

SCOTT COUNTY ENGINEER'S OFFICE

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JON R. BURGSTRUM, P.E.
County Engineer

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Assistant County Engineer

TARA YOUNGERS
Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Jon Burgstrum, P.E.
County Engineer

SUBJ: Iowa Department of Transportation (IaDOT) Agreement for the Use of a Living
Roadway Trust Fund Grant for the Purchase of a Hydroseeder

DATE: September 11, 2018

This resolution is to approve an agreement between Scott County and the IaDOT regarding the use of a Living Roadway Trust Fund Grant for the purchase of a hydroseeder. On March 22, 2018 a resolution was passed authorizing our department to submit an application for this Living Roadway Trust Fund Grant.

Pursuant to the terms of the agreement, the IaDOT agrees to provide funding in the amount of \$24,000 for the purchase of a hydroseeder. We will be responsible for purchasing the hydroseeder and will be reimbursed \$24,000 by the IaDOT.

Based on an estimate received in November of 2017, the grant is expected to cover approximately 41% of the equipment cost. The remaining 59% is included in our FY2019 budget.

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Living Roadway Trust Fund Grant
for Counties**

RECIPIENT: Scott County Secondary Roads Department

PROJECT NAME: FINN T90 Hydroseeder

AGREEMENT / PROJECT NO.: 90-82-LR19-339

AGREEMENT EXPIRATION DATE: December 31, 2019

Grant Amount: \$24,000.00

Total Matching Funds: \$33,565.00

Total Project Cost: \$57,565.00

Authorizing Official:

Mr. Jon Burgstrum

County Engineer, Scott County Secondary Roads Department

950 E Blackhawk Trail

Eldridge, IA, 52748

Phone: 563-326-8640

Email: jon.burgstrum@scottcountyiowa.com

Project Coordinator/Manager:

Mr. Brian Burkholder

Roadside Vegetation Specialist, Scott County Secondary Roads Department

950 E Blackhawk Trail

Eldridge, IA, 52748

Phone: 563-326-8640

Email: Brian.Burkholder@scottcountyiowa.com

Iowa Department of Transportation:

Mr. Troy Siefert, PLA

Living Roadway Trust Fund Administrator

Office of Design

Highway Division

800 Lincoln Way

Ames, Iowa 50010

Phone - 515-239-1768

Fax: 515-239-1873

Email: troy.siefert@iowadot.us

This is an agreement between Scott County Secondary Roads Department (hereinafter referred to as **RECIPIENT**) and the Iowa Department of Transportation (hereinafter referred to as the **DOT**).

RECITALS

1. The **RECIPIENT** submitted an application to the **DOT** for funding through the Living Roadway Trust Fund (LRTF) under Iowa Code section 314 subsection 21, and the application was approved by DOT staff action on August 14, 2018.
2. Pursuant to the terms of this agreement and applicable statutes, the **DOT** agrees to provide funding in the amount of \$24,000.00 to the **RECIPIENT** for the authorized and approved costs for eligible items associated with the development of FINN T90 Hydroseeder. This project shall be completed no later than December 31, 2019 with final request for reimbursement to be received by the **DOT** within ninety (90) days of the completion date. If the **RECIPIENT** requires additional time to fulfill the terms of this agreement, a request for an extension of time shall be submitted to the LRTF Coordinator prior to the expiration date.
3. The Project Coordinator/Manager shall be responsible for reporting in writing to the Living Roadway Trust Fund Coordinator involvement in any projects that are connected in any way to the project outlined in this agreement and receive additional funding from the LRTF or other Resource Enhancement and Protection (REAP) programs. Failure to do so may result in revocation of LRTF funding approval for this project.
4. This agreement shall be executed and delivered in two (2) or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument

In consideration of the foregoing and the mutual promises contained in the agreement, the parties agree as follows:

SECTION 1: AUTHORITY

1. The Authorizing Official and the Project Coordinator/Manager representing the **RECIPIENT** shall be responsible for carrying out the provisions of this agreement.
2. Approval from the **DOT** is required in order to change the Project Coordinator/Manager representing the **RECIPIENT**.
3. It is mutually understood between the parties that the final authority in transportation matters now vested in the **DOT** by federal and state statutory and case law shall not be affected by this agreement.

