MARK HUGHES CONSTRUCTION

Established 1993

410 South Locust Street
Glenwood, IA, 51534
712-527-1000
Mhughes21@aol.com

Marianne Collins
Housing and Economic Developer
712-890-5350
mcollins@councilbluffs-ia.gov

Subject: Construction proposal for five 4-unit buildings as part of the East Manawa Phase 1 Housing Project, totaling 20 units.

Dear Marianne Collins,

On behalf of Mark Hughes Construction, I'm pleased to submit our proposal for the East Manawa Phase 1 Housing Project, which includes five buildings with four units each. Since 1993, we've built over three decades of experience delivering quality projects on time and within budget. In the last three years alone, we've constructed 50 homes that meet Iowa Green Street Standards. We're confident in our ability to complete this project with professionalism, precision, and integrity.

Our proposal outlines our experience, past performance, and project timeline, tailored to your goals with a commitment to clear communication and quality throughout. We're ready to deliver a smooth, efficient build from start to finish.

We look forward to the opportunity to work together and contribute to the success of this project. Please feel free to reach out with any questions or if additional documentation is required. Thank you for your time and consideration. We're confident our team's experience and dedication will bring lasting value to your development.

Sincerely,

Mark Hughes (402)-616-4531

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Developer Experience

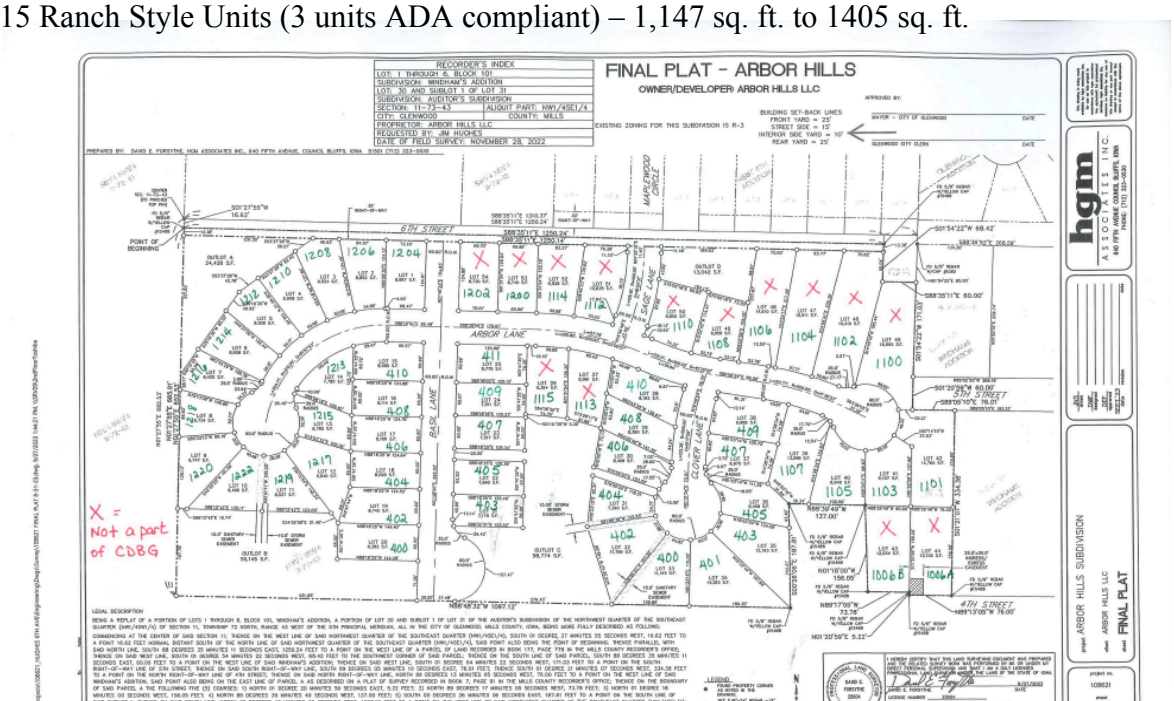
At Mark Hughes Construction, we bring 32 years of proven experience in construction and development, building over 625 homes in Iowa, Nebraska, and Missouri. Our commitment to quality craftsmanship, clear communication, and responsible project management has earned us the trust of clients, subcontractors, and city officials alike.

