

**Agreement No.:** U-2017-19029  
**County:** Tama  
**ROW Project No.:** NHSN-030-6(188)- -2R-86  
**Construction Project No.:** NHSX-030-6(189)- -3H-86  
**Staff Action No.:** 17-0579

IT IS AGREED, by and between the State of Iowa, Iowa Department of Transportation, Highway Division (hereafter Department), and **Poweshiek Water Association**, a corporation, with offices in **Brooklyn, Iowa**, (hereafter Company) as follows:

### 1. Project Information

- 1.1. The Department shall proceed with the proposed Tama ByPass to Benton County on US 30 in accord with its plans and specifications as designated by the project numbers listed above. The plans and specifications are made a part of this agreement.
- 1.2. 4" water line owned and operated by the Company located on its own easements upon privately owned land affected by the project shall be adjusted in accordance with Exhibit "A". Work and operations to be done by the Company consist of the following:
  - a. Engineering for the work proposed at the preliminary and construction stages.
  - b. Relocate 4" water line outside Right-of-Way on US 30.

### 2. Project Costs and Method of Payment

- 2.1. The total estimated cost (**\$447,359.02**) required by the project for adjustment of Company facilities and estimated **Department share of such costs** are shown on the itemized cost estimate included in Exhibit "B". The Department's share of costs will be limited to only those costs that are eligible for Federal-aid reimbursement as per Title 23, Code of Federal Regulations (CFR), Part 645.
- 2.2. If actual costs will exceed 125% of the estimate, the Company shall promptly request written approval from the Department to exceed the estimated cost unless the additional cost is \$10,000 or less. Such requests shall include an updated itemized cost estimate and an explanation for the increased costs. The Department will not reimburse the Company for costs exceeding 125% of the estimate unless the Department approves such a request in writing.
- 2.3. For full and complete compensation for all work, materials, and services furnished under the terms of this agreement, the Company shall be paid actual costs as estimated on Exhibit "B", subject to the provisions of Section 4 of this agreement.

### 3. Construction

- 3.1. The Company agrees to perform the work specified to adjust its facilities, and further certifies:
  - a. It is financially capable of performing the work prior to being reimbursed.
  - b. The work shall be done by qualified, properly trained, and experienced personnel.
  - c. The work shall be done no later than fifteen (15) days prior to the letting date.
  - d. It is aware of all applicable work requirements and administrative rules imposed by the Federal Highway Administration and the Department.
- 3.2. Upon receipt of written notice to proceed from the Department, the Company shall adjust its facilities in a satisfactory manner as outlined in paragraph 1.2 that will not interfere with the highway project. The Company shall notify the appropriate Resident Construction Engineer of the date on which Company work begins in the project area and of the anticipated completion date. The Company will also inform the Department when each phase of the work is completed. If a change in schedule is warranted, it shall be approved by the Department Resident Construction Engineer.

### 4. Billing and Final Payment

- 4.1. The Company may elect to provide the Department with an invoice at various stages of the utility adjustment effort. However, the invoice shall only be for expenses incurred prior to the date of the invoice. The Company shall provide the Department with an invoice that includes the following:
  - a. Company name
  - b. Date of invoice
  - c. Invoice number
  - d. Agreement number as shown on page 1 of this agreement
  - e. ROW project number as shown on page 1 of this agreement
  - f. Beginning and ending dates of work

## Utility Reimbursement Agreement

- g. An itemized statement of actual costs incurred, including a specific description of each item, product, or service provided. Labor, indirect costs, and direct costs shall be identified separately.
  - h. Total amount claimed to date
  - i. Previous payments to date, if any
  - j. Company project or activity numbers
  - k. If the invoice is final, it shall conspicuously show the word "FINAL" near the top of the invoice. Otherwise, the invoice shall conspicuously show the word "PROGRESS" near the top of the invoice.
  - l. If more than one progress payment is requested, the total of all progress payments will not exceed 90% of the Department's share of the cost as specified in Exhibit "B".
- 4.2. Upon receiving a final invoice from the Company, the Department will pay the Company an amount not to exceed 90% of either the Department's share of the estimated cost as specified in Exhibit "B" or the claimed amount, whichever is less.
- 4.3. Upon receiving a final invoice, the Department will send the Company a Certificate of Completion. The Company shall complete the certificate and return it to the Department. The Department will either acknowledge and accept the work as complete or explain why it cannot do so. After the work is accepted as complete, the Department may perform a final audit of the Company's claimed cost.
- 4.4. Without further compensation, other than performance by the Department of its obligations as stated in this agreement, the Company shall execute and deliver to the Department, on forms supplied by the Department, a Disclaimer of Interest in Realty in and to all rights-of-way acquired by the Department for this project.
- 4.5. Upon satisfactory completion of the work, completion of a final audit by the Department, and receipt of a properly executed Disclaimer of Interest in Realty from the Company, the Department shall make a final payment to the Company. Final payment (which includes the final progress payment and the retainage release) will be equal to the difference between the total eligible costs and the amount previously reimbursed, if any. In the event justifiable audit exceptions exist, or for other reasons the Company has been overpaid, the Company will promptly refund to the Department any overpayment previously made.

### 5. General Provisions

- 5.1. The Company hereby acknowledges receipt of notice and waives further notice required by law.
- 5.2. In accordance with the Department's Utility Accommodation Policy, this agreement by itself does not constitute a permit nor does it grant permission to occupy the primary highway rights-of-way. Where facilities are to be located on or across the rights-of-way, the Company is responsible for obtaining a permit from the District Engineering Operations Technician prior to commencing work within the rights-of-way.
- 5.3. This agreement is subject to the following provisions of 23 CFR Part 645 and the Department's Utility Accommodation Policy, as set forth in Administrative rules 761 Iowa Administrative Code (IAC) Chapter 115, which are incorporated by reference.
- 5.4. All work performed pursuant to this agreement shall comply with 49 CFR Part 21-Nondiscrimination in Federally Assisted Programs of the Department of Transportation and all other applicable State or Federal laws, regulations, or directives, as of the date of execution of this agreement.
- 5.5. The Company shall perform future construction, repair, replacement, or maintenance of the Company's facilities within Department's highway rights-of-way in accordance with the Department's Utility Accommodation Policy.
- 5.6. The Company and its contractors, or subcontractors where applicable, shall maintain all books, documents, accounting records, supporting cost proposals, and other evidence pertaining to costs incurred and make such material available at their respective offices at all reasonable times during the period of this agreement. These records shall be available for 3 years from the date of final payment under this agreement for inspection by the Department, Federal Highway Administration, or any authorized representative of the Federal government. The Company shall furnish copies of these records, if requested.
- 5.7. If difficulties or delays arise which, in the opinion of the Department, make it impractical to proceed with the proposed improvement, the Department may cancel this agreement by written notification to the Company and this agreement shall become null and void, provided such notification is given prior to the notice by the Department to the Company to proceed.
- 5.8. This agreement and the referenced exhibits constitute the entire agreement between the Company and the Department concerning this project. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Any addendums shall become effective only upon written approval of the Company and the Department. If any clause in this agreement is declared invalid, it shall not void the entire agreement.
- 5.9. This agreement shall be executed and delivered in two or more copies, each of which shall be deemed to be an original and shall constitute but one and the same agreement.
- 5.10. The attention of the Company is directed to the provisions of an act of Congress known as Title 23,

**Utility Reimbursement Agreement**

United States Code, Section 1 and any other acts of Congress providing for road improvements. When the Federal Government is to pay all or any portion of the cost of an improvement or project, the construction work, although it is under the supervision of the Department and subject to laws of the State of Iowa, is also subject to the above mentioned acts of Congress and to all authorities. This construction work shall be subject to inspection by duly authorized agents of the Federal Government, but this inspection will not make the Federal Government a party to the contract.

- 5.11. All work done under this utility accommodation permit must conform to Buy America requirements in accordance with 23CF 635.410 as it relates to permanently incorporated steel and/or iron materials. Exhibit C contains the Buy America documents. BA1 is a guide of why Buy America applies and how to apply Buy America requirements. BA2 and BA3 need to be signed and submitted to the DOT with the permit application.
- 5.12. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work shall be of domestic origin and shall be melted and manufactured in the United States. The Engineer may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1% of the contract sum or \$2,500, whichever is greater. The Contractor shall certify that these materials are of domestic origin. This amount shall include transportation, assembly, and testing as delivered cost of foreign products to the project.

**6. Signatures**

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed by their duly authorized officers on the dates below indicated.

Executed by the Company this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**POWESHIEK WATER ASSOCIATION**

By \_\_\_\_\_  
(Print Name/Title)

State of \_\_\_\_\_

ss

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017,

by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.  
(Name) (Title) (Company)

\_\_\_\_\_  
Notary Public in and for said State

Executed by the Department this \_\_\_\_\_ day of \_\_\_\_\_, 2017

STATE OF IOWA  
IOWA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Steve Gent, Director  
Office of Traffic and Safety  
State of Iowa

State of Iowa

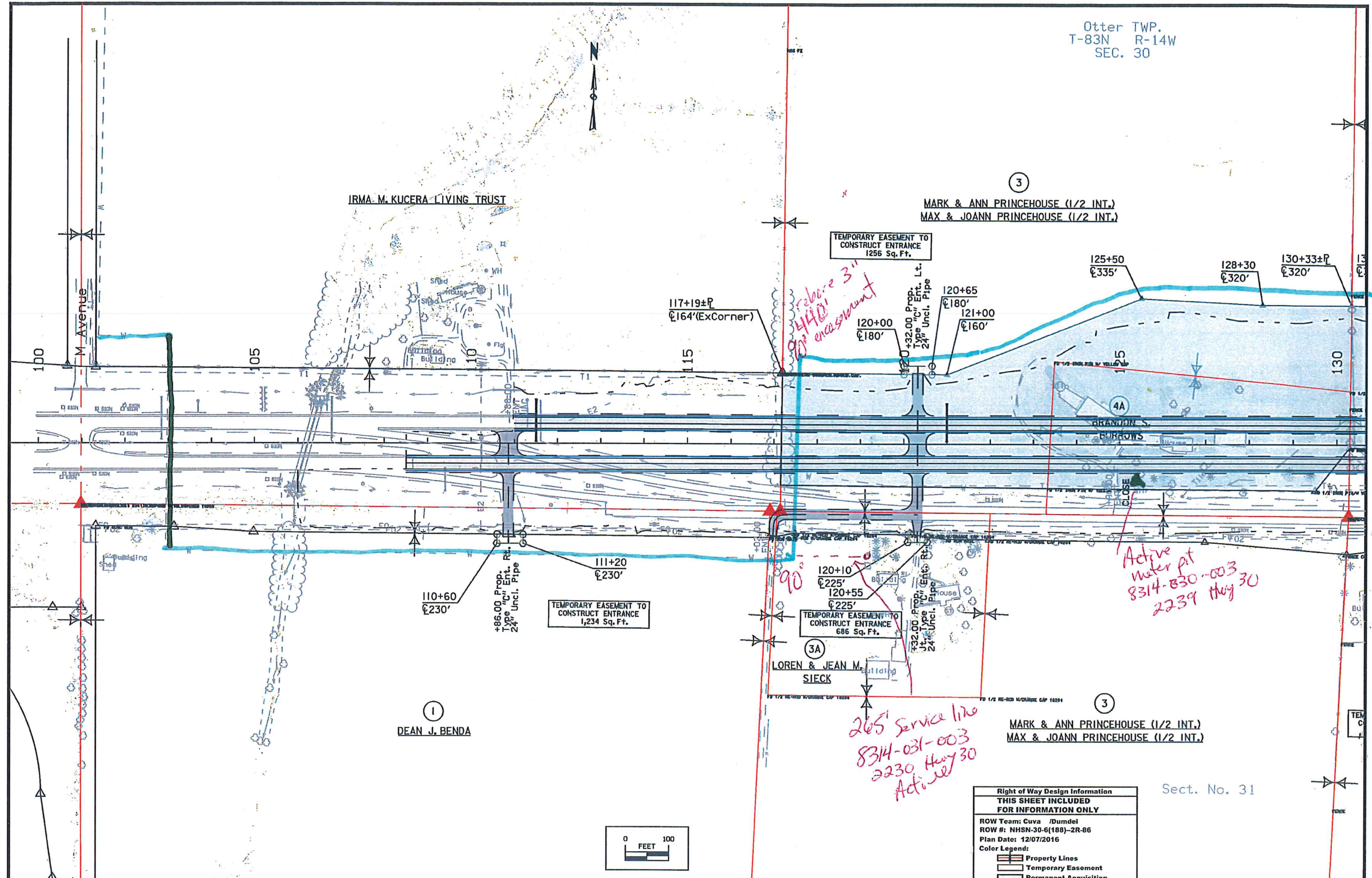
ss

County of Story

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Steve Gent, as Director, Office of Traffic and Safety of the Iowa Department of Transportation.

\_\_\_\_\_  
Notary Public in and for said State

Otter TWP.  
T-83N R-14W  
SEC. 30



Active water pit  
8314-830-003  
2239 Hwy 30

265' Service line  
8314-031-003  
2230 Hwy 30  
Active

Right of Way Design Information	
THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team: Cuva /Dumdel	
ROW #: NHSN-30-6(188)-2R-86	
Plan Date: 12/07/2016	
Color Legend:	
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<span style="border: 1px dashed black; display: inline-block; width: 10px; height: 10px;"></span>	Temporary Easement
<span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span>	Permanent Acquisition

Sect. No. 31

EXHIBIT A  
SHEET ... OF 23

Otter TWP.  
T-83N R-14W  
SEC. 30

5  
VERNON E.  
SMITH

8  
COUGAR VALLEY FARMS, LLC.

TEMPORARY EASEMENT TO  
CONSTRUCT ENTRANCE  
0.69 AC.

TEMPORARY EASEMENT TO  
CONSTRUCT ENTRANCE  
0.52 AC.

TEMPORARY EASEMENT TO  
CONSTRUCT ENTRANCE  
10,507 Sq. Ft.

TEMPORARY EASEMENT FOR  
PIPE JACKING  
6,752 Sq. Ft.

TEMPORARY EASEMENT FOR  
PIPE JACKING  
7,232 Sq. Ft.

TEMPORARY EASEMENT TO  
CONSTRUCT ENTRANCE  
0.53 AC.

4B  
WAYNE G. &  
KARREN S. GRAY

4B  
WAYNE G. &  
KARREN S. GRAY

4B  
WAYNE G. &  
KARREN S. GRAY

7  
STATE OF IOWA  
(HAROLD M. &  
HELEN M. McCLURE)

9  
ASPOK, LLC.

6  
ADRIAN J. DOYLE

*300' Bore  
Active  
8314-030-007  
2273 Hwy 30*

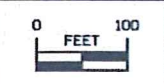
*260' Bore 4" encased  
2" Valve  
North line  
3" Valve*

*Remove pit  
8314-030-002  
2287 Hwy 30*

*480' Bore encased  
2" South line*

*New Service line  
520' Bore  
Active  
8314-031-001  
2254 Hwy 30*

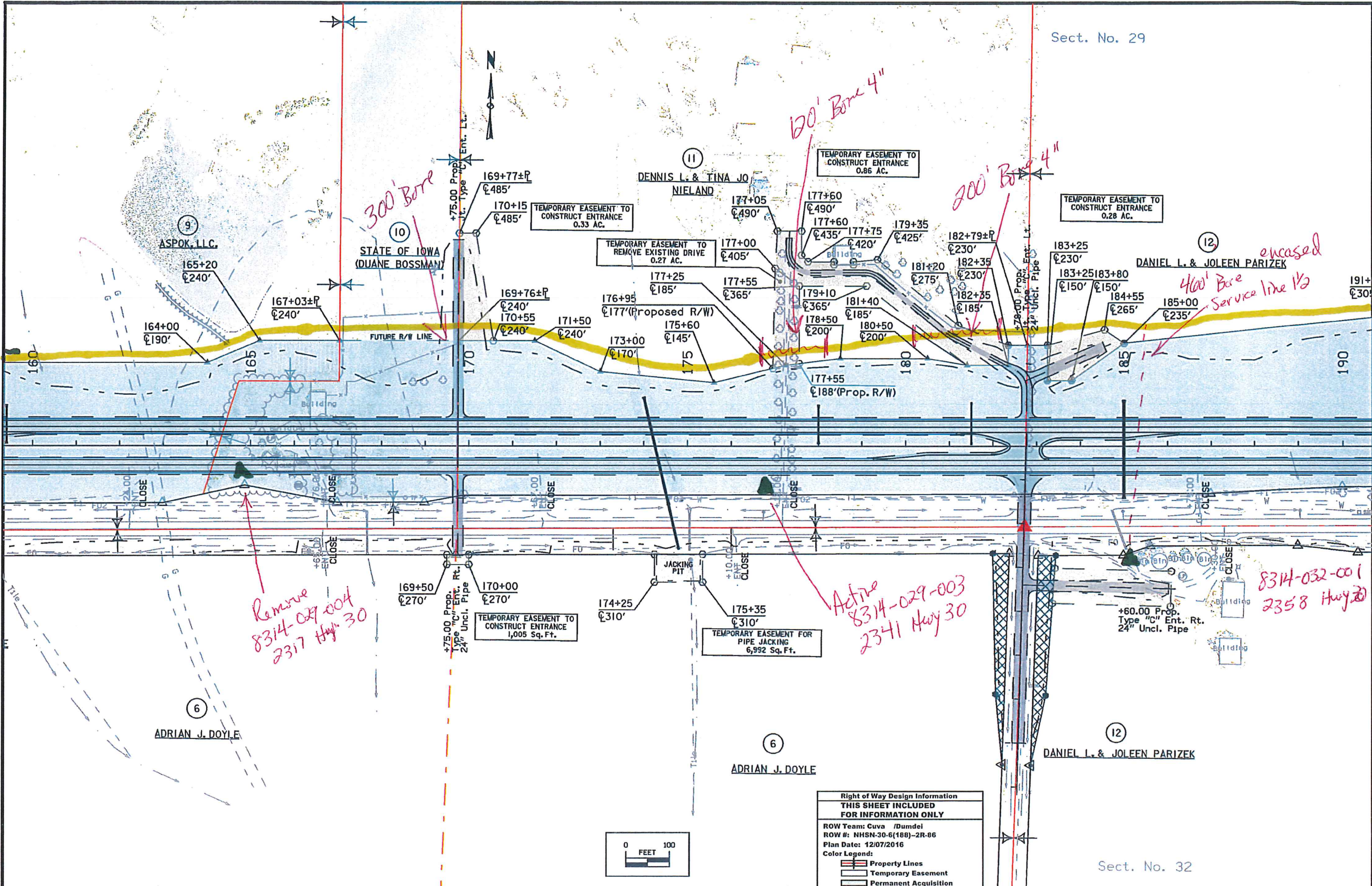
*See 32*



Right of Way Design Information THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team:	Cuva / Dumdei
ROW #:	NHSN-30-6(188)-2R-86
Plan Date:	12/07/2016
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