SECTION 2: GRANT

1. The **RECIPIENT** shall be responsible for the development and completion of the project as described in the application, of which a copy of the original is attached hereto and by this reference incorporated into this agreement as EXHIBIT A and as follows:

Scott County seeks a T90 Finn hydro seeder for more efficient planting in our right of ways. The hydro seeder will reduce labor costs, superior erosion control and quicker more uniform germination. We also would use this for a water source when using prescribed fire and watering seeded areas when planting during a very dry season. The more efficient we become at growing natives in our right of ways the closer we are to our goal of changing our right of ways from exotic plant species to native species. The LRTF grant will aid in the accomplishment of our long term goal.

2. Eligible project costs for the project described in section 2, subsection 1 of this agreement, listed above, which are incurred after the effective date of this agreement (see section 5), shall be paid as follows:
3. The portion of the total project costs paid to the **RECIPIENT** shall not exceed \$24,000.00.

RECIPIENT LRTF Funds (Grant):	\$24,000.00
RECIPIENT Local Contribution:	<u>\$33,565.00</u>
LRTF Project Total:	\$57,565.00

4. The local contribution stated above, and in Exhibit A, may include cash or non-cash contributions to the project. The **RECIPIENT** shall certify to the **DOT** the value of any non-cash contribution to the project prior to it being incorporated into the project. For right of way contributions, the **RECIPIENT** shall submit an appraisal and a check appraisal from qualified independent appraisers previously approved in writing by the **DOT**.
5. The **DOT** reserves the right to review the **RECIPIENT**'s certificate of value and has sole authority to determine the value of the **RECIPIENT**'s non-cash contribution for the purposes of this agreement. If, as a result of the **DOT**'s determination, the **RECIPIENT**'s total cash and non-cash contribution is below that stated in the terms of this agreement, the **RECIPIENT** shall increase its cash contribution in order to complete the **RECIPIENT**'s local contribution, or the grant or loan amount associated with this project shall be reduced accordingly.
6. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the **DOT** shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice. The **DOT** shall reimburse all eligible costs incurred up to and including this notice date.

7. Any revenue generated by interest payments on funds received by the **RECIPIENT** or by sales under this agreement shall be credited to the project.

SECTION 3: WORK

1. The **RECIPIENT** shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
2. The **RECIPIENT** shall be responsible for obtaining any permits, such as the Right to Occupy and Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and other construction permits required for the project prior to the start of construction.
3. Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from **DOT**.
4. In addition, the **RECIPIENT** shall certify to the **DOT**'s LRTF Coordinator that all known required environmental clearances have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.
5. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) as adopted pursuant to 761 Iowa Administrative Code (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
6. The work on this project shall be in accordance with the grant application, survey, plans, specifications, and estimates on file. Any modification of these documents must be approved by the **DOT** in writing prior to the modification being put into effect.
7. For portions of the project let to bid, the **RECIPIENT** shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the **RECIPIENT** shall provide the **DOT** file copies of project letting documents within five (5) working days after the letting. The **RECIPIENT** shall wait for **DOT** concurrence before making the final award.
8. The **RECIPIENT** shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3(80). The **RECIPIENT** shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The **RECIPIENT** shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
9. The **RECIPIENT** shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make

positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement.

10. The **RECIPIENT** shall be responsible for the daily inspection of the project. For projects let to contract, the **RECIPIENT** shall compile a daily log of materials and quantities. For projects constructed with local forces, the **RECIPIENT** shall compile a daily log of materials, equipment and labor on the project. The **DOT** reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
11. Originals of all documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this agreement, are to be the joint property of the political jurisdiction and governmental agencies participating in the project. Copies of said documents will be made available to such participants upon request.
12. The **RECIPIENT** shall require its contractors to permit the **DOT's** authorized representatives to inspect all work, materials, records, and any other data related to the FINN T90 Hydroseeder project approved and authorized through this agreement.
13. The **RECIPIENT** shall maintain all books, records and accounts, documents, papers, reports, other sources of information, as may be determined by the **DOT** to be pertinent to ascertain compliance with this agreement. The **RECIPIENT** shall also make such materials and its facilities available at all reasonable times during the project agreement period and for three years from the date of final reimbursement, for inspection by the **DOT**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
14. Project progress reports are due on a quarterly basis in digital format and shall be received by the **DOT** within 30 calendar days of the end of the quarter. For the purposes of this agreement, the quarters for each calendar year shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
15. Upon completion of the project described in this agreement, the project coordinator/manager shall submit the final report in digital format to the **DOT** no later than 45 days after the project completion or grant end date, whichever is sooner. For **RECIPIENTs** that have purchased equipment, the project coordinator/manager shall submit the final report to the **DOT** no later one (1) year after the purchase date of said equipment. A presentation at the soonest statewide IRVM meeting on the performance of the equipment is also required within this same time period. Where any information required of the **RECIPIENT** is in the exclusive possession of another who fails or refuses to furnish this information, the **RECIPIENT** shall so certify to the **DOT** and shall set forth what efforts it has made to obtain the information.