Arbor Hills Subdivision (GREEN STREET HOMES) - Glenwood, Iowa 51534

Completed between January 1, 2024, and July 1, 2025 (an 18-month period), this 40-unit subdivision of affordable housing was developed in compliance with Iowa Green Streets housing requirements. The subdivision consists of 25 split-entry homes and 15 ranch-style homes, including 3 handicap-accessible ranch-style units to meet accessibility standards outlined in the Iowa Green Streets criteria.

Single-family residential homes include:

- 25 Split Entry Style Units – 1,066 sq. ft.
- 15 Ranch Style Units (3 units ADA compliant) – 1,147 sq. ft. to 1405 sq. ft.



Additional Green Street Homes

In 2023, we successfully completed the construction of 10 Green Street homes, showcasing our commitment to high-quality, diverse housing solutions. This includes the building of 3 duplexes, providing efficient, multi-family living spaces, one townhome that supports compact and connected living, a split-entry home designed for modern functionality, and a ranch-style home offering a timeless, one-level layout. Each home was built with attention to detail, superior craftsmanship, and a focus on sustainability, ensuring they meet the needs of today's homeowners while enhancing the overall neighborhood and meeting the Iowa Green Street requirements.

Ranch Style Home:

- 1001 N. Linn St., Glenwood, Iowa 51534 — 3 Bedroom Home

Split Entry Home:

- 210 Valley St., Glenwood, Iowa 51534 — 3 Bedroom Home

Townhome:

- 110 Nuckolls St., Glenwood, Iowa 51534

Duplexes:

- 308 N Hazel St., Glenwood, Iowa 51534
- 408 N Myrtle St., Glenwood, Iowa 51534
- 306 N Locust St., Glenwood, Iowa 51534

Meeting Green Street and DOE Zero Energy Ready Standards

All 50 units were constructed to meet the Iowa Green Street requirements, ensuring environmentally responsible building practices. In addition, each home was built to the Department of Energy's Zero Ready Home standards, which set high benchmarks for energy efficiency, health, and durability. These homes feature enhanced insulation, advanced HVAC systems for optimal climate control, and provisions for solar panel installation, making them future-ready for renewable energy solutions. By adhering to these industry-leading standards, we've delivered homes that are not only energy-efficient but also built to last, offering homeowners a healthier, more sustainable living environment.

As a testament to our expertise in building high-performance, affordable homes, Mark Hughes Construction was invited to speak at the Iowa Energy Summit to share insights and lessons learned from our experience. During the summit, we discussed the challenges and successes of constructing homes that meet both the Iowa Green Street and Department of Energy Zero Energy Ready Home criteria. The presentation highlighted the importance of balancing energy efficiency with affordability, and the strategies we implemented to ensure both goals were achieved. (Please see the attached presentation in Appendix 2A for further details.)

Notable performance

One of our most notable recent accomplishments was the completion of an Iowa Green Street-certified residential home at 1220 Arbor Lane, Glenwood, Iowa in just 43 calendar days, from August 31, 2024, to October 11, 2024. This project demonstrated our ability to:

- ➢ Coordinate efficiently with subcontractors and suppliers to avoid delays
- ➢ Streamline permitting and inspection scheduling through proactive planning
- ➢ Maintain continuous on-site supervision to ensure quality and momentum
- ➢ Adapt quickly to weather and material challenges without compromising standards

This was done to meet the income eligibility date that was soon to expire before the 1 year renewal. The 43 day timeline did not sacrifice quality or safety. Final inspections passed on the first attempt, and the client took occupancy with zero outstanding punch list items. This achievement reflects the efficiency and coordination of our dedicated 20 person team and serves as a testament to our ability to deliver exceptional results under tight timelines without cutting corners. (See Appendix 3A and 3B for a detailed day-by-day picture breakdown of the 43-day home construction process.)

Mark Hughes Construction Team Members & Experience

Mark Hughes – Owner

Founded Mark Hughes Construction in October 1993. Over the past 32 years, he has built more than 625 homes, including 50 that meet the Iowa Green Streets requirements—constructed within the last 3 years. Mark is also a licensed real estate broker.