EXHIBIT A  
SHEET 2 OF 23

Sect. No. 29

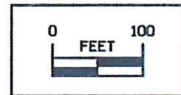


*Remove  
8314-029-004  
2317 Hwy 30*

*Active  
8314-029-003  
2341 Hwy 30*

*8314-032-001  
2358 Hwy 30*

Right of Way Design Information	
THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team:	Cuva /Dumdei
ROW #:	NHSN-30-6(188)-2R-86
Plan Date:	12/07/2016
Color Legend:	
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<span style="border: 1px dashed black; display: inline-block; width: 10px; height: 10px;"></span>	Temporary Easement
<span style="border: 1px solid black; background-color: #cccccc; display: inline-block; width: 10px; height: 10px;"></span>	Permanent Acquisition



Sect. No. 32

EXHIBIT A  
SHEET 3 OF 23

Sect. No. 29

Sect. No. 28

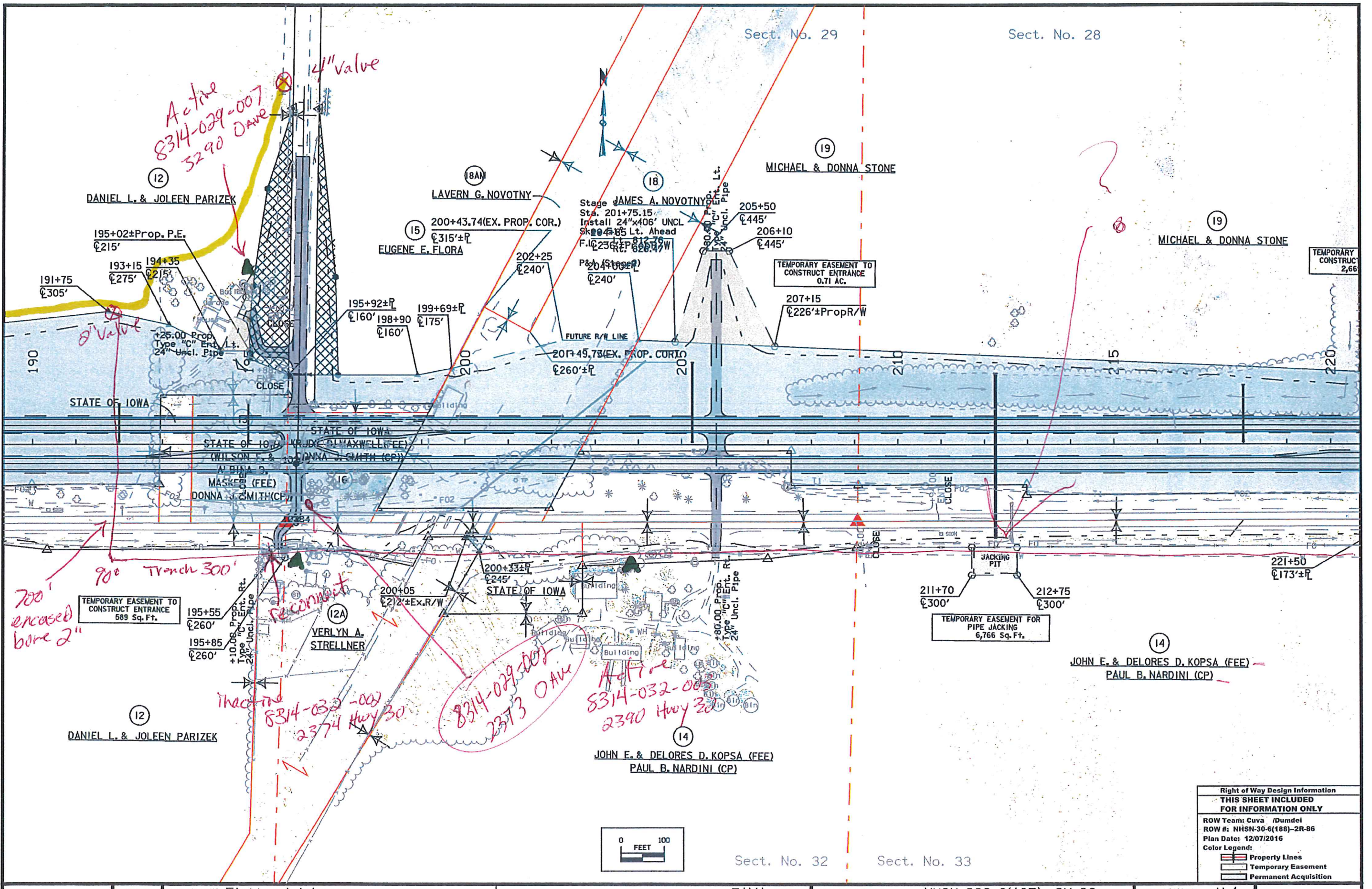
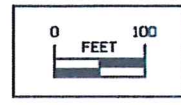


EXHIBIT A  
SHEET 4 OF 23

Right of Way Design Information	
THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team: Cova / Dumdel	
ROW #: NHSN-30-6(188)-2R-86	
Plan Date: 12/07/2016	
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

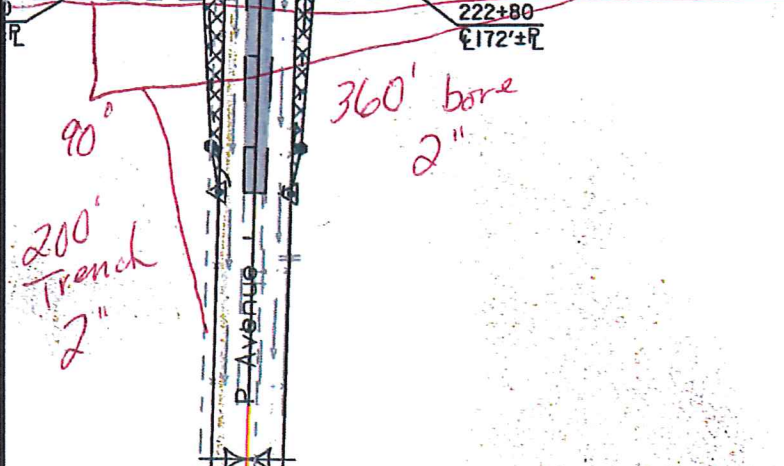
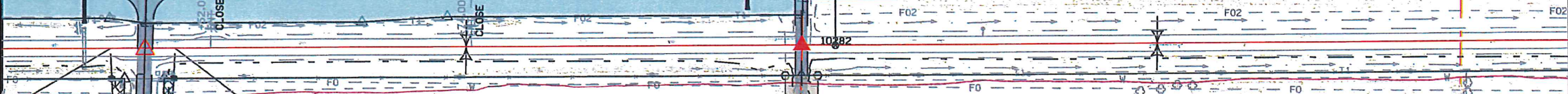
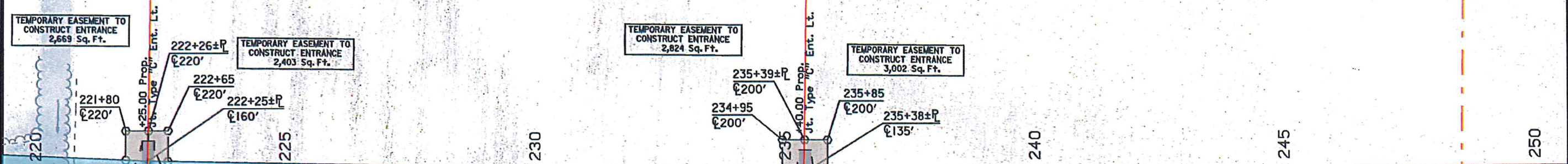


Sect. No. 32      Sect. No. 33

Sect. No. 28

(23)  
ROBERT G. KELLER (FEE)  
DOUGLAS L. & DEBRA DOLEZAL (CP)

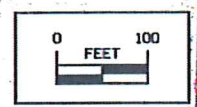
(21)  
GOLDEN GRAIN ENTERPRISES



(22)  
PAUL NARDINI

(24)  
GILBERT S. CHANTLAND

Sect. No. 33



REVISED	12-6-16	PAR	14
Right of Way Design Information			
THIS SHEET INCLUDED			
FOR INFORMATION ONLY			
ROW Team: Cuva /Dumdel			
ROW #: NHSN-30-6(188)-2R-86			
Plan Date: 12/07/2016			
Color Legend:			
	Property Lines		
	Temporary Easement		
	Permanent Acquisition		

EXHIBIT A  
SHEET 5 OF 23



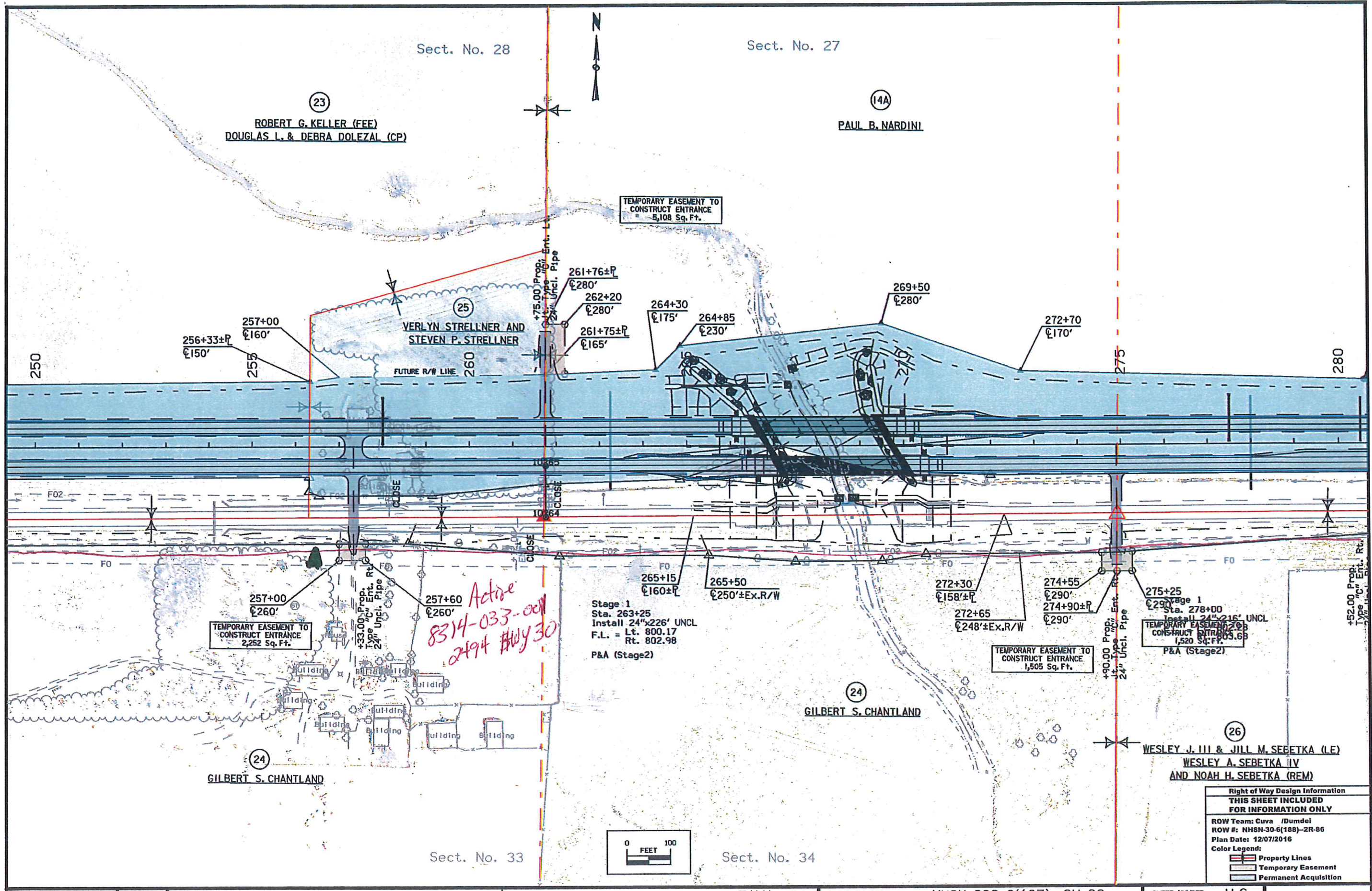


EXHIBIT A  
SHEET 6 OF 23

Right of Way Design Information	
THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team:	Cuva /Dumdel
ROW #:	NHSN-30-6(188)-2R-86
Plan Date:	12/07/2016
Color Legend:	
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<span style="border: 1px dashed black; display: inline-block; width: 10px; height: 10px;"></span>	Temporary Easement
<span style="border: 1px solid black; background-color: #cccccc; display: inline-block; width: 10px; height: 10px;"></span>	Permanent Acquisition

Sect. No. 27

29  
ERIC J. POPELKA

27  
LAVOY M. &  
MARLENE A. THIESSEN TRUST  
AND MARLENE A. THIESSEN

TEMPORARY EASEMENT TO  
CONSTRUCT ENTRANCE  
9,922 Sq. Ft.

281+54±P  
±145'

301+34±P  
±165'

301+36±P  
±285'

302+20  
±285'

303+23±P  
±180'

295+00  
±140'

300

305

280

285

290

295

+35.00 Prop.  
Type "C" Ent. Lt.

Sta 30318.94

+52.00 Prop.  
Type "C" Ent. Rt.  
24" Uncl. Pipe

87+55  
±153±P

+92.00 Prop.  
Type "C" Ent. Lt. 18"  
Uncl. Pipe

+95.00 Prop.  
Type "C" Ent. Rt.  
18" Uncl. Pipe

305+70  
±270'

306+30  
±270'

TEMPORARY EASEMENT TO  
CONSTRUCT ENTRANCE  
1301 Sq. Ft.

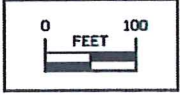
+00.00 Prop.  
Type "C" Ent. Rt.  
24" Uncl. Pipe

inactive  
8314-031-001  
2540 Aug 30  
26  
WESLEY J. III & JILL M. SEBETKA (LE)  
WESLEY A. SEBETKA IV  
AND NOAH H. SEBETKA (REM)

28  
PAUL B. NARDINI

28  
PAUL B. NARDINI

Sect. No. 34



Right of Way Design Information	
THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team:	Curva /Dumdel
ROW #:	NHSN-30-6(188)-2R-86
Plan Date:	12/07/2016
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

EXHIBIT A  
SHEET 7 OF 23

28  
PAUL B. NARDINI

+43.00 Prop.  
Type "C" Ent. Lt.  
24" Uncl. Pipe

+88.00 Prop.  
Type "C" Ent. Rt.  
18" Uncl. Pipe

33  
NORMA J. LEDVINA (FEE)  
JERRY J. & SUSAN DVORAK (CP)

TEMPORARY EASEMENT TO  
CONSTRUCT ENTRANCE  
10,038 Sq. Ft.

33A  
JAMES TRASAK  
HEIRS  
TEMPORARY EASEMENT TO  
CONSTRUCT ENTRANCE  
1,551 Sq. Ft.

TEMPORARY EASEMENT TO  
CONSTRUCT ENTRANCE  
10,121 Sq. Ft.

33  
NORMA J. LEDVINA (FEE)  
JERRY J. & SUSAN DVORAK (CP)

TEMPORARY EASEMENT TO  
CONSTRUCT ENTRANCE  
5,013 Sq. Ft.