SECTION 4: PROPERTY AND EQUIPMENT

1. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
2. When property and equipment is purchased with LRTF funds, the **RECIPIENT** agrees that the property and equipment shall be used for the provision of integrated roadside vegetation management; within roadside rights-of-way or areas approved in writing by the **DOT**, for the life of the property and equipment as determined by the **DOT**. Title to all property and equipment purchased pursuant to the agreement shall rest with the **RECIPIENT** of this agreement.
3. The **RECIPIENT** shall permit the **DOT** or its authorized representatives to inspect all property and equipment purchased or used to comply with this agreement.
4. The **RECIPIENT** agrees, within 45 days of acceptance of equipment financed through this agreement, to submit an inventory report including photographs of equipment purchased with LRTF labels adhered in prominent locations to four sides of the equipment.
5. If the property and equipment is not continuously used for vegetation management in the rights-of-way in a manner described by the application and the guidelines for the LRTF program, the **RECIPIENT** shall immediately notify the **DOT**. If the property and equipment is not maintained in a usable condition, it shall be considered to not be in continuous use. The **DOT** shall then determine whether the property and equipment should be transferred to another LRTF recipient for continued use. If the **DOT** determines there is no need for the property and equipment among other LRTF recipients, the **DOT** may authorize local disposal through sale.
6. If the property and equipment is sold, it shall be sold by the **RECIPIENT** at the highest price obtainable at public or private sale, subject to written approval of the sale price by the **DOT**. The net sale price (gross sale price less expense of the sale, in an amount to be approved in advance by the **DOT**), multiplied by a percentage of the sale price equal to the percentage of any cash that was provided by the **RECIPIENT** as part of the original purchase of said property shall be paid to the **RECIPIENT**. The remaining amount shall be paid to the LRTF.

SECTION 5: REIMBURSEMENT

The **DOT** reimburses for expenses up to the limits described in this agreement as follows:

1. The **RECIPIENT** has specified that they will submit periodic reimbursement requests

One Time (at Conclusion of Project).

2. All costs submitted for reimbursement or to be counted as matching funds shall not be incurred until after this agreement is fully executed by the **DOT**.
3. Prior approval by the **DOT** is required before there can be any change to the scope of work and budget in the grant application approved by the **DOT**. For any individual work plan item not implemented by the **RECIPIENT** prior to the expiration date of this agreement, there will be no reimbursement by the **DOT**.
4. All reimbursement requests and direct vendor payment requests shall be submitted to the **DOT** using form 841700 Claim for Reimbursement of Living Roadway Trust Fund Project Costs located on the **DOT** website at <https://forms.iowadot.gov/BrowseForms.aspx> and attached as EXHIBIT B. Reimbursement requests and direct vendor payment requests submitted without form 841700 properly completed or without the required documentation of costs incurred shall be returned to the **RECIPIENT** without being processed with a request for correction and resubmittal.
5. For each work plan item of this agreement the **DOT** will, upon receipt of appropriate request and sufficient documentation, reimburse the **RECIPIENT** for the lesser of the amount established in this agreement or the actual expense. Any cost overruns shall be paid solely by the applicant.
6. The **RECIPIENT** may submit to the **DOT** periodic itemized claims for reimbursement for eligible project costs as often as monthly but no less than quarterly unless a one-time reimbursement or direct vendor payment option is indicated on the grant application. Periodic reimbursement requests shall be received by the **DOT** no later than 45 days after the end of the month or end of the quarter, whichever has been indicated in this agreement by the **RECIPIENT** in section 5 subsection 1. Reimbursement claims shall include an original signature certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
7. All requests for reimbursement must be itemized by work plan item, hours, pay classification, direct expenses and indirect expenses as applicable so as to allow the **DOT** to verify that the costs submitted conform to the items as outlined in this agreement.
8. Quarterly reimbursement requests shall include the status of all work plan items present in the approved application and agreement. Payment will be withheld until the status report is received in digital format.
9. All **RECIPIENTS** requesting reimbursement of indirect costs shall submit a current approved cost allocation plan or federally approved indirect cost rate documentation approved by the **DOT**.

