furnished materials not available, or unforeseen events are charged at a rate of \$1,250.00 per day.
- National Tower Controls, LLC four –man down day rate due to weather, customer furnished materials not available, or unforeseen events are charged at a rate of \$2,500.00 per day.
- Normal site access by four-wheel drive construction vehicles.
- If site becomes muddy and construction equipment cannot traverse the terrain, customer or owner is responsible to make site accessible to contractor equipment or contractor will make it accessible at customer/owner expense.
- Non-frozen ground conditions.
- TIA 222-G “normal” soils are assumed with no underground obstructions.
- Normal weather and site conditions to allow personnel safe access to tower during daylight hours including ground winds below 20 mph, no precipitation, temperatures above 55 degrees F for all tower painting activities. Work stoppage due to conditions outside these parameters may result in additional charges.
- All customer furnished job materials will be on-site or otherwise available at the time the job is ordered to begin.
- Site civil construction such as roads, crane pads, drainage, landscaping, etc. is not included.
- Furnishing or installing site electrical or telephone service is not included.
- Furnishing or installing equipment shelter or shelter grounding is not included.
- Furnishing or installing antennas, coax, or other associated materials is not included.
- Bid assumes owner will allow RF compliance during daylight hours by reducing power or switching to stand-by antenna systems when workers are in RF fields above allowable thresholds.
- Customer agrees that neither party will solicit the other party’s employees for employment with its company or affiliates during the performance of this work or for one year thereafter.
- No prevailing, Union, or Davis-Bacon wages are included.
- No warranty on incandescent beacon bulbs or obstruction light bulbs used for tower re-lamping projects.
- Insurance for Existing Structures - The owner shall purchase and maintain “all-risks” property insurance, on a replacement cost basis protecting the existing structures against direct physical loss or damage.
- Loss of Use, Business Interruption, and Delay in Completion Insurance – The Owner, at the Owner’s option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner’s property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, due to fire or other hazards however caused.
- Waivers of Subrogation – The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of insurance.

Invoicing Terms:

National Tower Controls proposes to invoice for the work quoted above in the amount of **\$52,461.60 or 53,486.54** through the following terms.

Invoice #1 – Costs of materials/shipping to initiate order (**\$20,358.40 or 22,433.34, NET 30**).

Invoice #2 – Remaining costs of tower work upon completion of tower work on site (**\$32,103.20, or 31,053.20 NET 30**).



QUOTATION #2315

Payment Options:

National Tower Controls accepts the following methods of payments:



Credit/Debit cards are subject to all applicable transaction fees. Please contact us for more information or questions about our payment options.

Estimated Project Duration:

This job is estimated to take **4 men approximately 6 or 5.75 working day(s)** to complete all of the Tower Work quoted above. Optional Items are not included in this estimated project duration.

Approvals:

Nick Wagner

10/12/2021

Nick Wagner – National Tower Controls, LLC

Date

Bid Acceptance:

DocuSigned by:

Richard Pierce

12/7/2021

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Authorized Clients Signature

Date



NATIONAL TOWER CONTROLS, LLC
PO BOX 91307
SIOUX FALLS, SD 57109 US
(605) 496-3475
info@nationaltowercontrols.com

INVOICE

BILL TO
State of Iowa

SHIP TO
ATTN: Chad Current
Order for Flash Technology
E2 Lighting system for
Waterloo, IA

INVOICE # 5845
DATE 12/13/2021
DUE DATE 01/12/2022
TERMS Net 30

QUOTE NUMBER
2315

DATE	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
12/13/2021	Materials Furnished	Flash Technology E2 Lighting System	1	21,433.34	21,433.34
12/13/2021	Shipping		1	1,000.00	1,000.00

If paying by credit card, a 3% fee will apply. Please make all checks payable to:
National Tower Controls
PO Box 91307
Sioux Falls, SD 57109

BALANCE DUE

\$22,433.34

If you have a question regarding this invoice, please direct your questions to info@nationaltowercontrols.com or call (605)310-7607.



NATIONAL TOWER CONTROLS, LLC
PO BOX 91307
SIOUX FALLS, SD 57109 US
(605) 496-3475
info@nationaltowercontrols.com

INVOICE

BILL TO

State of Iowa

SHIP TO

ATTN: Chad Current
Waterloo, IA
E2 Lighting System Install

INVOICE # 5881

DATE 04/04/2022

DUE DATE 05/04/2022

TERMS Net 30

QUOTE NUMBER

2315

DATE	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
04/01/2022	Labor	Per Man Hour	230	105.00	24,150.00
04/01/2022	Mileage	Per Mile	663.20	1.00	663.20
04/01/2022	Travel	Per Hour	40	60.00	2,400.00
04/01/2022	Subsistence	Per Day	24	160.00	3,840.00
04/01/2022	06.2 Electrical Work	Electrical work for Site Building	1	800.00	800.00
04/01/2022	Materials Furnished	Surge Protector	1	231.18	231.18

If paying by credit card, a 3% fee will apply. Please make all checks payable to:

National Tower Controls
PO Box 91307
Sioux Falls, SD 57109

BALANCE DUE

\$32,084.38

If you have a question regarding this invoice, please direct your questions to info@nationaltowercontrols.com or call (605)310-7607.