327+00  $\phi$ 365'  
327+70±P  $\phi$ 210'  
327+60±P  $\phi$ 210'  
327+00  $\phi$ 193'±PROP R/W  
326+20  $\phi$ 170'

327+73±P  $\phi$ 365'  
328+15  $\phi$ 365'  
328+70  $\phi$ 249'±PROP R/W

330+50  $\phi$ 320'  
332+65  $\phi$ 320'

340+35  $\phi$ 290'

336+25  $\phi$ 190'

QUIT CLAIM AREA

STATE OF IOWA

32  
M.J. FERGIE, LLC.

337+95  $\phi$ 270'±ExR/W  
338+40  $\phi$ 295'

TEMPORARY EASEMENT TO  
CONSTRUCT FLUME  
4,200 Sq. Ft.

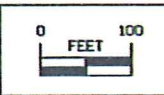
CONSTRUCT FLUME  
339+45  $\phi$ 335'

TEMPORARY EASEMENT TO  
CONSTRUCT ENTRANCE  
1,341 Sq. Ft.

32  
M.J. FERGIE, LLC.

339+45  $\phi$ 295'  
340+35  $\phi$ 270'

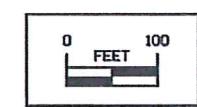
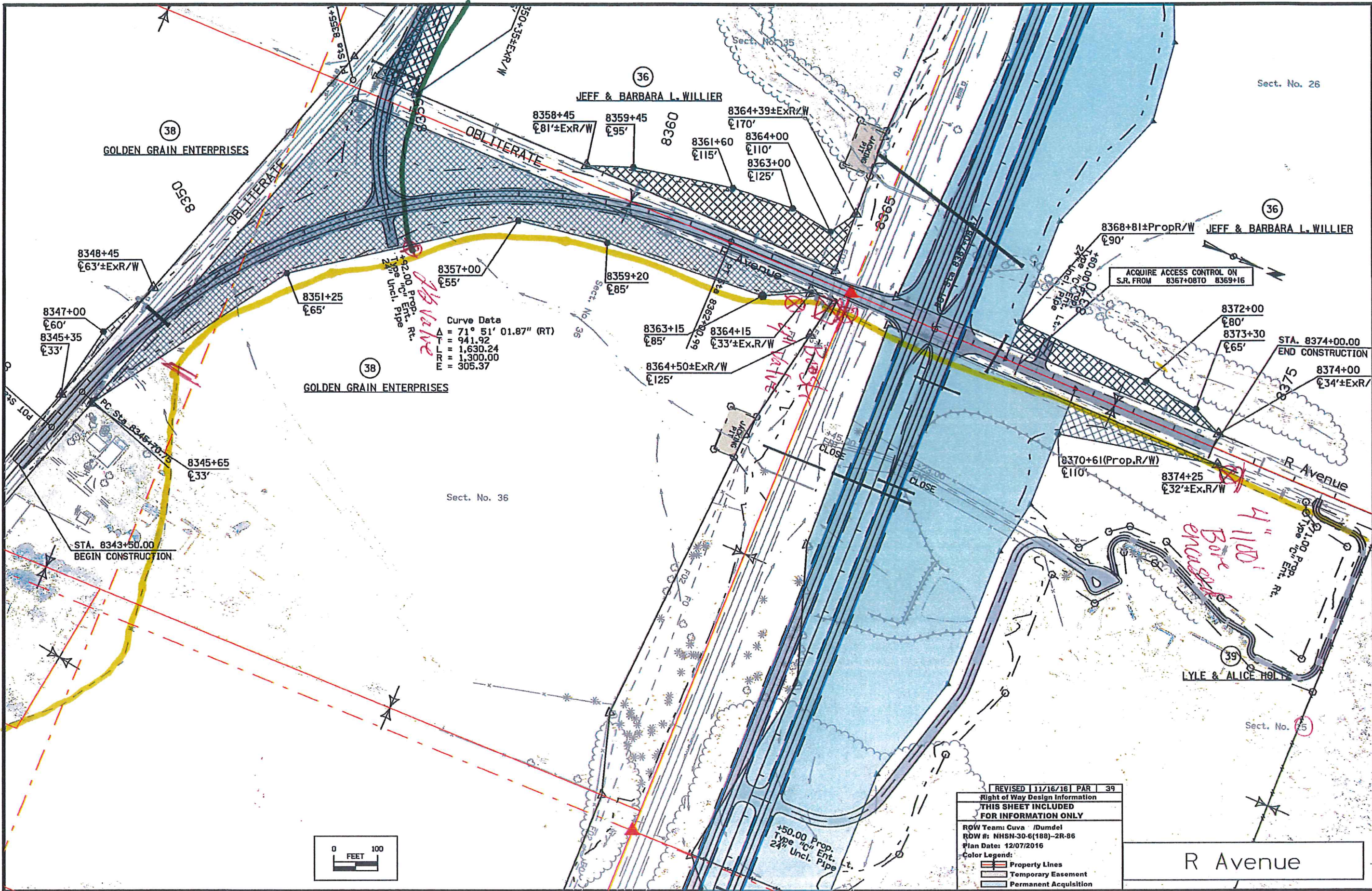
28  
PAUL B. NARDINI



Right of Way Design Information THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team:	Cuva /Dumdel
ROW #:	NHSN-30-6(188)-2R-86
Plan Date:	12/07/2016
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

Sect. No. 35

EXHIBIT A  
SHEET 2 OF 23

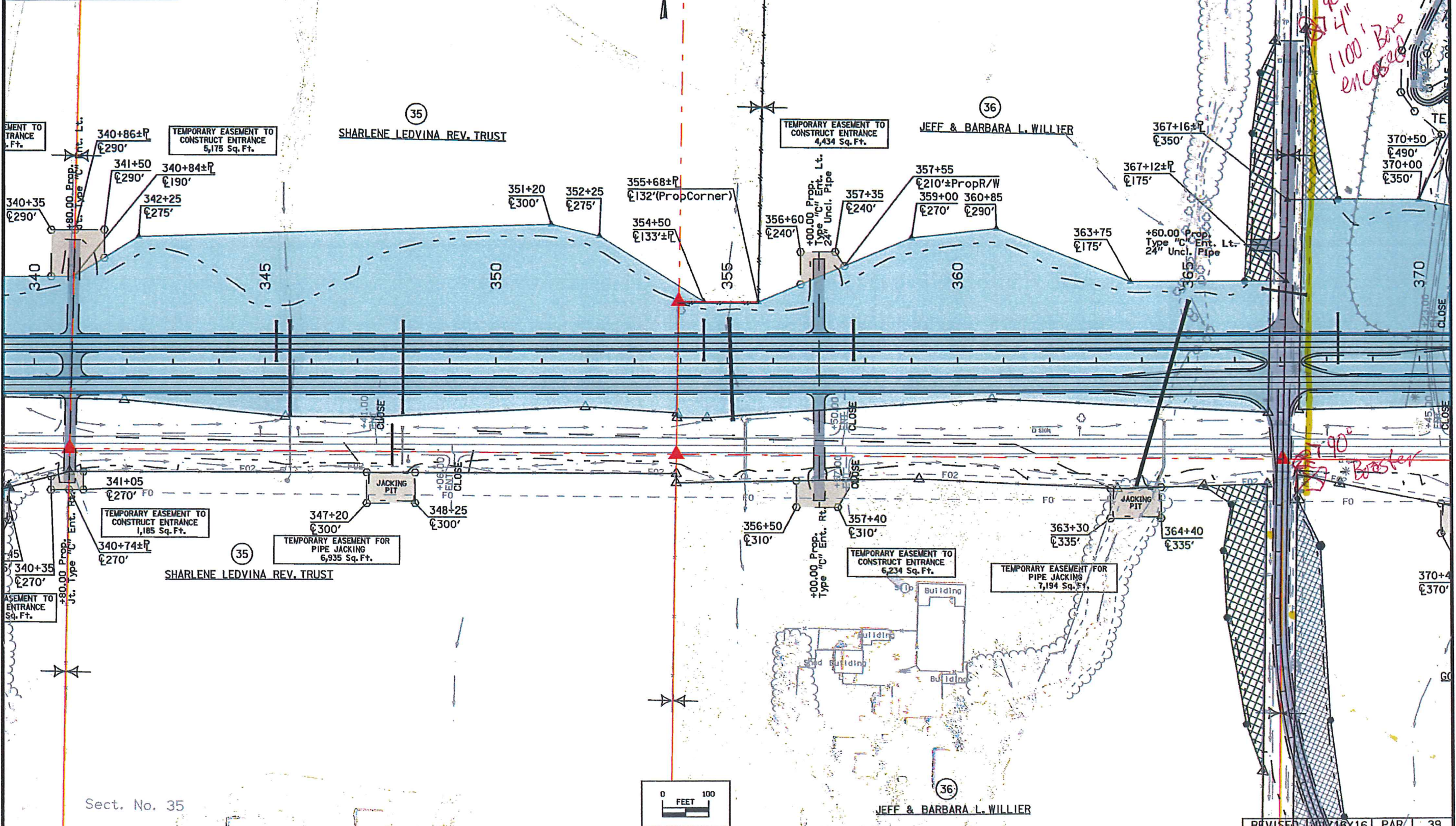


REVISED 11/16/16 PAR 39
Right of Way Design Information
<b>THIS SHEET INCLUDED FOR INFORMATION ONLY</b>
ROW Team: Cuva /Dumdel
RDW #: NNSN-30-6(188)-2R-86
Plan Date: 12/07/2016
Color Legend:
<span style="color: red;">—</span> Property Lines
<span style="color: blue;">—</span> Temporary Easement
<span style="color: green;">—</span> Permanent Acquisition

R Avenue

EXHIBIT A SHEET 9 OF 23

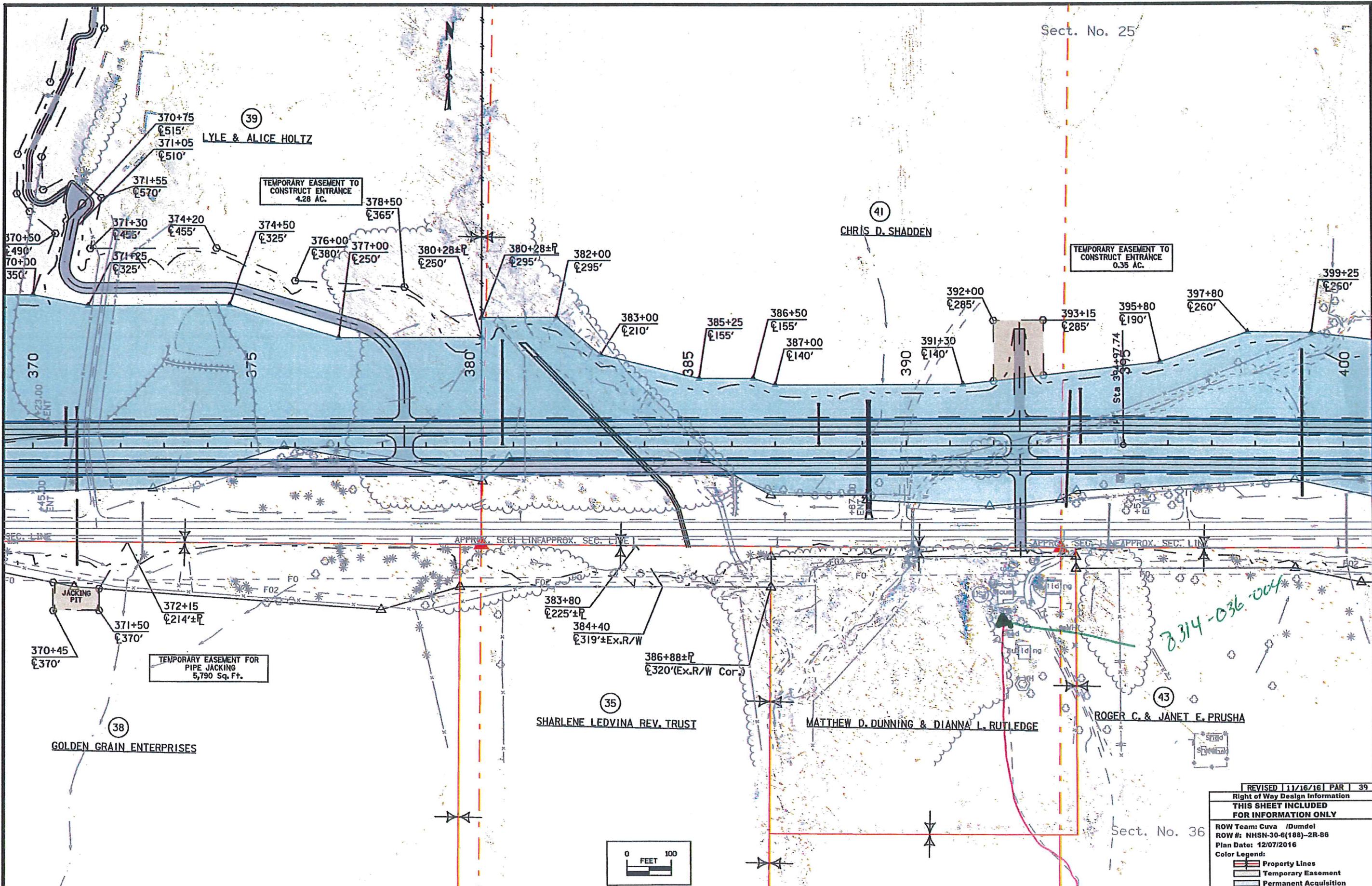
Right of Way Design Information  
**THIS SHEET INCLUDED FOR INFORMATION ONLY**  
 ROW Team: Cuva / Diridit. No. 26  
 ROW #: NHSX-30-6(187)-2R-86  
 Plan Date: 12/07/2016  
 Color Legend:  
 Property Lines  
 Temporary Easement  
 Permanent Acquisition



71.00 Prop. Type "C" Ent. Rt.  
 1100' Base enclosed

1.00' Booster

EXHIBIT A  
 SHEET 10 OF 23



Sect. No. 25

LYLE & ALICE HOLTZ

CHRIS D. SHADDEN

TEMPORARY EASEMENT TO CONSTRUCT ENTRANCE 0.35 AC.

TEMPORARY EASEMENT TO CONSTRUCT ENTRANCE 4.28 AC.

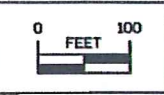
TEMPORARY EASEMENT FOR PIPE JACKING 5,790 Sq. Ft.

SHARLENE LEDVINA REV. TRUST

MATTHEW D. DUNNING & DIANNA L. RUTLEDGE

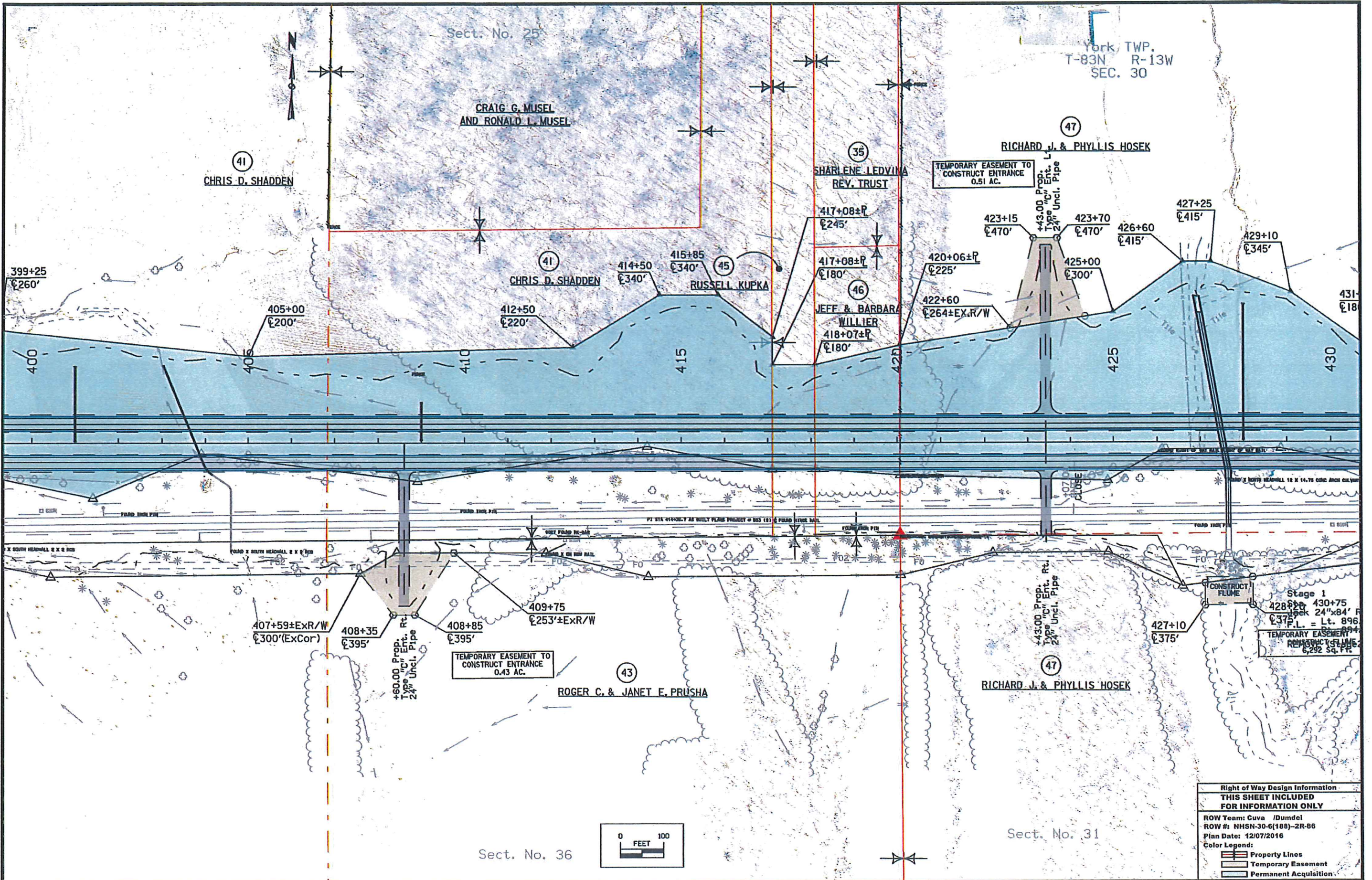
ROGER C. & JANET E. PRUSHA

Sect. No. 36



REVISED 11/16/16 PAR 39
Right of Way Design Information
<b>THIS SHEET INCLUDED FOR INFORMATION ONLY</b>
ROW Team: Cuva /Dumdel
ROW #: NHSN-30-6(188)-2R-88
Plan Date: 12/07/2016
Color Legend:
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<span style="border: 1px dashed black; display: inline-block; width: 10px; height: 10px;"></span> Temporary Easement
<span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Permanent Acquisition

EXHIBIT A  
SHEET 11 OF 23



York, TWP.  
T-83N R-13W  
SEC. 30

Sect. No. 25

CRAIG G. MUSEL  
AND RONALD L. MUSEL

41  
CHRIS D. SHADDEN

35  
SHARLENE LEDVINA  
REV. TRUST

47  
RICHARD J. & PHYLLIS HOSEK

41  
CHRIS D. SHADDEN

45  
RUSSELL KUPKA

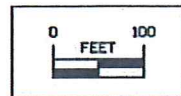
46  
JEFF & BARBARA  
WILLIER

47  
RICHARD J. & PHYLLIS HOSEK

43  
ROGER C. & JANET E. PRUSHA

Stage 1  
428± to 430±  
24"x84" Pipe  
F.L. = Lt. 896±  
TEMPORARY EASEMENT  
REMOVE FLUME  
6,292 SQ. FT.