Jenny Hughes – Co-Owner

With 28 years at Mark Hughes Construction, Jenny oversees home design, color selections, and interior finishes on homes. She manages customer relations and warranty-related repairs. Jenny is also a licensed real estate agent and a Registered Nurse.

Chris Donaldson – Office Manager & Controller

Chris has worked with the company for 26 years. She has managed Davis-Bacon payrolls for the past 14 years, beginning with Corps of Engineers projects in Council Bluffs and Hamburg in 2011 for the flood. Over the last three years, she has assisted subcontractors with Davis-Bacon compliance on Iowa Green Street Homes. Her experience is rare in residential construction due to her experience with Davis Bacon payrolls, and she was prepared due to prior work with federal contractors such as Ames and PCI Construction.

Brad Taylor – Project Manager & Framing Superintendent

Brad has been with the company for 10 years and previously spent another 10 years framing homes for Mark Hughes Construction. With 40 years of experience in framing, trim carpentry, and cabinet making, Brad was invited to speak on advanced framing techniques at the 2023 Iowa Energy Summit in Des Moines. He personally framed the first Iowa Green Streets home to set an example for other framers.

Dave Smith – Project Manager & Closing Specialist

Dave has worked with the company for 10 years, specializing in project management, final home finishes, and customer relations. He has contributed to the completion of 50 Iowa Green Street homes and works closely with state and energy inspectors during insulation and final inspections.

Cameron Lorimor – Earthwork Team Leader

Cameron has led the dirt work team for 27 years and is a skilled heavy equipment operator. He graded a 54-lot subdivision in Glenwood, Iowa, under the guidance of the Iowa Economic Development Authority. He also collaborated with Ann Seda from the Iowa Department of Agriculture and Land Stewardship to install rain gardens on 10 infill homes. Cameron graded the Iowa Green Streets development in Malvern as well.

Andrew James (AJ) Hughes – Project Manager & Earthwork Crew Member

With 10 years at the company, AJ helped build the 54-lot Arbor Hills subdivision in Glenwood. He has contributed to all 50 Iowa Green Streets homes in Glenwood and worked on the Malvern project. AJ assists across many phases, from dirt work to framing.

Mark Trively – Project Manager

Mark has primarily worked with the company since 2011. He is involved in bidding, project execution, and ensuring timely completion. Mark is also a licensed real estate agent.

Nathan Hughes – Project Estimator

Nathan recently earned his four-year degree from Iowa State University. With five years of part-time experience at the company, he now handles project bidding and home estimating. He is also a licensed real estate agent.

Dylan Sondag – Project Estimator

Dylan also recently graduated from Iowa State with a four-year degree and has spent the past five years assisting the company. He is responsible for sending out plans for bids and estimating home construction costs.

Josh Hastie – Framing Assistant

Josh has been with the company for 4 years, working closely with Brad Taylor. He assists with framing and pre-insulation work. Josh takes pride in advanced framing techniques and has played a role in preparing all 50 Iowa Green Street homes for pre-insulation inspections.

John Giaffoglione – Home Finishing Team Member

John has been with the company for 2 years and brings 20 years of experience as an electrician. His primary role is helping complete the Iowa Green Street homes, and he has been a valuable asset to the finishing process.

Earl McDowell- Truck Drivers

Earl has been with us for four years as a CDL-licensed equipment operator. He brings valuable experience on Davis-Bacon projects, including the Council Bluffs interstate and site work for the Green Street homes in Arbor Hills.

Shawn Koch- Truck Drivers

Shawn has been with us for two years as a CDL-certified equipment operator. He offers solid experience on Davis-Bacon projects, including work on the Council Bluffs interstate and the Green Street homes in Arbor Hills.

Dave Ducan- Truck Drivers

Dave has been with us for three years as a CDL-certified equipment operator. He brings strong experience on Davis-Bacon projects, including work on the Council Bluffs interstate and Green Street homes in Arbor Hills.