Right of Way Design Information THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team:	Cuva /Dumdel
ROW #:	NHSN-30-6(188)-2R-86
Plan Date:	12/07/2016
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition



Sect. No. 36

Sect. No. 31

EXHIBIT A  
SHEET 12 OF 23

York TWP.  
T-83N R-13W  
SEC. 30



47  
RICHARD J. & PHYLLIS HOSEK

49  
JAMES H. & JOLINE K. BERGMEIER

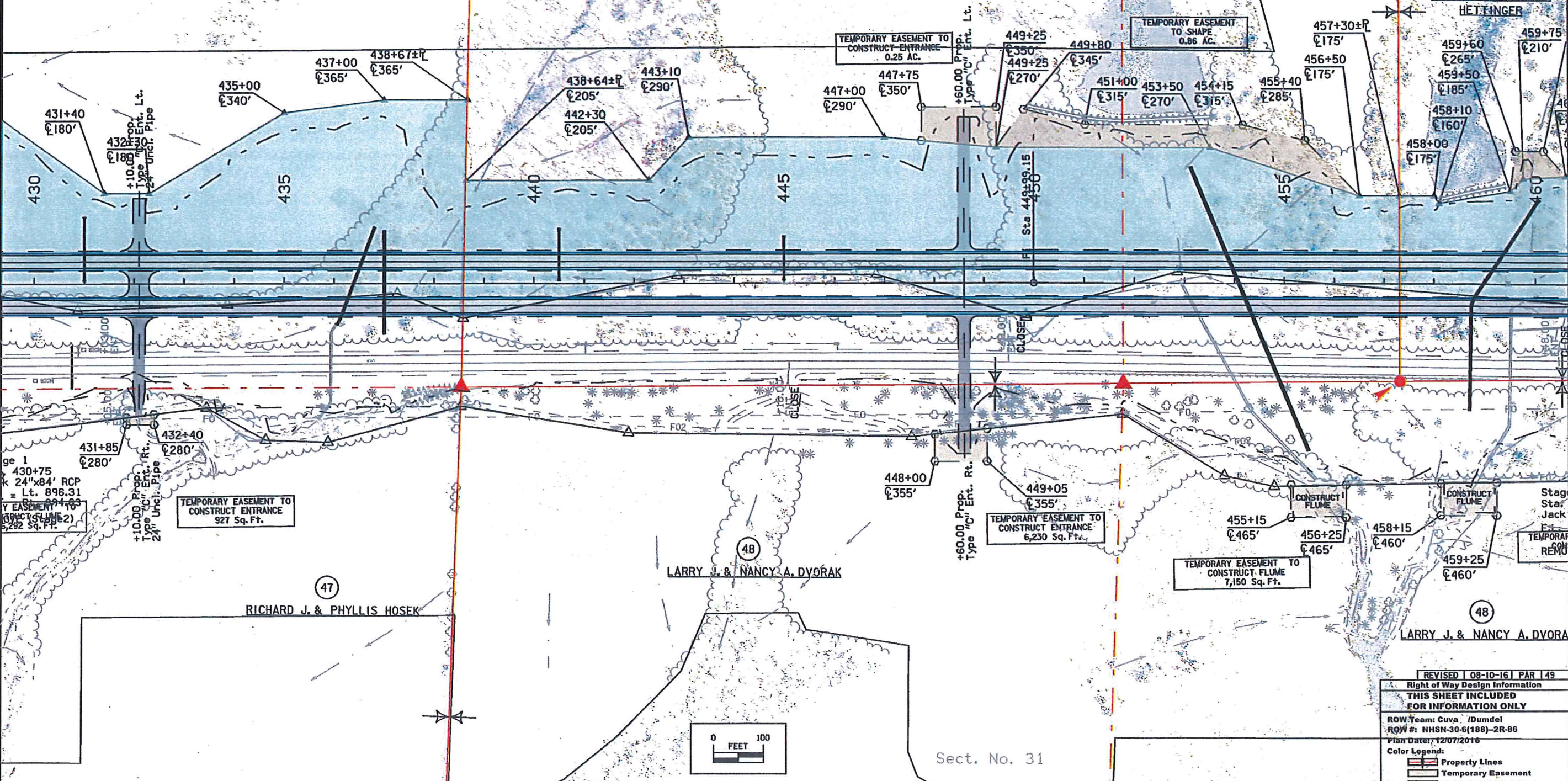
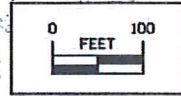
49A  
SCOTT A. & JANE E. HETTINGER

48  
LARRY J. & NANCY A. DVORAK

47  
RICHARD J. & PHYLLIS HOSEK

48  
LARRY J. & NANCY A. DVORAK

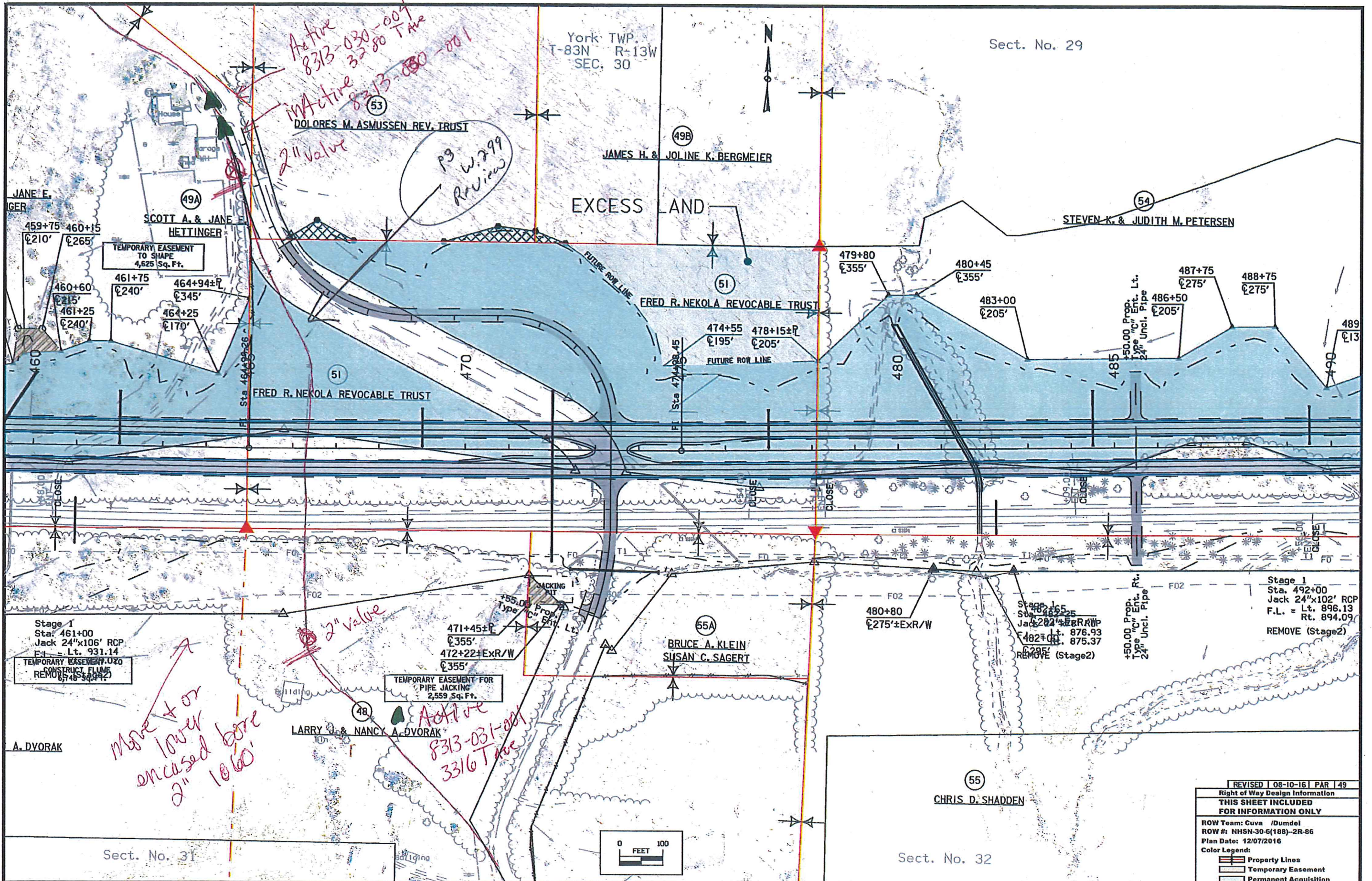
Sect. No. 31



REVISED 08-10-16 PAR 49
Right of Way Design Information
<b>THIS SHEET INCLUDED FOR INFORMATION ONLY</b>
ROW Team: Cuva / Dumdel
ROW #: NHSN-30-6(188)-2R-86
Plan Date: 12/07/2016
Color Legend:
Property Lines
Temporary Easement
Permanent Acquisition

EXHIBIT A  
SHEET 13 OF 23





*Active 8313-030-001  
3280 Twp*  
*MActive 8313-030-001*

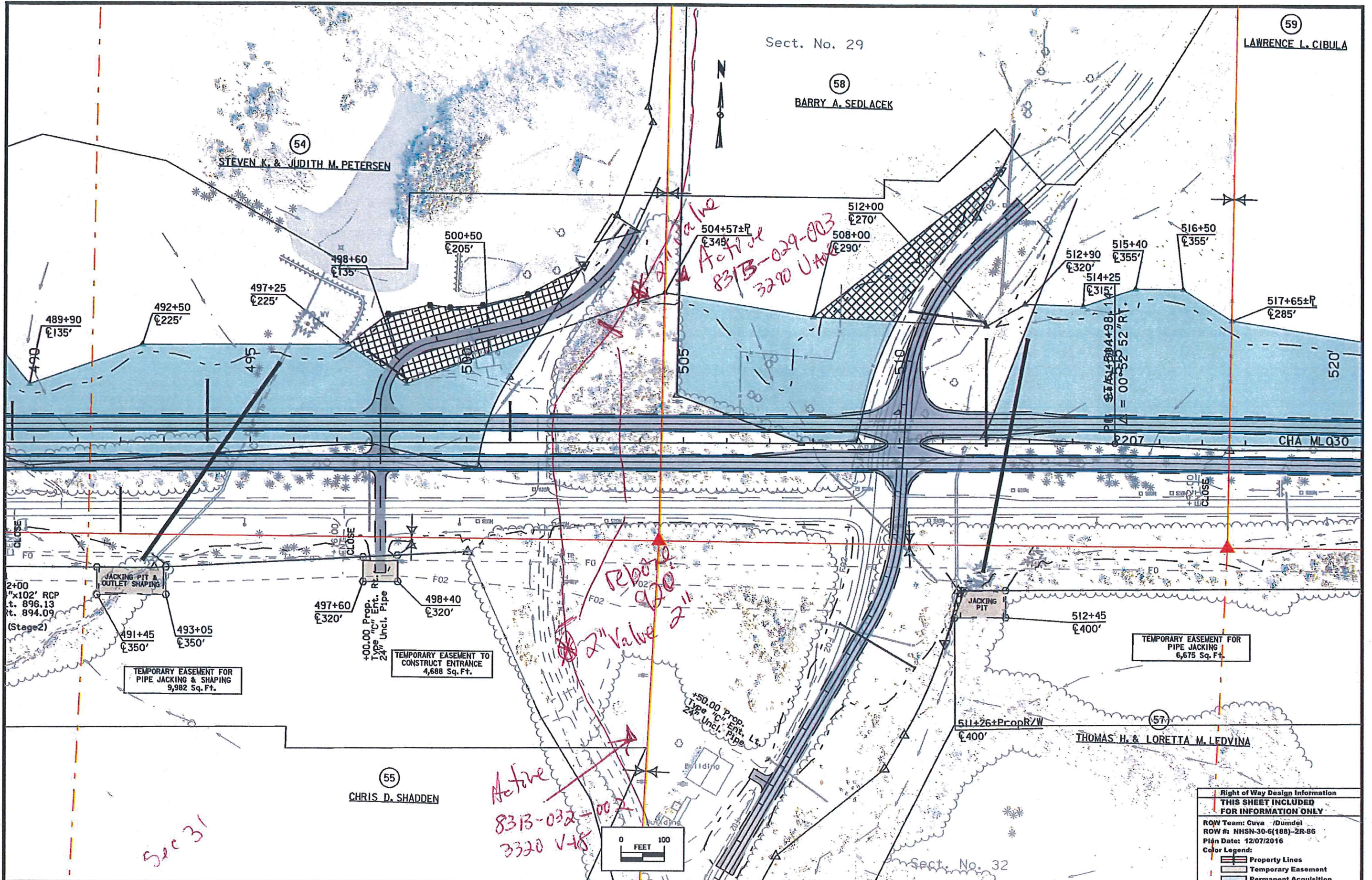
*P9 W. 799  
Review*

*Move to or  
lower  
encased bore  
2\"/>*

*Active 8313-031-001  
3316 Twp*

REVISED 08-10-16 PAR 149	
Right of Way Design Information	
THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team: Cuva /Dumdel	
ROW #: NHSN-30-6(188)-2R-86	
Plan Date: 12/07/2016	
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

EXHIBIT A  
SHEET 14 OF 23



Sect. No. 29

59  
LAWRENCE L. CIBULA

58  
BARRY A. SEDLACEK

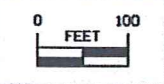
54  
STEVEN K. & JUDITH M. PETERSEN

55  
CHRIS D. SHADDEN

57  
THOMAS H. & LORETTA M. LEDVINA

Sect. No. 32

Right of Way Design Information	
THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team:	Cuva / Dumdel
ROW #:	NHSN-30-6(188)-2R-86
Plan Date:	12/07/2016
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition



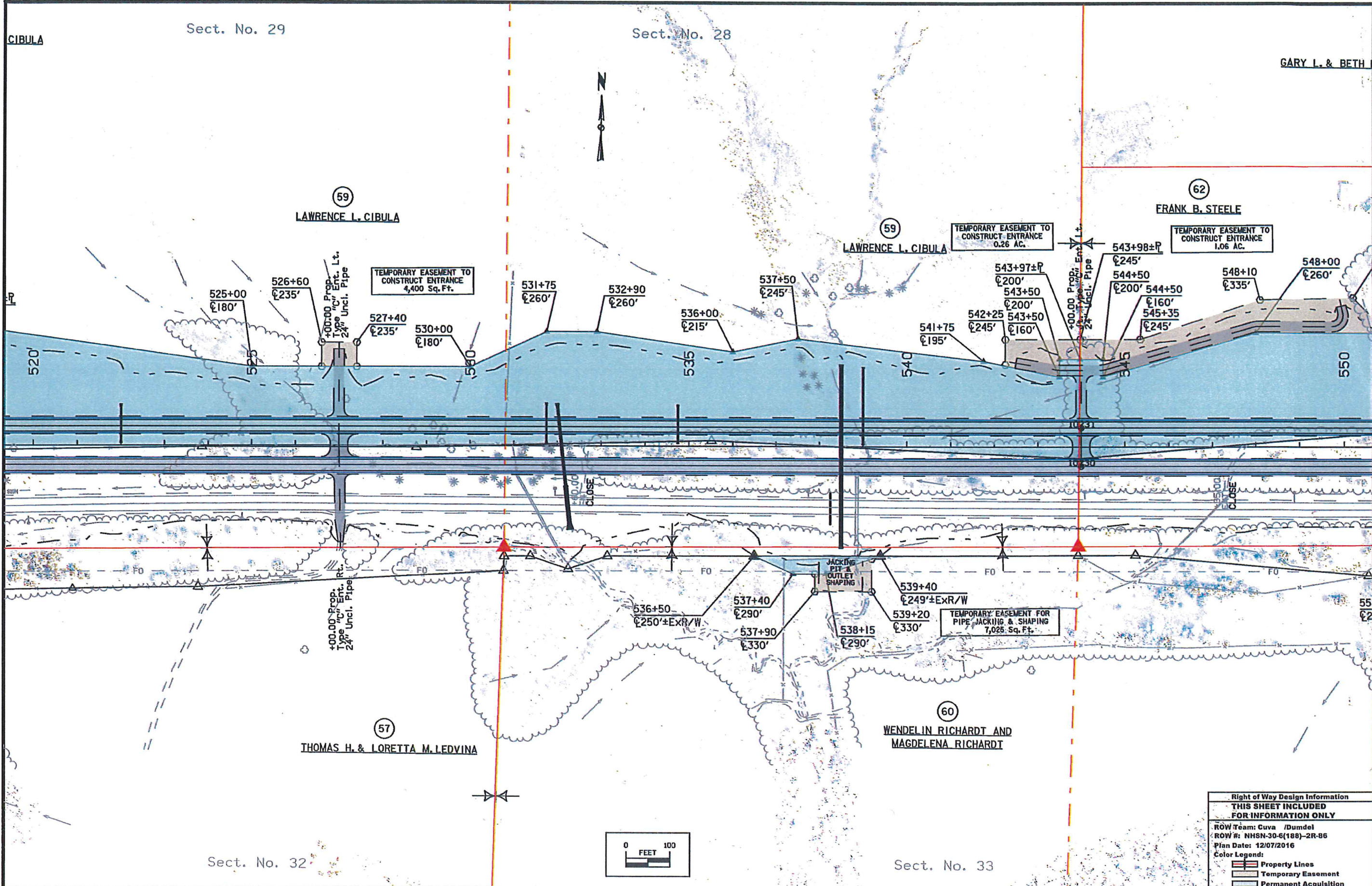
*See 31*

*Active*  
*8313-032-002*  
*3320 V48*

*Rebate 920*  
*2\"/>*

*2\"/>*

EXHIBIT A  
SHEET 15 OF 23



Sect. No. 29

Sect. No. 28

GARY L. & BETH

59  
LAWRENCE L. CIBULA

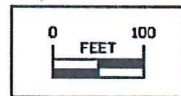
62  
FRANK B. STEELE

57  
THOMAS H. & LORETTA M. LEDVINA

60  
WENDELIN RICHARDT AND  
MAGDELENA RICHARDT

Sect. No. 32

Sect. No. 33



Right of Way Design Information	
THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team: Cuva /Dumdel	
ROW #: NHSN-30-6(188)-2R-86	
Plan Date: 12/07/2016	
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

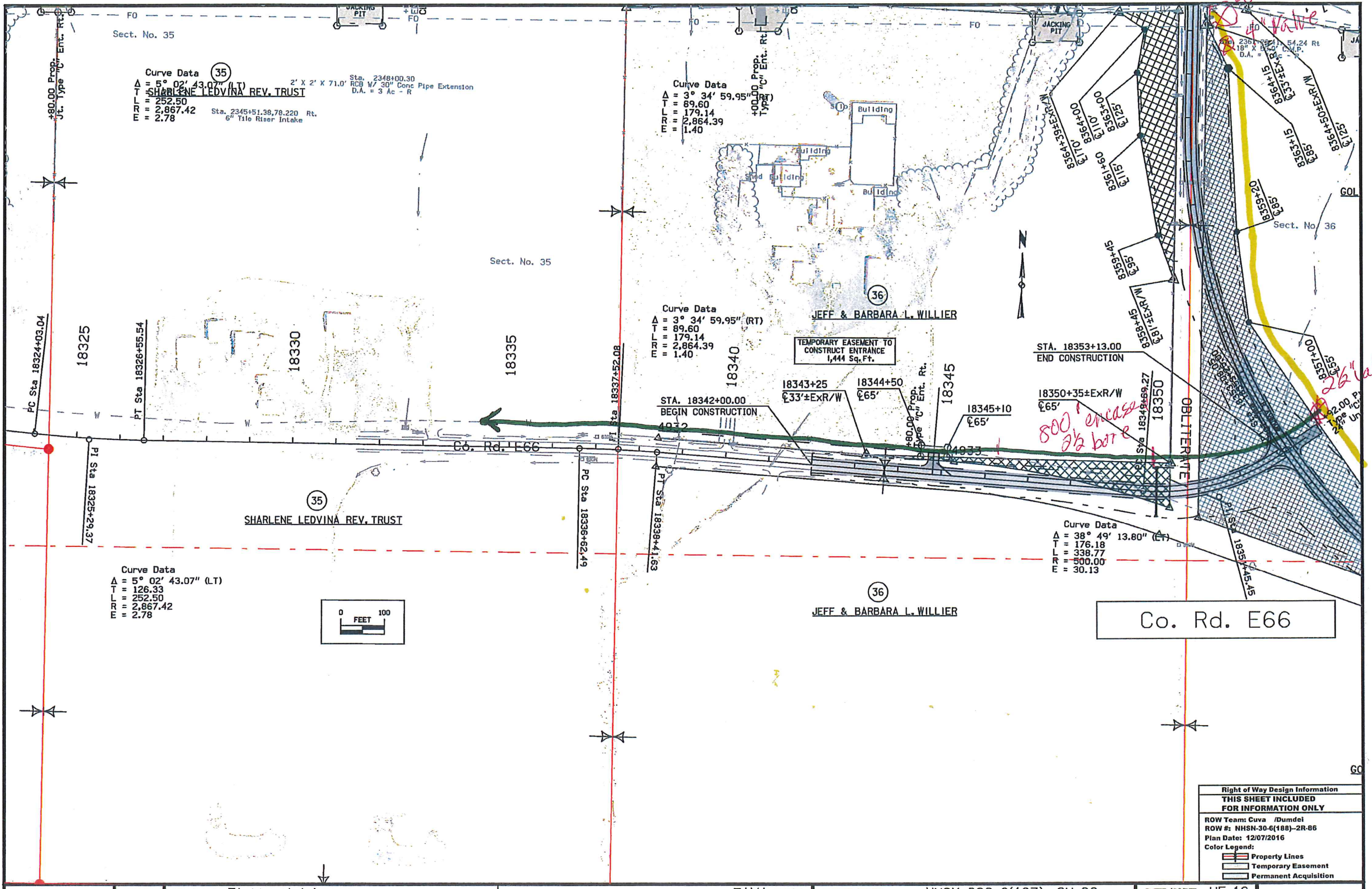
EXHIBIT A  
SHEET 14 OF 23

Boester

4" Valve

26" Valve

800' encase  
2 1/2 bore



Sect. No. 35

Sect. No. 35

Sect. No. 36

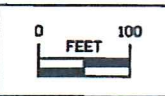
Curve Data (35)  
 $\Delta = 5^\circ 02' 43.07''$  (LT)  
 $T = 252.50$   
 $R = 2,867.42$   
 $E = 2.78$   
 Sta. 2348+00.30  
 2' X 2' X 71.0' RCB W/ 30" Conc Pipe Extension  
 D.A. = 3 Ac - R

Curve Data  
 $\Delta = 3^\circ 34' 59.95''$  (RT)  
 $T = 89.60$   
 $R = 179.14$   
 $E = 2,864.39$   
 $E = 1.40$   
 +00.00 Prop. Rt.  
 Type "C" Ent. Rt.

Curve Data  
 $\Delta = 3^\circ 34' 59.95''$  (RT)  
 $T = 89.60$   
 $R = 179.14$   
 $E = 2,864.39$   
 $E = 1.40$

Curve Data  
 $\Delta = 38^\circ 49' 13.80''$  (RT)  
 $T = 176.18$   
 $L = 338.77$   
 $R = 500.00$   
 $E = 30.13$

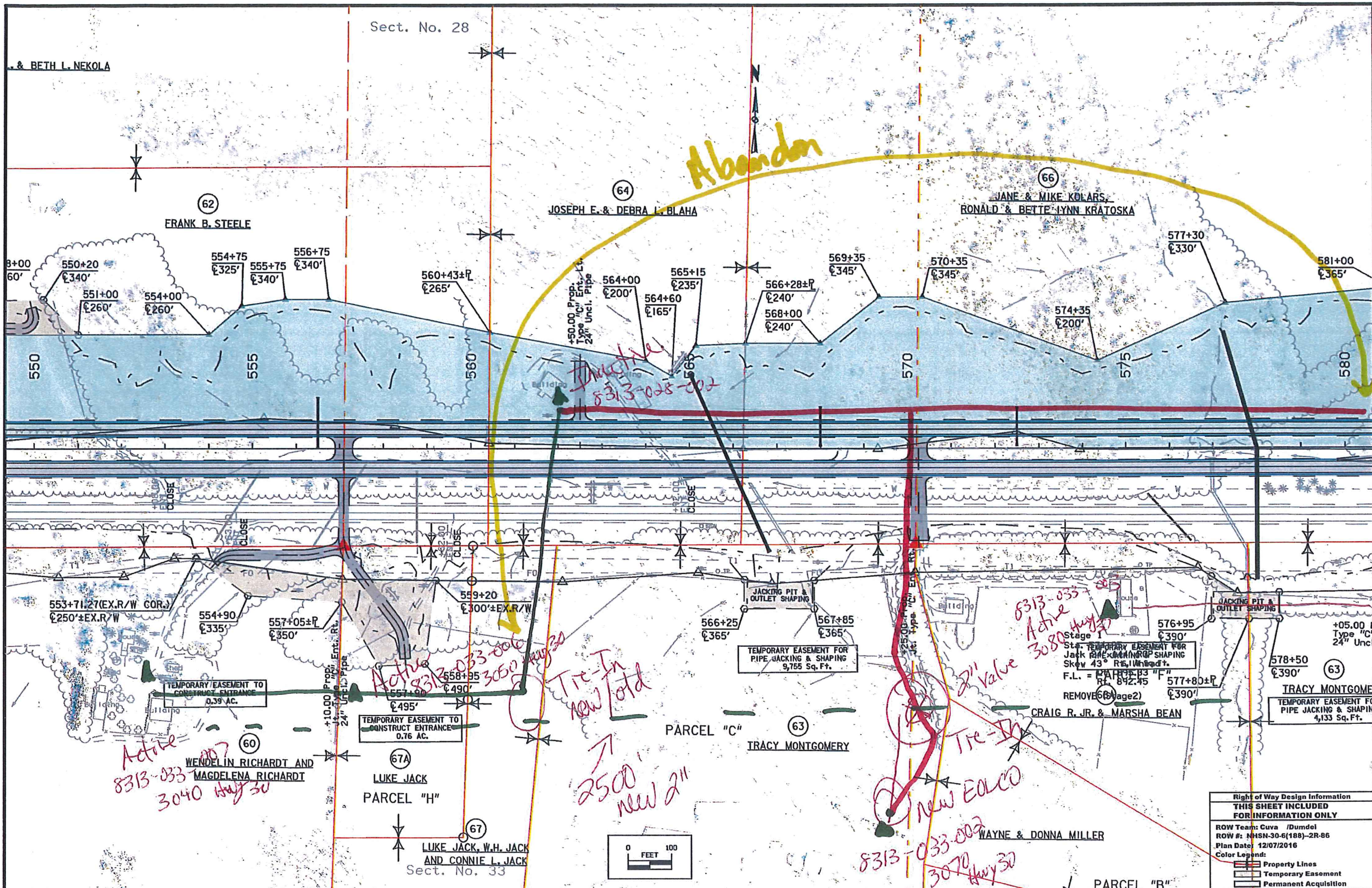
Curve Data  
 $\Delta = 5^\circ 02' 43.07''$  (LT)  
 $T = 126.33$   
 $L = 252.50$   
 $R = 2,867.42$   
 $E = 2.78$



Co. Rd. E66

Right of Way Design Information	
THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team: Cuva /Dumdei	
ROW #: NHSN-30-6(188)-2R-86	
Plan Date: 12/07/2016	
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

EXHIBIT A SHEET 17 OF 23



Sect. No. 28

& BETH L. NEKOLA

*Abandon*

JOSEPH E. & DEBRA L. BLAHA

JANE & MIKE KOLARS  
RONALD & BETTE LYNN KRATOSKA

FRANK B. STEELE

550+00 551+00 554+00 554+75 555+75 556+75 560+43±P 564+00 564+60 565+15 566+28±P 568+00 569+35 570+35 574+35 577+30 581+00

553+71.27(EX.R/W COR.) 554+90 557+05±P 558+95 559+20 566+25 567+85 576+95 577+80±P 578+50

WENDELIN RICHARDT AND  
MAGDELENA RICHARDT

LUKE JACK  
PARCEL "H"

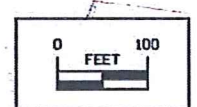
LUKE JACK, W.H. JACK  
AND CONNIE L. JACK  
Sect. No. 33

PARCEL "C"  
TRACY MONTGOMERY

CRAIG R. JR. & MARSHA BEAN

WAYNE & DONNA MILLER

PARCEL "B"



Right of Way Design Information	
THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team:	Cuva /Dumdel
ROW #:	NHSN-30-6(188)-2R-86
Plan Date:	12/07/2016
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

EXHIBIT A  
SHEET 18 OF 23

Sect. No. 28

Sect. No. 27

*Sec 27*  
70  
SAM A. FRANZENBURG

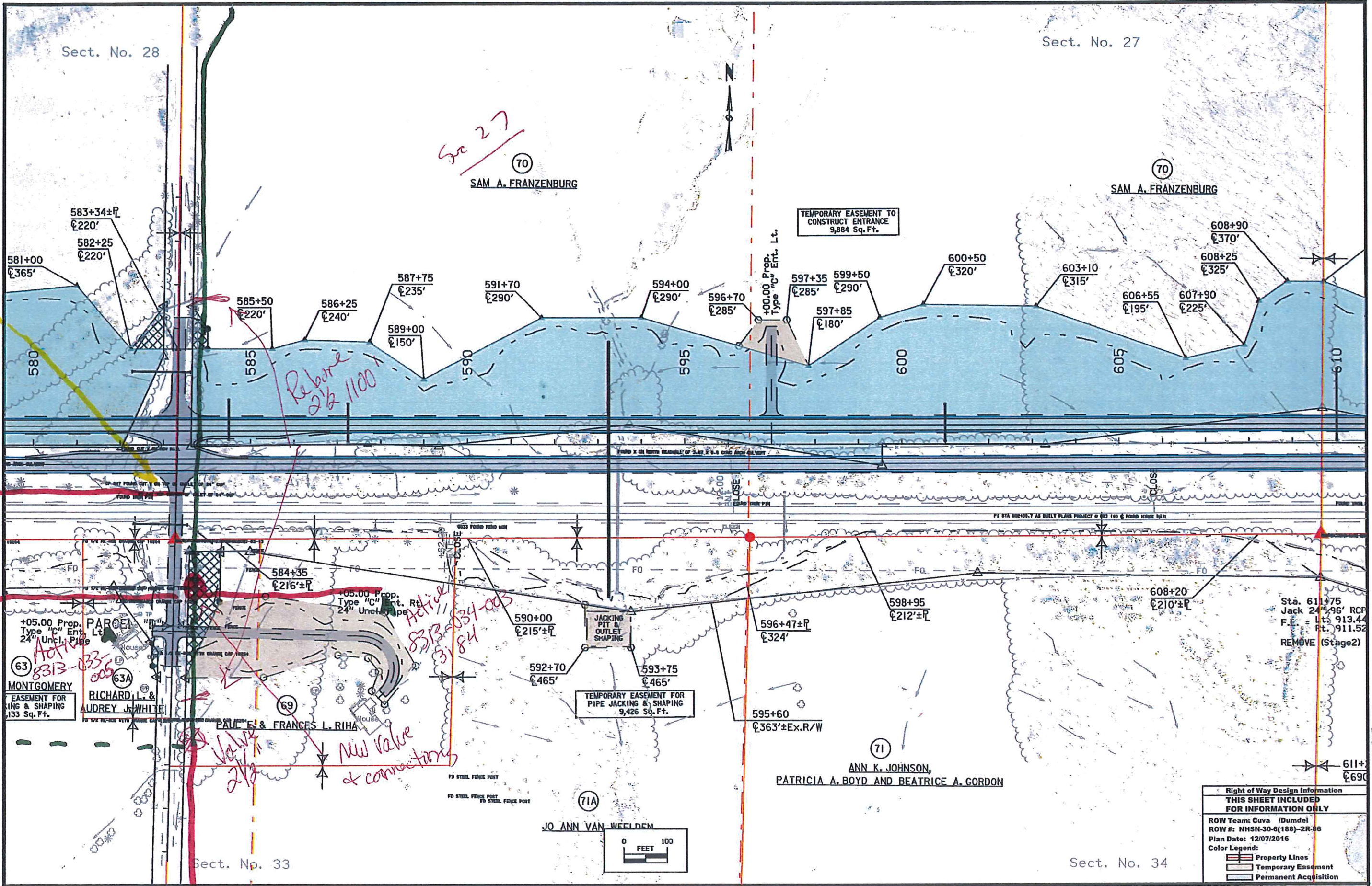
70  
SAM A. FRANZENBURG

*Abandon*

*Reborn 2/2 1100*

*Active 8313-033-005 8313-034-005 3/1/84*

*New Valve & connections*



63  
MONTGOMERY  
EASEMENT FOR  
RING & SHAPING  
1,133 Sq. Ft.

PARCEL  
Type "C" Ent. Lt.  
24" Uncl. Pipe  
RICHARD L. &  
AUDREY J. WHITE

PAUL E. & FRANCES L. RIHA

69  
+05.00 Prop. Type "C" Ent. Lt. 24" Uncl. Pipe

590+00  
JACKING PIT & OUTLET SHAPING  
TEMPORARY EASEMENT FOR PIPE JACKING & SHAPING  
9,426 Sq. Ft.