Paul Wittrock- Truck Driver and Mechanic

Paul has been with us for twelve years as a CDL-certified equipment operator and serves as the company mechanic. His long tenure reflects his reliability and deep understanding of our equipment and operations. He also brings strong experience on Davis-Bacon projects, including work on the Council Bluffs interstate and Green Street homes in Arbor Hills.

Kristin Manville- Final Finishes and Details

Kristan has completed final finishes on all 50 Green Street homes built by Mark Hughes Construction. She takes a detailed, diagnostic approach to cleaning and plays a key role in building strong relationships with every customer she interacts with. Kristan is also involved in pre-insulation work, including the critical installation of capillary breaks in Green Street homes.

Heron Cruz- Support Crew

Heron has been a valued member of Mark Hughes Construction for 11 years, serving as a direct assistant to our earthwork team leader. With years of hands-on experience, he's a skilled and dependable equipment operator known for his strong work ethic and commitment to getting the job done right.

Nolan Cook-Support Crew

Nolan is a recent addition to the Mark Hughes Construction team, brought on with the goal of learning the trade from the ground up. Eager to grow, he's actively gaining hands-on experience and soaking up knowledge from our seasoned crew to become a strong asset for years to come.

Relevant Licensure and Credentials

Mark Hughes Construction maintains all relevant licensure and registrations required to perform residential and commercial construction work in both Iowa and Nebraska. Our credentials demonstrate a commitment to compliance, transparency, and professional standards in every project we undertake.

SAM.gov Registration

Mark Hughes Construction is actively registered in SAM.gov, enabling us to bid on and perform work on federally funded projects. Our registration is up to date and compliant with federal contracting requirements.

City of Council Bluffs, Iowa – General Contractor License

We hold a valid General Contractor License with the City of Council Bluffs, Iowa, authorizing us to operate within municipal limits in accordance with local codes and regulations.

Nebraska General Contractor License

Mark Hughes Construction is fully licensed to operate as a General Contractor in the State of Nebraska.

Iowa Contractor Registration

We are registered with the Iowa Division of Labor as a Contractor, which is required for any business that performs construction or home improvement services within the state.

Relevant Licensure and Credentials Continued

Better Business Bureau (BBB)

Mark Hughes Construction maintains a strong reputation with the Better Business Bureau (BBB) in Glenwood, Iowa, with a record reflecting professionalism, timely delivery, and customer satisfaction. We have been a proud BBB member since June 10, 2004, demonstrating our long-standing commitment to integrity and quality in every project.

All relevant licenses, registrations, and credentials including SAM.gov, Iowa and Nebraska General Contractor Licenses, Iowa Contractor Registration, and BBB accreditation are included in the appendix

Appendix

1.Arbor Hills and Related Green Street Home slideshow

A. Slideshow showcasing Arbor Hills and other Green Street Projects

- Arbor Hills and Related Green Street Home slideshow.pptx

2. Iowa Energy Summit

A. Green Street Home presention

- Green street conference pitures (1).pdf
- Iowa Green Streets copy.pdf

3. Day-by-day break-down of the 43-day construction process

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4. Relevant Licensure and Credentials

A.SAM.Gov Registration, Iowa Contractor Certificate, City of Council Bluffs Class C General Contractor License, Nebraska Contractor Certificate

- East Manawa Phase 1 Credentials.pdf

B. Better Business Bureau (BBB)

- https://www.bbb.org/us/ia/glenwood/profile/home-builders/mark-hughes-construction-0714-138000089

MARK HUGHES CONSTRUCTION

Development Timeline

The following timeline outlines the estimated phases required to complete five 4-unit residential complexes (totaling 20 units). Construction will proceed on a staggered, rolling basis to optimize labor and accelerate delivery without compromising quality.

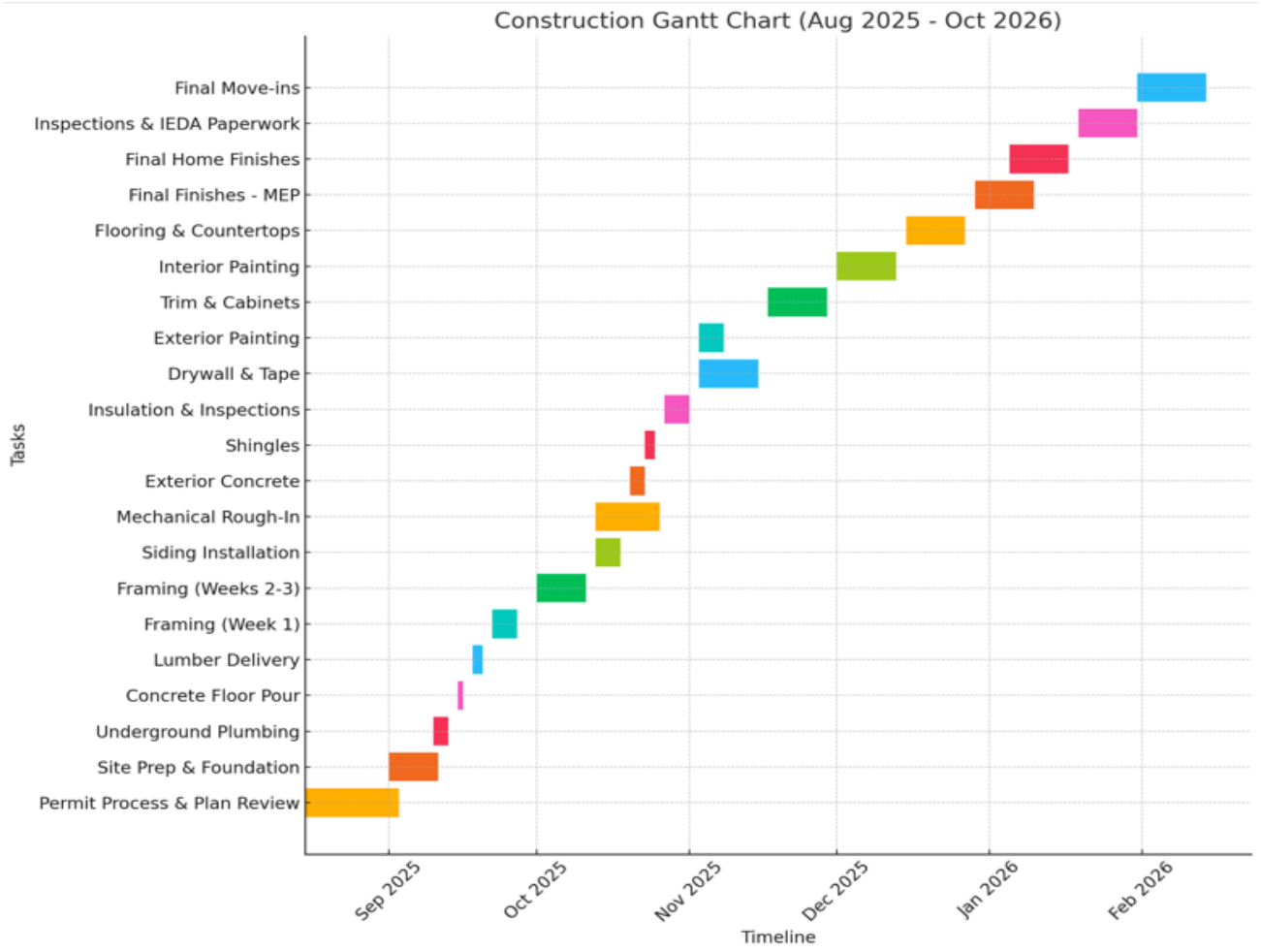
The proposed timeline is strictly contingent upon the infrastructure being fully completed by the projected date of August 29, 2025. Any delays in meeting this milestone may result in adjustments to the overall construction schedule.

The construction project begins with the permit process and plan review starting on August 15, 2025, and concluding by September 2, 2025. In September, site preparation and foundation work for the first home will be completed by September 10, followed by underground plumbing from the 10th to the 12th. The concrete floors will be poured on September 15, and lumber will be delivered on the 18th and 19th. Framing kicks off on September 22, lasting three weeks and concluding by October 10.

In October, the 4 unit building will begin to take shape externally. Siding installation will run from October 13–17, while mechanical rough-ins—including plumbing, electrical, and HVAC—will be completed between October 13–25. Exterior concrete work is scheduled for October 20–22, with shingling to follow on the 23rd and 24th. The month wraps up with insulation and inspections from October 27–31.