71  
ANN K. JOHNSON,  
PATRICIA A. BOYD AND BEATRICE A. GORDON

TEMPORARY EASEMENT TO CONSTRUCT ENTRANCE  
9,884 Sq. Ft.

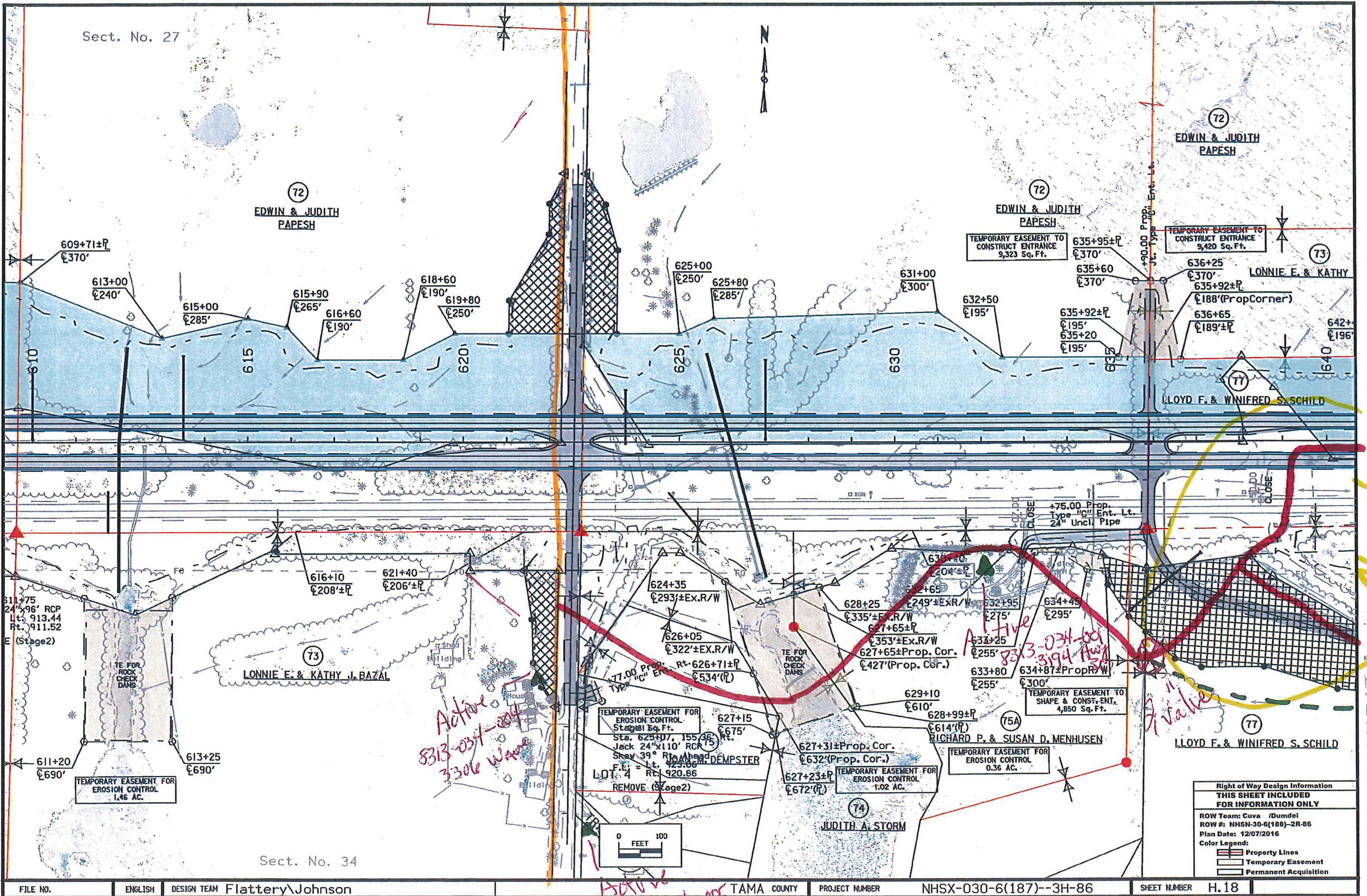
71  
ANN K. JOHNSON,  
PATRICIA A. BOYD AND BEATRICE A. GORDON

611+75  
Jack 24" 96' RCP  
F.L. = Lt. 913.44  
Ft. 911.52  
REMOVE (Stage 2)

Right of Way Design Information	
THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team: Cuva /Dumdei	
ROW #: NHSN-30-6(188)-2R-06	
Plan Date: 12/07/2016	
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

EXHIBIT A  
SHEET 12 OF 23

Sect. No. 27



72 EDWIN & JUDITH PAPESH

72 EDWIN & JUDITH PAPESH

72 EDWIN & JUDITH PAPESH

73 LONNIE E. & KATHY

77 LLOYD F. & WINIFRED S. SCHILD

73 LONNIE E. & KATHY J. BAZAL

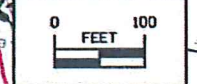
75A RICHARD P. & SUSAN D. MENSCHEN

77 LLOYD F. & WINIFRED S. SCHILD

74 JUDITH A. STORM

Right of Way Design Information THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team: Cuva / Dumdel	
ROW #: NHSN-30-6(188)-2R-86	
Plan Date: 12/07/2016	
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

Sect. No. 34



*Active*  
*8313-034-005*  
*3313 W Ave*

*EXHIBIT A*  
*Abandon*  
*SHEET 20 OF 23*

Sect. No. 26

88  
HARDWOOD TIMBERLAND UNLIMITED

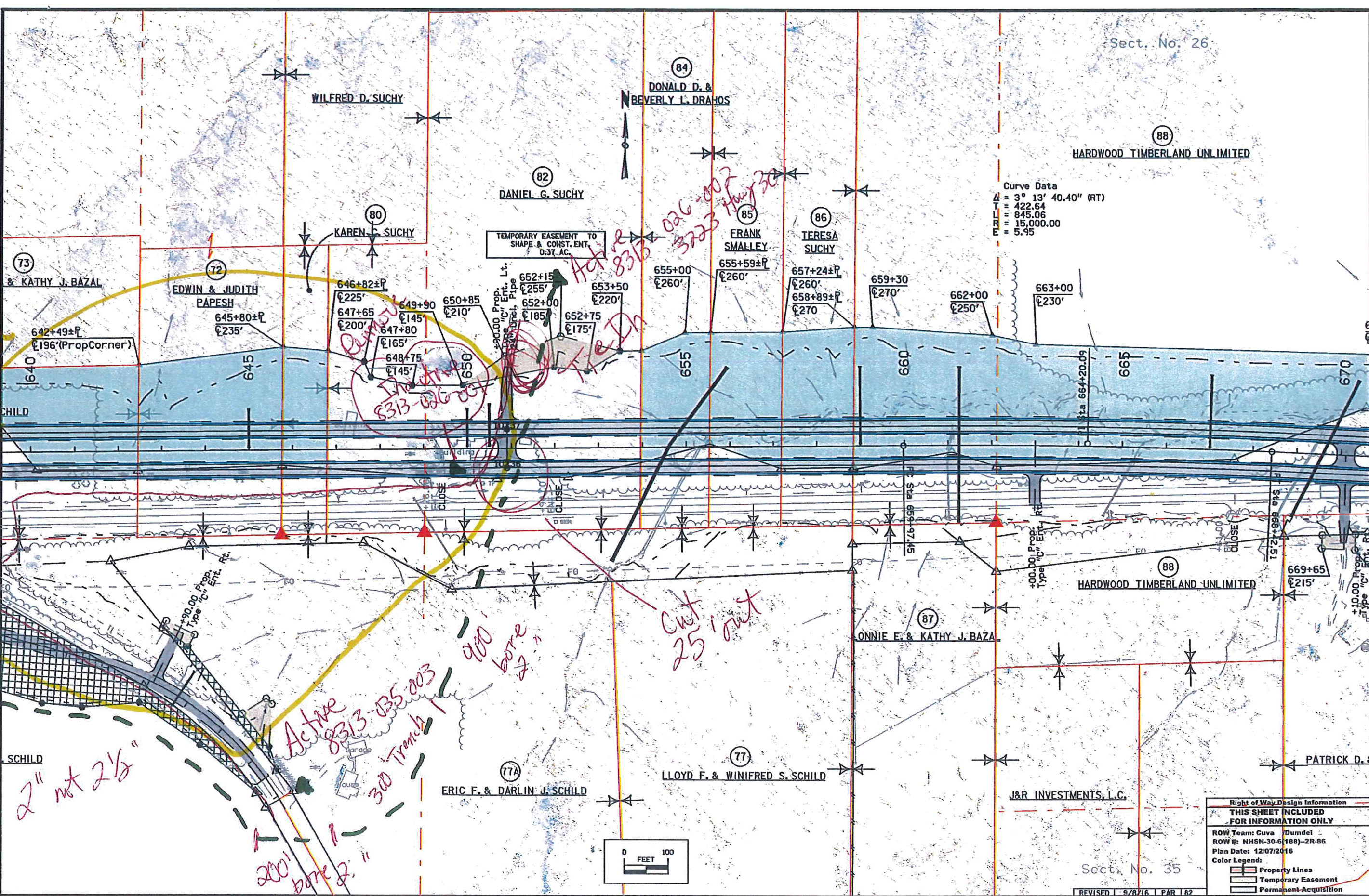
Curve Data  
A = 3° 13' 40.40" (RT)  
T = 422.64  
L = 845.06  
E = 15,000.00  
P = 5.95

TEMPORARY EASEMENT TO SHAPE & CONST. ENT. 0.37 AC.

*Abandon*

*Active 8313-035-003  
300' Tranche  
200' bore 2"  
900' bore 2"*

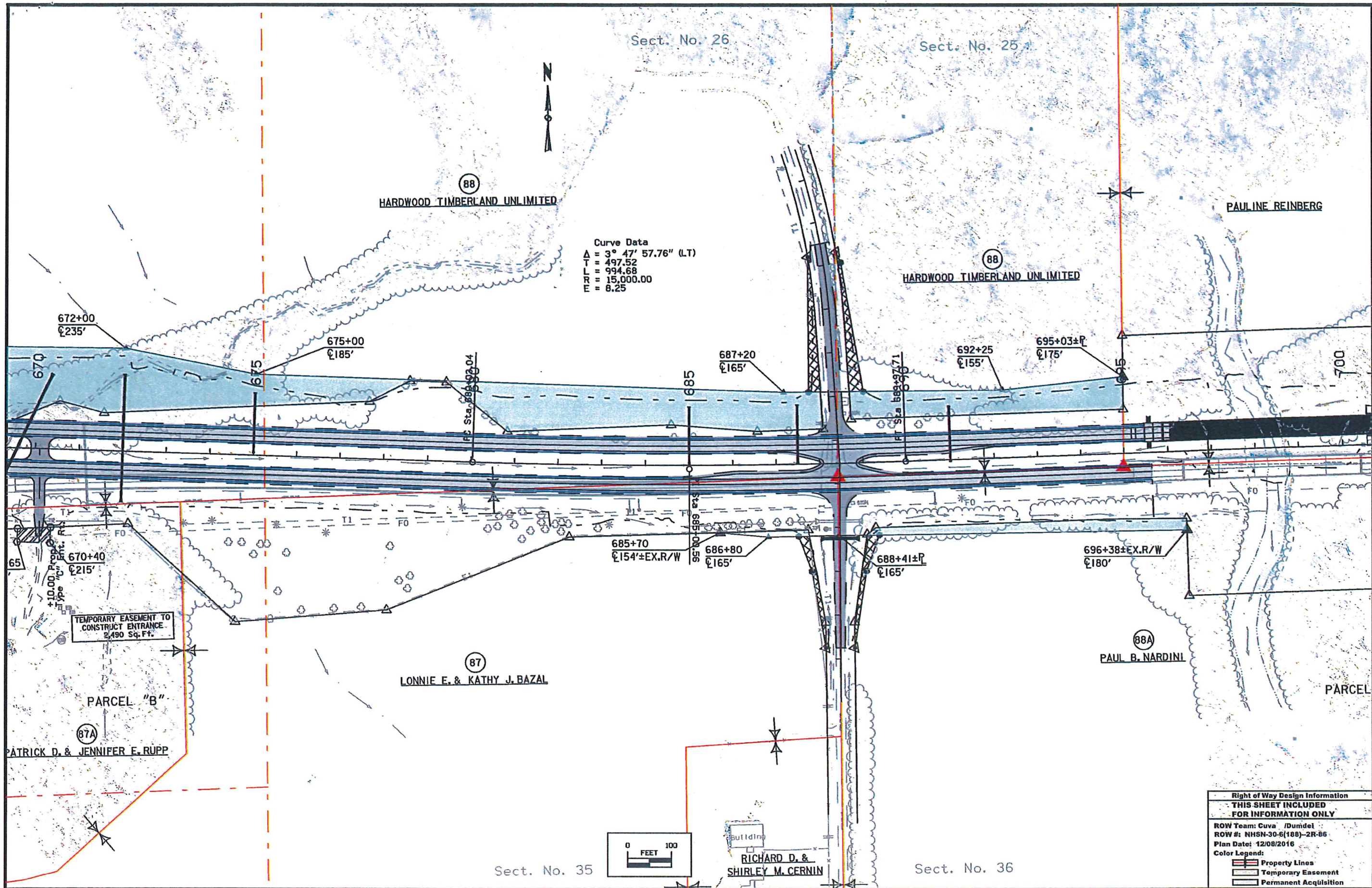
*Cut 25' out*



Right of Way Design Information THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team:	Cuva / Dumdel
ROW #:	NHSN-30-6(188)-2R-86
Plan Date:	12/07/2016
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

EXHIBIT A  
SHEET 21 OF 23





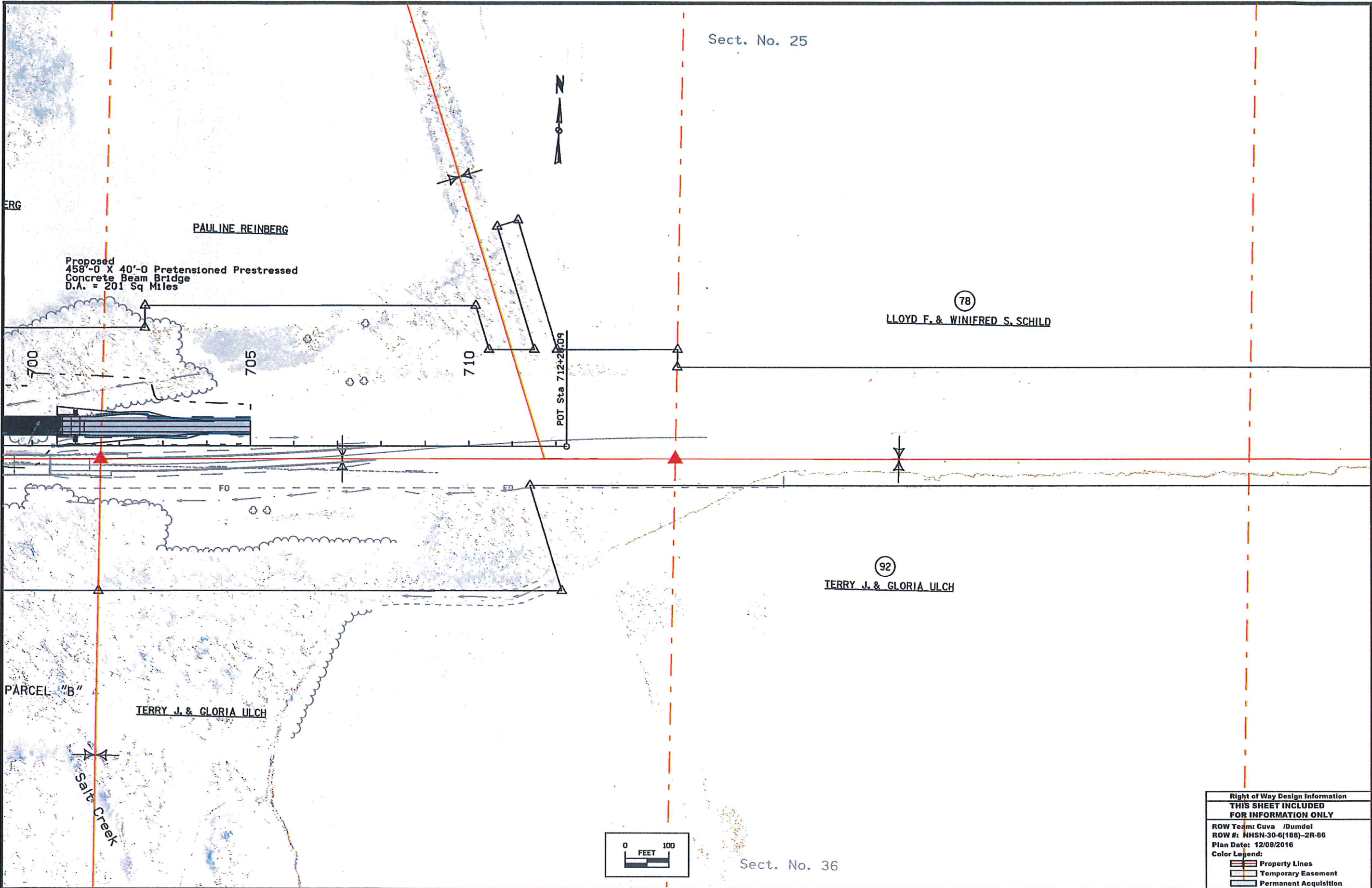
Curve Data  
 $\Delta = 3^\circ 47' 57.76''$  (LT)  
 $T = 497.52$   
 $L = 994.68$   
 $R = 15,000.00$   
 $E = 8.25$

Right of Way Design Information	
THIS SHEET INCLUDED FOR INFORMATION ONLY	
ROW Team: Cuva / Dumdel	
ROW #: NHSN-30-6(188)-2R-86	
Plan Date: 12/08/2016	
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

EXHIBIT A  
SHEET 22 OF 23

Sect. No. 25

Sect. No. 36



Right of Way Design Information	
<b>THIS SHEET INCLUDED FOR INFORMATION ONLY</b>	
ROW Team: Cuva / Dumdei	
ROW #: NHSN-30-6(188)-2R-86	
Plan Date: 12/08/2016	
Color Legend:	
	Property Lines
	Temporary Easement
	Permanent Acquisition

EXHIBIT A  
 SHEET 23 OF 23



**Poweshiek Water Association**  
 PO Box 504 125 Industrial Dr  
 Brooklyn, IA 52211  
 641-522-7416 x 104  
 Email: rick@poweshiekwater.com



### Estimate

Date: 01/27/2017 Project: Toledo to 21  
 County: Project Number: NHSX-030-6(187)--3H86  
 Name: Iowa DOT Phone:  
 Mailing Address: Cell Phone:  
 Service Address:

\*\*\*\*\*

EQUIPMENT					Equipment Used	FEMA codes	Cost
0	Ft	143	Hours @	295.00	/Hr	JT20 Boring Mach	\$ 42,185.00
Mudmixer		144	Hours @	9.50	/Hr	MM	\$ 1,368.00
Excavator		146	Hours @	43.00	/Hr	PC Small Exc	\$ 6,278.00
Backhoe		66	Hours @	37.00	/Hr	SG Backhoe	\$ 2,442.00
0	Ft	82	Hours @	183.00	/Hr	VT Trencher	\$ 15,006.00
Trailer		112	Hours @	11.25	/Hr	A, B, V, DT, F, M, L, U	\$ 1,260.00
Trailer		16	Hours @	17.00	/Hr	Trailer H	\$ 272.00
Trucks		7825	Miles @	1.25	/Mile	Const. #12, 17, 56, 101	\$ 9,781.25
Trucks		4900	Miles @	0.535	/Mile	Dist. #	\$ 2,621.50
Rental		2	Months	15,000.00	/Month	JT25 Ditch Witch	\$ 30,000.00
Rental		2	Hours @	2,383.00	/Week	750 K Dozer	\$ 4,766.00
Tile Repairs		50	x	100.00	/Pcs	Tile Repairs	\$ 5,000.00
	x		Hours @	11.25	/Hr	Trailer A (clean up)	\$ -
	x		Hours @	18.00	/Hr	Tractor E (clean up)	\$ -

#### FLUSHING, WATERLOSS & SAMPLES

150,000	Gallons			\$	828.25
22	Samples @	11.00	/Sample	\$	242.00

#### LABOR / OT

1655	Hours @	40.00	/Hr	\$	66,200.00
344	Hours @	60.00	/OT	\$	20,640.00

<b>MATERIALS</b>				\$	121,493.02
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<b>ADMINISTRATIVE COST</b> Engineering, Legal, Easements, Office, Crop Damage				\$	76,307.00
---	--	--	--	----	-----------

**SUBTOTAL** \$ 406,690.02

<b>CONTINGENCIES:</b>				\$	-
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**GRAND TOTAL** \$ 406,690.02

\*\*\*\*\*

PWA is an Equal Opportunity employer & provider

EXHIBIT B  
 SHEET 1 OF 5

MATERIALS					Description		Costs	
1" Glue Pipe	Qty	10	x	Price	\$ 0.39	8313-032-002	\$	3.90
1" Glue Pipe	Qty	20	x	Price	\$ 0.39	8314-029-003	\$	7.80
1" Glue Pipe	Qty	20	x	Price	\$ 0.39	New Meter Pit 8313-034-004	\$	7.80
1" Glue Pipe	Qty	20	x	Price	\$ 0.39	8314-030-007 2273 Hwy 30	\$	7.80
1" Glue Pipe	Qty	20	x	Price	\$ 0.39	New meter Pit 8313-026-002	\$	7.80
1" Glue Pipe	Qty	20	x	Price	\$ 0.39	8313-030-004 & 8313-030-001	\$	7.80
1" Glue Pipe	Qty	100	x	Price	\$ 0.39	new meter pit at 8314-029-007	\$	39.00
		210						
1.5" Glue Pipe	Qty	120	x	Price	\$ 0.60	ditional Footage Bore 8314-031-0	\$	72.00
1.5" Glue Pipe	Qty	120	x	Price	\$ 0.60	8313-029-003	\$	72.00
1.5" Glue Pipe	Qty	400	x	Price	\$ 0.60	814-031-001 2254 Hwy 30 new p	\$	240.00
1.5" Glue Pipe	Qty	265	x	Price	\$ 0.60	8314-031-003 2230 Hwy 30	\$	159.00
1.5" Glue Pipe	Qty	460	x	Price	\$ 0.60	8314-032-001	\$	276.00
1.5" Glue Pipe	Qty	1000	x	Price	\$ 0.60	5" Encasement Bore 8313-028-0	\$	600.00
		2365						\$ 1,419.00
1.5" Repair Coupler Long	Qty	1	x	Price	\$ 39.65	8314-032-001	\$	39.65
1.5" Repair Coupler Long	Qty	2	x	Price	\$ 39.65	5" Encasement Bore 8313-028-0	\$	79.30
		3						\$ 118.95
2" Repair Coupler Long	Qty	2	x	Price	\$ 39.85	bore 2" E side of N Ave going S	\$	79.70
		2						\$ 79.70
2" Ductile 90	Qty	1	x	Price	\$ 56.75	outh side Hwy 30 Reconnect ma	\$	56.75
2" Ductile 90	Qty	1	x	Price	\$ 56.75	ditional Footage Trenching M.M.	\$	56.75
		2						\$ 113.50
2" Gasket Pipe	Qty	300	x	Price	\$ 0.52	ditional Footage Trenching M.M.	\$	156.00
2" Gasket Pipe	Qty	200	x	Price	\$ 0.52	ditional Trenching 2" South of P.	\$	104.00
2" Gasket Pipe	Qty	100	x	Price	\$ 0.52	2" gasket pipe	\$	52.00
2" Gasket Pipe	Qty	40	x	Price	\$ 0.52	5" Bore East of Valve Going Sou	\$	20.80
2" Gasket Pipe	Qty	1300	x	Price	\$ 0.52	hing 2" 8313-034-001 to 8313-03	\$	676.00
2" Gasket Pipe	Qty	300	x	Price	\$ 0.52	trenching 2" East from 8313-035-0	\$	156.00
		2240						\$ 1,164.80
2" Valve Push On	Qty	1	x	Price	\$309.00	2" Hwy Bore--4" Encasement	\$	309.00
		1						\$ 309.00
2" Glue Pipe	Qty	700	x	Price	\$ 0.87	Hwy 30 crossing west of O.Ave.	\$	609.00
2" Glue Pipe	Qty	120	x	Price	\$ 0.87	outh side Hwy 30 Reconnect ma	\$	104.40
2" Glue Pipe	Qty	800	x	Price	\$ 0.87	Bore 2" North of E66 Going Wes	\$	696.00
2" Glue Pipe	Qty	480	x	Price	\$ 0.87	bore 2" E side of N Ave going S	\$	417.60
2" Glue Pipe	Qty	1060	x	Price	\$ 0.87	2" Hwy Bore--4" Encasement	\$	922.20
2" Glue Pipe	Qty	920	x	Price	\$ 0.87	2" Highway Bore	\$	800.40
2" Glue Pipe	Qty	360	x	Price	\$ 0.87	2" glue pipe	\$	313.20
2" Glue Pipe	Qty	220	x	Price	\$ 0.87	2" Bore East W. Ave.	\$	191.40
2" Glue Pipe	Qty	300	x	Price	\$ 0.87	2" Bore WW Ave.	\$	261.00
2" Glue Pipe	Qty	900	x	Price	\$ 0.87	2" Bore to 8313-026-002	\$	783.00
		5860						\$ 5,098.20
2" Knuckle Restraint	Qty	1	x	Price	\$ 50.00	Hwy 30 crossing west of O.Ave.	\$	50.00
2" Knuckle Restraint	Qty	2	x	Price	\$ 50.00	outh side Hwy 30 Reconnect ma	\$	100.00
2" Knuckle Restraint	Qty	2	x	Price	\$ 50.00	ditional Footage Trenching M.M.	\$	100.00
2" Knuckle Restraints	Qty	3	x	Price	\$ 50.00	ditional Trenching 2" South of P.	\$	150.00
2" Knuckle Restraint	Qty	1	x	Price	\$ 50.00	bore 2" E side of N Ave going S	\$	50.00

EXHIBIT B  
SHEET 2 OF 5

2" Knuckle Restraints	Qty	3	x	Price	\$ 50.00	8313-033-002	\$ 150.00	
2" Knucle Restraints	Qty	1	x	Price	\$ 50.00	2" Bore East W. Ave.	\$ 50.00	\$ 650.00
		13						
2" Repair Coupler Long	Qty	2	x	Price	\$ 39.85	2" Long Couplers	\$ 79.70	
2" Repair Coupler Long	Qty	1	x	Price	\$ 39.85	2" Bore East W. Ave.	\$ 39.85	
2" Repair Coupler Long	Qty	2	x	Price	\$ 39.85	2" Bore WW Ave.	\$ 79.70	
2" Repair Coupler Long	Qty	2	x	Price	\$ 39.85	2" Bore to 8313-026-002	\$ 79.70	
2" Repair Coupler Long	Qty	2	x	Price	\$ 39.85	g move line W side of N Ave goi	\$ 79.70	
2" Repair Coupler Long	Qty	2	x	Price	\$ 39.85	2" Highway Bore	\$ 79.70	
2" Repair Coupler Long	Qty	2	x	Price	\$ 39.85	Hwy 30 crossing west of O.Ave.	\$ 79.70	
2" Repair Coupler Long	Qty	2	x	Price	\$ 39.85	outh side Hwy 30 Reconnect ma	\$ 79.70	
2" Repair Coupler Long	Qty	2	x	Price	\$ 39.85	2" hwy Bore--4" Encasement	\$ 79.70	\$ 677.45
		17						
2" Poly Spacers	Qty	560	x	Price	\$ 15.00	pipe spacers	\$ 8,400.00	\$ 8,400.00
		560						
2" Saddle	Qty	1	x	Price	\$ 20.86	8313-033-002	\$ 20.86	
2" Saddle	Qty	1	x	Price	\$ 20.86	new meter pit at 8314-032-002	\$ 20.86	
2" Saddle	Qty	1	x	Price	\$ 20.86	New meter Pit 8313-026-002	\$ 20.86	\$ 62.58
		3						
2" Repair Coupler Short	Qty	2	x	Price	\$ 14.20	ning 2" 8313-034-001 to 8313-03	\$ 28.40	
2" Repair Coupler Short	Qty	2	x	Price	\$ 14.20	renching 2" East from 8313-035-0	\$ 28.40	
2" Repair Coupler Short	Qty	2	x	Price	\$ 14.20	vavle @ N Ave for line going No	\$ 28.40	
2" Repair Coupler Short	Qty	2	x	Price	\$ 14.20	vavle @ N Ave for line going So	\$ 28.40	
2" Repair Coupler Short	Qty	2	x	Price	\$ 14.20	ditional Trenching 2" South of P.	\$ 28.40	
2" Repair Coupler Short	Qty	2	x	Price	\$ 14.20	2" Hwy Bore--4" Encasement	\$ 28.40	
2" Repair Coupler Short	Qty	2	x	Price	\$ 14.20	2" Highway Bore	\$ 28.40	\$ 198.80
		14						
2" Valve Push On	Qty	1	x	Price	\$309.00	vavle @ N Ave for line going No	\$ 309.00	
2" Valve Push On	Qty	1	x	Price	\$309.00	vavle @ N Ave for line going So	\$ 309.00	
2" Valve Push On	Qty	1	x	Price	\$309.00	Hwy 30 crossing west of O.Ave.	\$ 309.00	
2" Valve Push On	Qty	1	x	Price	\$309.00	ditional Trenching 2" South of P.	\$ 309.00	
2" Valve Push On	Qty	1	x	Price	\$309.00	2" Highway Bore	\$ 309.00	
2" Valve Push On	Qty	1	x	Price	\$309.00	5" Encasement Bore 8313-028-0	\$ 309.00	
2" Valve Push On	Qty	1	x	Price	\$309.00	2" Bore East W. Ave.	\$ 309.00	
2" Valve Push On	Qty	1	x	Price	\$309.00	2" Bore WW Ave.	\$ 309.00	\$ 2,472.00
		8						
2"x2" Ductile T	Qty	1	x	Price	\$ 88.40	ditional Trenching 2" South of P.	\$ 88.40	\$ 88.40
		1						
2"x8"x 16" Blocks	Qty	6	x	Price	\$ 0.64	8313-030-004 & 8313-030-001	\$ 3.84	
2"x8"x16" Blocks	Qty	4	x	Price	\$ 0.64	3290 O.Ave	\$ 2.56	
2"x8"x16" Blocks	Qty	3	x	Price	\$ 0.64	new meter pit at 8314-029-007	\$ 1.92	
2"x8"x16" Blocks	Qty	2	x	Price	\$ 0.64	new meter pit at 8314-032-002	\$ 1.28	
2"x8"x16" Blocks	Qty	4	x	Price	\$ 0.64	Hwy 30 crossing west of O.Ave.	\$ 2.56	
2"x8"x16" Blocks	Qty	2	x	Price	\$ 0.64	outh side Hwy 30 Reconnect ma	\$ 1.28	
2"x8"x16" Blocks	Qty	4	x	Price	\$ 0.64	ditional Trenching 2" South of P.	\$ 2.56	
2"x8"x16" Blocks	Qty	6	x	Price	\$ 0.64	Hwy 30 Bore East of R. Ave.	\$ 3.84	
2"x8"x16" Blocks	Qty	4	x	Price	\$ 0.64	Bore 2" North of E66 Going Wes	\$ 2.56	
2"x8"x16" Blocks	Qty	4	x	Price	\$ 0.64	ional Costs Bore M.M. 369 to Bo	\$ 2.56	
2"x8"x16" Blocks	Qty	4	x	Price	\$ 0.64	2" Hwy Bore--4" Encasement	\$ 2.56	