Moving into November, drywall work will occur from November 3–14, with exterior painting happening concurrently from November 3–7. Trim and cabinet installation will follow from November 17–28. In December, interior painting will be completed between the 1st and 12th, followed by flooring and countertop installation from December 15–26. Final mechanical finishes for electrical, HVAC, and plumbing will be completed from December 29 to January 9, 2026.

January 2026 will focus on final interior finishes from the 5th to the 16th, and a two-week window from January 19–30 will be used for Iowa Green Street inspections and IEDA final paperwork. Beginning January 31, move-ins will occur every two weeks, gradually completing by October 23, 2026 of the 20 units.



2025 - 39
Mark Hughes Construction
Supplier Response

Event Information

Number: 2025 - 39
Title: E Manawa Redevelopment Area (Mallard Street)
Type: Request for Proposal
Issue Date: 5/20/2025
Deadline: 6/25/2025 04:00 PM (CT)
Notes: The City of Council Bluffs is applying for the State of Iowa funded Community Development Disaster Recovery (CDBG-DR) fund to construct between 30 and 40 new single-family attached housing units. The chosen property is located within the City's East Manawa redevelopment area generally located north of Huron Circle connecting East Manawa Drive and Mohawk Street. This will be a new street extension known as Mallard Street.

The City is currently in the process of designing the infrastructure extension as well as creation of the preliminary subdivision and platting for the site. A map depicting the project location is included as Attachment 'A'.

The CDBG-DR Single Family Housing Production and Down Payment Assistance Program, Round 3 provides communities the opportunity to apply for funds to increase housing opportunities after the 2019

flood disaster declaration. The City was awarded $6.8 million to provide long-term, quality, single-family housing that is resilient to future natural disasters and affordable to low-to-moderate income households.

The City wishes to work with one or more developers/builders that can assist in the construction of the new attached single-family homes that will be marked through the CDBG-DR program. All units must be completed and sold to qualified households by December 15, 2026. Interested developers and builders must be committed to a timeline that meets this deadline. Attachment ‘B’ includes the guidelines for the CDBG-DR Program.

- Please download and read all attachments thoroughly
- Developers must submit proposals that demonstrate the developer’s capacity to satisfy the requirements of this RFP. Proposals do not need to be elaborate or costly, but should be prepared in a professional manner. Developer must commit to using the provided house plans.
- All interested parties are encouraged, but not required, to attend the in-person Q&A on June 5 at 9:30 am (CST) in the Council Bluffs Public Library, Room B.
- Submit the following information to be eligible for consideration:

1. Cover Page – Summary of qualifications. Include relevant contact information.
2. Developer Experience – Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.
3. Project Timeline – A timeline for the project design, bidding, construction and occupancy.

- SAM.gov Registration - Must be registered in SAM.gov. A portion of this project is being funded with federal money. The Contractor or any Subcontractors cannot be a debarred vendor on SAM.gov.

Inquiries, Questions and Deadlines

All inquiries/questions regarding this RFP must be directed via the electronic submission system at https://cbiabids.ionwave.net/. Any changes or additions to the RFP information will be sent via IonWave. Any other contact in reference to this RFP prior to the time of an award decision will not be addressed.

RFP Issued: May 20, 2025
In-Person Q&A: June 5, 2025 at 9:30 am (CST), Council Bluffs Public Library Room B

IonWave Q&A Ends: June 10, 2025 at 3:00 pm (CST)
Answers Posted: No later than June 13, 2025 at 3:00 pm (CST)
RFP Due: June 25, 2025 by 4:00 p.m. (CST)

All proposal responses must be submitted through the City's bidding platform IonWave. https://cbiabids.ionwave.net/Login.aspx

Each respondent is responsible for taking the necessary steps to ensure their submission is received and complete by 4:00 p.m. on June 25, 2025.

Incomplete submissions are automatically rejected. The City is not responsible for technical difficulties and will not allow late submissions due to the same. Any bid submitted after the deadline will be automatically rejected.