EXHIBIT B  
 SHEET 3 OF 3

2"x8"x16" Blocks	Qty	3	x	Price	\$ 0.64	8313-029-003	\$ 1.92	
2"x8"x16" Blocks	Qty	3	x	Price	\$ 0.64	8313-032-002	\$ 1.92	
2"x8"x16" Blocks	Qty	4	x	Price	\$ 0.64	2" Highway Bore	\$ 2.56	
2"x8"x16" Blocks	Qty	6	x	Price	\$ 0.64	2.5" Bore East of V. Ave.	\$ 3.84	
2"x8"x16" Blocks	Qty	3	x	Price	\$ 0.64	New Pit 8313-033-003	\$ 1.92	
2"x8"x16" Blocks	Qty	3	x	Price	\$ 0.64	8313-033-002	\$ 1.92	
2"x8"x16" Blocks	Qty	6	x	Price	\$ 0.64	5" Bore East of Valve Going Sou	\$ 3.84	
2"x8"x16" Blocks	Qty	4	x	Price	\$ 0.64	5" Encasement Bore 8313-028-0	\$ 2.56	
2"x8"x16" Blocks	Qty	4	x	Price	\$ 0.64	4" Hwy 30 Bore	\$ 2.56	
2"x8"x16" Blocks	Qty	3	x	Price	\$ 0.64	New Meter Pit 8313-034-004	\$ 1.92	
2"x8"x16" Blocks	Qty	4	x	Price	\$ 0.64	2" Bore East W. Ave.	\$ 2.56	
2"x8"x16" Blocks	Qty	4	x	Price	\$ 0.64	2" Bore WW Ave.	\$ 2.56	
2"x8"x16" Blocks	Qty	4	x	Price	\$ 0.64	2" Bore to 8313-026-002	\$ 2.56	
2"x8"x16" Blocks	Qty	3	x	Price	\$ 0.64	New meter Pit 8313-026-002	\$ 1.92	\$ 62.08
		97						
2.5" Glue Pipe	Qty	120	x	Price	\$ 1.35	ditional Footage Bore 8314-031-0	\$ 162.00	
2.5" Glue Pipe	Qty	2500	x	Price	\$ 1.35	2.5" Bore East of V. Ave.	\$ 3,375.00	
2.5" Glue Pipe	Qty	1100	x	Price	\$ 1.35	5" Bore East of Valve Going Sou	\$ 1,485.00	
2.5" Glue Pipe	Qty	400	x	Price	\$ 1.35	8314-031-001 2254 Hwy 30 new p	\$ 540.00	
2.5" Glue Pipe	Qty	460	x	Price	\$ 1.35	8314-032-001	\$ 621.00	
2.5" Glue Pipe	Qty	980	x	Price	\$ 1.35	5" Encasement Bore 8313-028-0	\$ 1,323.00	\$ 7,506.00
		5560						
2.5" Valve Push On	Qty	1	x	Price	\$429.56	Bore 2" North of E66 Going Wes	\$ 429.56	
2.5" Valve Push On	Qty	1	x	Price	\$429.56	2.5" Bore East of V. Ave.	\$ 429.56	\$ 859.12
		2						
2.5" Knuckle Restraints	Qty	3	x	Price	\$ 53.00	2.5" Bore East of V. Ave.	\$ 159.00	
2.5" Knuckle Restraints	Qty	2	x	Price	\$ 53.00	Bore 2" North of E66 Going Wes	\$ 106.00	\$ 265.00
		5						
2.5" Repair Coupler Long	Qty	2	x	Price	\$ 45.20	Bore 2" North of E66 Going Wes	\$ 90.40	
2.5" Repair Coupler Long	Qty	6	x	Price	\$ 45.20	2.5" Bore East of V. Ave.	\$ 271.20	
2.5" Repair Coupler Long	Qty	2	x	Price	\$ 45.20	5" Bore East of Valve Going Sou	\$ 90.40	\$ 452.00
		10						
2.5" Poly Spacers	Qty	260	x	Price	\$ 15.00	pipe spacers	\$ 3,900.00	\$ 3,900.00
		260						
2.5" Saddle	Qty	1	x	Price	\$ 26.04	8313-033-003	\$ 26.04	
2.5" Saddle	Qty	1	x	Price	\$ 26.04	5" Encasement Bore 8313-028-0	\$ 26.04	\$ 52.08
		2						
2.5" Valve	Qty	2	x	Price	\$429.56	5" Bore East of Valve Going Sou	\$ 859.12	\$ 859.12
		2						
2.5" x 2.5" Ductile T	Qty	1	x	Price	\$ 65.00	2.5" Bore East of V. Ave.	\$ 65.00	\$ 65.00
		1						
2.5" x 2" Ductile T	Qty	1	x	Price	\$ 88.40	8313-033-002	\$ 88.40	\$ 88.40
		1						
2x8x16 Blocks	Qty	3	x	Price	\$ 0.64	8314-030-007 2273 Hwy 30	\$ 1.92	
2x8x16 Blocks	Qty	3	x	Price	\$ 0.64	8314-031-003 2230 Hwy 30	\$ 1.92	
2x8x16 Blocks	Qty	3	x	Price	\$ 0.64	8314-031-001 2254 Hwy 30 new p	\$ 1.92	
2x8x16 Blocks	Qty	2	x	Price	\$ 0.64	vavle @ N Ave for line going We	\$ 1.28	
2x8x16 Blocks	Qty	2	x	Price	\$ 0.64	vavle @ N Ave for line going No	\$ 1.28	
2x8x16 Blocks	Qty	2	x	Price	\$ 0.64	vavle @ N Ave for line going So	\$ 1.28	

**EXHIBIT B**  
 SHEET 2 OF 3

2x8x16 Blocks	Qty	2	x	Price	\$ 0.64	vavle @ N Ave for ling going Ea	\$ 1.28	
2x8x16 Blocks	Qty	3	x	Price	\$ 0.64	8314-029-003	\$ 1.92	
2x8x16 Blocks	Qty	4	x	Price	\$ 0.64	8314-032-001	\$ 2.56	\$ 15.36
		24						
3" duct 90	Qty	2	x	Price	\$ 55.85	3" bore Hwy crossing N/S mark	\$ 111.70	\$ 111.70
		2						
3" Glue Pipe	Qty	340	x	Price	\$ 1.57	3" glue pipe	\$ 533.80	
3" Glue Pipe	Qty	220	x	Price	\$ 1.57	New Driveway M.M. 130	\$ 345.40	
3" Glue Pipe	Qty	40	x	Price	\$ 1.57	Additional Footage 3" Bore M.M. 1	\$ 62.80	
3" Glue Pipe	Qty	480	x	Price	\$ 1.57	bore 2" E side of N Ave going S	\$ 753.60	
3" Glue Pipe	Qty	200	x	Price	\$ 1.57	2" Bore East W. Ave.	\$ 314.00	
3" Glue Pipe	Qty	200	x	Price	\$ 1.57	2" Bore WW Ave.	\$ 314.00	
3" Glue Pipe	Qty	300	x	Price	\$ 1.57	8314-030-007	\$ 471.00	
3" Glue Pipe	Qty	400	x	Price	\$ 1.57	N & S marker 117	\$ 628.00	
3" Glue Pipe	Qty	300	x	Price	\$ 1.57	8314-030-007	\$ 471.00	
3" Glue Pipe	Qty	900	x	Price	\$ 1.57	2" Bore to 8313-026-002	\$ 1,413.00	
3" Glue Pipe	Qty	680	x	Price	\$ 1.57	Hwy 30 crossing west of O.Ave.	\$ 1,067.60	\$ 6,374.20
		4060						
3" Repair Coupler Long	Qty	4	x	Price	\$ 52.60	3" bore Hwy crossing N/S mark	\$ 210.40	
3" Repair Coupler Long	Qty	4	x	Price	\$ 52.60	30-007 300' of 3" bore yard & wa	\$ 210.40	
3" Repair Coupler Long	Qty	2	x	Price	\$ 52.60	New Driveway M.M. 130	\$ 105.20	\$ 526.00
		10						
3" Poly Spacers	Qty	60	x	Price	\$ 15.00	pipe spacers	\$ 900.00	\$ 900.00
		60						
3" Repair Coupler Short	Qty	2	x	Price	\$ 19.50	vavle @ N Ave for line going We	\$ 39.00	\$ 39.00
		2						
3" Knuckle Restraints	Qty	2	x	Price	\$ 57.50	3" bore Hwy crossing N/S mark	\$ 115.00	\$ 115.00
		2						
3" Saddle	Qty	1	x	Price	\$ 28.90	8314-031-003 2230 Hwy 30	\$ 28.90	
3" Saddle	Qty	1	x	Price	\$ 28.90	8314-030-007 2273 Hwy 30	\$ 28.90	
3" Saddle	Qty	1	x	Price	\$ 28.90	8314-031-001 2254 Hwy 30 new p	\$ 28.90	\$ 86.70
		3						
3" Gasket Pipe	Qty	3800	x	Price	\$ 1.11	3800' of 3" trenching	\$ 4,218.00	\$ 4,218.00
		3800						
3" Valve Push On	Qty	1	x	Price	\$415.00	vavle @ N Ave for line going We	\$ 415.00	\$ 415.00
		1						
3" x 2" Reducer	Qty	1	x	Price	\$ 22.75	260' bore 4" @ N Ave East-Wes	\$ 22.75	\$ 22.75
		1						
4" Gasket Pipe	Qty	4300	x	Price	\$ 1.97	4" pvc pipe gasket	\$ 8,471.00	
4" Gasket Pipe	Qty	1500	x	Price	\$ 1.97	trench South Booster- East R. Av	\$ 2,955.00	\$ 11,426.00
		5800						
4" Glue Pipe	Qty	129	x	Price	\$ 2.38	4" glue	\$ 307.02	
4" Glue Pipe	Qty	200	x	Price	\$ 2.38	2.5" Bore East of V. Ave.	\$ 476.00	
4" Glue Pipe	Qty	800	x	Price	\$ 2.38	Bore 2" North of E66 Going Wes	\$ 1,904.00	
4" Glue Pipe	Qty	300	x	Price	\$ 2.38	4" glue	\$ 714.00	
4" Glue Pipe	Qty	260	x	Price	\$ 2.38	260' bore 4" @ N Ave East-Wes	\$ 618.80	
4" Glue Pipe	Qty	200	x	Price	\$ 2.38	8314-029-003 Added Driveway Bo	\$ 476.00	
4" Glue Pipe	Qty	1100	x	Price	\$ 2.38	Hwy 30 Bore East of R. Ave.	\$ 2,618.00	
4" Glue Pipe	Qty	1060	x	Price	\$ 2.38	2" Hwy Bore--4" Encasement	\$ 2,522.80	

**EXHIBIT B**  
 SHEET ... OF ...

## Buy America Guide for Utility Relocations in Iowa

**Form: BA1**

February 17, 2014

### HISTORY:

Buy America requirements originated in 1983 in the Code of Federal Regulations 23CFR 635.410. Part 1 states:

*“The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.”* This applied to all projects where Federal aid is involved.

Beginning January 1, 2014 per section 1518 of MAP-21, if the project as defined by National Environmental Policy Act (NEPA), has at least one authorized Federal-Aid Highway Program (FAHP) construction contract, all utility relocations eligible for federal reimbursement utility work must meet Buy America regardless of funding source.

### APPLICABILITY:

- Buy America requirements only affect products containing or composed of steel or iron.
- Buy America only applies to relocations of utility facilities that must move due to highway projects under certain specific conditions as stated below.
- Buy America applies if the utility relocation is eligible for reimbursement with federal funds, however in the case of Buy America few of the eligible relocations will be reimbursed. See below for eligibility criteria and reimbursement guidance.
- Buy America applies in the case where the utility relocation is included in the federal-aid contract. This can be through an agreement with the DOT or Local Agency.



## **PROJECTS WHERE BUY AMERICA APPLIES TO UTILITY RELOCATIONS IN IOWA:**

There are four primary cases when Buy America provisions must be applied to utility relocations in Iowa.

### **Case 1, Agreement work**

This case involves relocation of a utility on private property (fee title or easement) in response to an Iowa Department of Transportation (DOT) project where any Federal funds are used within the NEPA project boundary and where property rights require the DOT to reimburse the utility for relocation. This case applies when the project is on any primary highway or freeway under the jurisdiction of the DOT.

### **Case 2, Interstate project relocation - DOT permitted work**

This case involves relocation of any utility inside DOT right of way due to a DOT project on the interstate system and any federal funds are used within the NEPA project boundary. The reason this case applies in Iowa is because this relocation is eligible for reimbursement due to Iowa Code Section 306A.10 that states the relocation *may* be paid. While the relocation of the utility facility is eligible for reimbursement, historically, the DOT has not paid for such relocations.

### **Case 3, Interstate project relocation – city or county permitted or franchised work**

This case involves relocation of any utility inside city or county right of way due to a DOT project on the interstate system and any federal funds are used within the NEPA project boundary. The reason this case applies in Iowa is because this relocation is eligible for reimbursement due to Iowa Code Section 306A.10 that states the relocation *may* be paid. While the relocation of the utility facility is eligible for reimbursement, historically, the DOT has not paid for such relocations.

### **Case 4, Utility relocation is included in a federal-aid contract**

This involves relocation of any utility that is done as part of a federal-aid DOT project or a federal aid local agency project due to Article 1107.06 of the DOTs Standard Specification. This could be a project on a primary highway or city street. Special provisions may not override or circumvent the requirements of the specifications for Buy America Compliance.

## **HOW TO COMPLY WITH BUY AMERICA PROVISIONS (Case 1,2,3):**

1. The DOT will determine if Buy America applies to utility relocations based on DOT or Local Public Agency (LPA) project requirements.
2. Complete Bill of Materials (form BA2) to determine items that may need to be Buy America compliant.
3. Complete Certificate of Compliance (form BA3) to signify compliance.

4. Submit the signed documents with the permit applications or reimbursement agreements to the DOT (BA2 and BA3).
  - Case 1: Submit signed BA2 and BA3 with the DOT reimbursement agreement.
  - Case 2: Submit signed BA2 and BA3 with the DOT permit application.
  - Case 3: Submit signed BA2 and BA3 to the DOT with a copy of the application or permit granted by the city or county.
5. Complete the relocation work in accordance with the Buy America requirements.
6. Retain verification paperwork (ie. mill and/or step certifications, bills of lading, manufacturers' certificates, etc.) for all Buy America materials for a period of 5 years from the date of issuance of the permit or reimbursement agreement. Field audits of the materials and/or office audits of the certification paperwork by DOT personnel should be expected.

#### **HOW TO COMPLY WITH BUY AMERICA PROVISIONS (Case 4):**

1. Comply with article 1107.06 of the DOT Standard Specifications. The process is identified in IADOT I.M. 107. It will be updated for the October 2014 letting. If you have a project that will be let before then, please request the draft information from Bryan Bradley (515-294-1014), [bryan.bradley@iowa.gov](mailto:bryan.bradley@iowa.gov).

#### **MATERIALS THAT NEED TO MEET BUY AMERICA REQUIREMENTS:**

For a specific part or item to be required to comply with the Buy America regulations the product must be manufactured predominantly of steel or iron. The FHWA deems a product to be manufactured predominately of steel or iron if the product consists of at least 90% (by weight) steel or iron content when it is delivered to the job site for installation.

#### **Examples of products that are subject to Buy America:**

##### **Coverage includes but is not limited to, the following:**

- Steel or iron products used in pavements, bridges, tunnels or other structures, which include, but are not limited to, the following: fabricated structural steel, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, prestressing/post tensioning wire, motor machinery brakes and other equipment for moveable structures;
- guardrail, guardrail posts, end sections, terminals, cable guardrail;
- steel fencing material, fence posts;
- steel or iron pipe, conduit, grates, manhole covers, risers;
- mast arms, poles, standards, trusses, or supporting structural members for signs, luminaires, or traffic control systems;

- steel or iron components of precast concrete products, such as reinforcing steel, wire mesh, and pre-stressing or post-tensioning strands or cables and
- cabinets (the outer shell of the cabinet, not including the internal components).

**Examples of products that are NOT subject to Buy America:**

- The miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above components (or manufactured products that are not predominantly steel or iron) are not subject to Buy America coverage. Examples include, but are not limited to, covers, shelves, clamps, fittings, sleeves, washers, bolts, nuts, screws, tie wire, spacers, chairs, lifting hooks, faucets, door hinges, etc. and
- Miscellaneous interior components inside cabinets.

**Specific examples of items that have been evaluated for Buy America are available at:**

- The list of items is available online at <http://www.iowadot.gov/traffic/utility/utility.html>.
- This list is general guidance for items that must be compliant or need not be compliant. Some of the items are manufacturer part number specific and others are general classes of items.
- This list is constantly updated as items are evaluated and added.

**POSSIBLE EXCEPTIONS:**

**Possible Waiver:**

Title 23 Section 313 and FHWA's regulations in 23 CFR 635.410 provide that the Administrator may issue a waiver if, (1) the application of Buy America provisions would be inconsistent with the public interest or (2) iron and steel materials/products are not produced in the United States in sufficient and reasonably available quantities which are of satisfactory quality. Very few of these waivers have been granted and the expectation is it will continue to be a stringent process with few applications being approved. The waiver process is a very lengthy process so time must be allowed for approvals up to the national level that would typically be on the order of a full year after initiation of the request before final approval. These applications have typically been denied. Consideration should be given to these issues when seeking a waiver.

**Minimal Use of Foreign Steel:**

Additionally, the FHWA's regulations permit a minimal use of foreign steel and iron in the amount of \$2,500 or one-tenth of one percent of the utility relocation contract/cost, whichever is greater. This amount would be the total amount of foreign steel or iron allowed on the utility project across all of the materials supplied.

**Incorporation of any foreign steel must be preapproved by the DOT.**





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# Buy America Certificate of Compliance - Utility Relocation (Iowa)

This Certification is DOT Project Specific April 22, 2014

BA3

ROW Project No.: \_\_\_\_\_

Construction Project No.: \_\_\_\_\_

Permit or Agreement No.: \_\_\_\_\_

The Iowa Department of Transportation and its subgrantees must assure that all manufactured products purchased or donated for permanent installation in a utility relocation under specific conditions are produced in the United States, or meet certain conditions. The referenced project above is a project where relocations do have to meet the Buy America requirements. Section 1518 of the MAP-21 legislation expanded 23 CFR § 635.410 to cover utility relocations. As such, each utility must provide as part of their facility relocation a certificate of compliance with the following requirements:

### §661.6 Certification Requirement for Procurement of Steel or Manufactured Products.

If steel, iron, or manufactured products (as defined in §§661.3 and 661.5 of 49 CFR ) are being procured, certificates to verify compliance shall be completed and submitted by each bidder/supplier in accordance with the requirements contained in §661.13(b) of 49 CFR. 23CFR § 635.410 lists possible exceptions.

**Certification retention:** Utility must retain certification paperwork for all Buy America materials for a period of 5 years from the date of issuance of the permit or reimbursement agreement. Audits of the certification paperwork by DOT personnel should be expected.

### Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The utility company hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