Contact Information

Address: Community Development
209 Pearl St
Council Bluffs, IA 51503

Mark Hughes Construction Information

Contact: Mark Hughes
Address: 410 S. Locust Street
PO Box 111
Glenwood, IA 51534
Phone: (712) 527-1000
Fax: (712) 527-4787
Email: Mhughes21@aol.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Mark Andrew Hughes
Signature

mhughes21@aol.com
Email

Submitted at 6/25/2025 02:28:44 PM (CT)

Requested Attachments

Cover Page

East Manawa Mark Hughes Construction Cover Letter.pdf

Summary of Qualifications. Include relevant contact information.

Developer Experience

Mark Hughes Developer Experience Final (1).pdf

Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.

Project Timeline

East Manawa Development Timeline.pdf

Provide a timeline for the project design, bidding, construction, and occupancy. All units must be completed and sold to qualified households by December 15, 2026.

Bid Attributes

1	**Proposal Acknowledgement** I hereby certify that I have reviewed the RFP in its entirety including all attachments and accept the terms and conditions. ☑ I have read, understand, and agree.

2 Bidder's Policy Statement, Required Contract Language, Wage Determination

Each contractor shall cause each of his/her subcontractors to file compliance reports with the contracting agency or the Secretary of Labor as may be directed. Compliance reports shall be filed within such time and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form as the Secretary of Labor or contracting agency may prescribe.

Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contracts subject to the provisions of this nondiscrimination in employment form or Executive Order 11246, or any proceeding similar to either of the two aforementioned items, an in that event to submit, on behalf of themselves and their proposed subcontractors, compliance reports prior to or as an initial part of their bid or negotiation of a contract.

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor or contracting agency may prescribe; provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training in such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor or contracting agency as part of its compliance report and shall set forth what efforts he/she has made to obtain such information.

The Secretary of Labor or contracting agency may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his/her compliance report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of age, race, creed, color, sex, national origin, religion, or disability, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this nondiscrimination in employment clause, or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of this nondiscrimination in employment clause. In the event that the union or the agency shall refuse to execute such a statement, the compliance report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor or the contracting agency may require.

☑ I have read, understand, and agree.

3 Required Contract Language

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

1. Access and Maintenance of Records

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

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

2. Civil Rights

The Contractor must comply with the following laws and regulations:

· Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.

· Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

· Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.

· Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

· The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
· Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
· Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
· Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.
· Federal Executive Order 11246, as amended by Executive Order 11375. Provides that no one be discriminated in employment.
· Federal Executive Order 11063, as amended by Executive Order 12259.

3. Termination Clause
All contracts utilizing CDBG funds must contain a termination clause that specifies the following:
· Under what conditions the clause may be imposed.
· The form the termination notice must take (e.g., certified letter).
· The time frame required between the notice of termination and its effective date.
· The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.
All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:
"The Recipient certifies, to the best of his or her knowledge and belief, that:
i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)
24 CFR Part 35 et. al.
Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Standards and Policies Relating to Energy Efficiency
Pub. L. 94-163, 89 Stat. 871
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting
The Contractor must provide information as necessary and as requested by the City of Council Bluffs for the purpose of fulfilling all reporting requirements related to the CDBG program.
ALL CONTRACTS IN EXCESS OF $10,000

In addition to the preceding provisions, all contracts in excess of $10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:
"During the performance of this contract, the contractor agrees as follows:
1)The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2)The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3)The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4)The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5)The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6)In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7)The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
ALL CONTRACTS IN EXCESS OF $100,000
In addition to the preceding provisions, contracts in excess of $100,000 shall require compliance with the following laws and regulations:
Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
Section 508 of the Clean Water Act (33 U.S.C. 1368).
Executive Order 11738.
EPA Regulations - 40 CFR, Part 15.
Clean Air and Water Acts - required clauses:
This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.
During the performance of this contract, the CONTRACTOR agrees as follows:
1)The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
2)The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3)The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

4)The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF $2,000

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

8. Housing and Urban Development Act of 1968 Sample Section 3 Clause

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

☑ I have read, understand, and agree.

4	**SAM.Gov Registration**
	I hereby certify that I am registered on SAM.gov and am not on the debarred list. ☑ I have read, understand, and agree.

5	**Davis Bacon**
	I understand that this project is subject to Davis Bacon prevailing wage requirements. ☑ I have read, understand, and agree.

Courtney Harter

From: mhughes21@aol.com
Sent: Friday, July 11, 2025 6:19 PM
To: Courtney Harter
Subject: Fw: Responses to Proposal Questions – East Manawa Phase 1 Housing Project
Attachments: East Manawa Phase 1 Questions.pdf; 2025-07-08 Commitment Letter.pdf

THIS MESSAGE IS FROM AN EXTERNAL SENDER.
Look closely at the SENDER address. Do not open ATTACHMENTS unless expected. Check for INDICATORS of phishing.
Hover over LINKS before clicking.
Learn to spot a phishing message

Sent from the all new AOL app for iOS

Begin forwarded message:

On Friday, July 11, 2025, 3:32 PM, Nathan Hughes <nathan@jimhughesrealestate.com> wrote:

Dear Courtney Harter,

Thank you for reviewing our proposal and for your thoughtful questions regarding the East Manawa Phase 1 Housing Project. Please find the attached documentation, including our formal responses and a commitment letter from Glenwood State Bank confirming financing for the project.

Thank you for your time,

Mark Hughes Construction

712-527-1000

07/08/2025

RE: Mark Hughes Construction
Mark Hughes

To whom it may concern,

We are pleased to inform you that Frontier Savings Bank, an office of Glenwood State Bank, has approved Mark Hughes Construction for the construction of 20 residential homes in Phase 1 of the East Manawa Redevelopment. Financing will be in place for the construction period until each unit sells.

The final approval will be subject to acceptable developer agreements, appropriate title work, & all applicable verifications.

If you require further information, please do not hesitate to contact me at (712) 328-9715 or via e-mail to aleber@frontiersb.com.

Sincerely,

Adam Leber

Adam Leber
Senior Vice President
NMLS ID# 1460115

MARK HUGHES CONSTRUCTION

Established 1993

410 South Locust Street
Glenwood, IA, 51534
Office 712-527-1000
Mobile 402-616-4501
Mhughes21@aol.com

Courtney Harter
Director of Community Development
712-890-5350
charter@councilbluffs-ia.gov

Question 1- Your list of ongoing projects is significant. Will this project take priority to meet the building deadline requirements?

We understand the importance of meeting the building deadline requirements and want to assure you that this project will be a top priority. One of the key reasons we proposed 20 units instead of the full 40 is to ensure we can confidently meet the expected completion timeline of December 2026.

Mark Hughes Construction has a strong and experienced team of 20 employees, which allows us to dedicate the necessary manpower and focus to this project. We have a proven history of delivering on tight schedules, including our work on the Iowa Green Street homes, which were completed on time and to full compliance.

Additionally, the design of the five 4-unit buildings contributes to efficiency throughout every phase of construction. Rather than building and managing 20 separate structures, we are working with five larger buildings. This reduces complexity at each stage from site preparation and foundation work to framing, mechanical systems, inspections, and finishing. It allows us to streamline operations, schedule subcontractors more effectively, and maintain momentum from start to finish.

Our team is fully committed to this project and confident in our ability to deliver it on time while upholding the highest standards of craftsmanship and accountability. Thanks to our established relationships with the Iowa Green Streets team, we're ready to hit the ground running. Their training process took over a year and equipped us with a deep understanding of their standards, protocols, and inspection procedures.

Question 2- The construction offset is $125,000 per unit that can be collected incrementally. Do you have financing in place for the construction period of the homes until the sale?

Yes, financing is in place to support the whole construction period for the 20 residential units planned in Phase 1 of the East Manawa Redevelopment Project. Glenwood State Bank has issued a formal commitment letter to Mark Hughes Construction, approving the necessary construction financing for this phase of the project. This funding will enable us to cover all costs associated with building, materials, labor, and project management, from start to completion and eventual sale. A copy of the official commitment letter is attached to this email for your reference. Please don't hesitate to contact us with any further questions regarding financing or documentation.

We truly appreciate the opportunity to be considered for this project. It would be a pleasure to work with your team, and we are confident in our ability to deliver quality results that meet your expectations. We look forward to hearing from you and are happy to answer any additional questions you may have.