10. All requests for reimbursement of equipment acquired as provided for in section 4 of this agreement must be accompanied by a copy of an invoice from the vendor. All original invoices must be received and reviewed by the **RECIPIENT** and verification of correct quantities and costs for items received must be indicated. The **RECIPIENT** shall sign, print their name and date the invoice to certify that receipt of the indicated invoice items has taken place.
11. The **DOT** shall reimburse the **RECIPIENT** for properly documented and certified claims for eligible construction project activity costs, less a retainage, if applicable to the project, of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the **DOT** determines the **RECIPIENT** is overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **DOT**.
12. Upon completion of the project described in this agreement, the project coordinator/manager of the grant project shall certify in writing by letter to the **DOT** that the project activities were completed in substantial compliance with the requirements set forth in this agreement. Final reimbursement shall be made only after the **DOT** accepts the project as complete. In order to be considered complete, the provisions set forth in section 3 subsection 15 of this agreement must be met.
13. Final reimbursement requests by the **RECIPIENT** to the **DOT** shall be received no later than ninety (90) days after the completion of the project or the expiration date of this agreement, whichever is sooner. Failure to submit requests by this time, without prior approval, shall result in loss of remaining grant funding.
14. The **DOT** reserves the right to delay reimbursement of funds to the **RECIPIENT** if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the **DOT** shall so notify the **RECIPIENT** in writing and shall give the **RECIPIENT** an estimate of when reimbursement might be expected. The **DOT** shall establish a system to equitably make reimbursements to all **RECIPIENT**s so affected.

SECTION 6: SUBMITTALS

1. Papers, interim reports, forms, or other materials, which are a part of the work set forth in this agreement, shall not be copyrighted without written approval of the **DOT**. If written approval is given, such approval shall be subject to all applicable federal and state laws, rules and regulations.
2. Publications by either party shall give credit to the other party. However, if the **DOT** does not wish to subscribe to the findings or conclusions of the study, the following statement shall be included on the credit sheet: "The opinions, findings, and conclusions expressed in this report are those of the authors, who are responsible for the facts and accuracy of the material presented herein. The contents do not necessarily reflect the official views, policies, or conclusions of the **DOT**". It is the responsibility of the

RECIPIENT to contact the **DOT** to ascertain the stance **DOT** wishes to take before the credit sheet is prepared.

3. Either party to this agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

SECTION 7: DEFAULT

1. This agreement may be declared to be in default by the **DOT** if the **DOT** determines that the **RECIPIENT**'s application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the **DOT** determines that the project is not being developed as described in the application.
2. If the **RECIPIENT** fails to perform any obligation under this agreement, the **DOT** shall have the right, after first giving thirty (30) days written notice to **RECIPIENT** by certified mail return receipt requested, to declare this agreement in default. The **RECIPIENT** shall have thirty (30) days from date of mailing of notice to cure the default. If the **RECIPIENT** claims to have cured the default, it shall notify **DOT** no later than five (5) days after taking the action it claims has cured the default. **DOT** shall have sole discretion, without further notice, to determine whether or not any action taken has cured the default.
3. In the event a default is not cured, the **DOT** may revoke funding commitments and seek repayment of funds loaned or granted by this agreement. By signing this agreement, the **RECIPIENT** agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the **DOT** and may include cash repayment, installment repayments with negotiable interest rates, charges against the **RECIPIENT**'s share of road use tax funds, or other methods as approved by the **DOT**.

SECTION 8: GENERAL

1. All notices required under this agreement shall be made in writing to the **DOT**'s and the **RECIPIENT**'s contact person. The **DOT**'s contact person shall be Troy Siefert, Living Roadway Trust Fund Coordinator, Iowa Department of Transportation, Office of Design, 800 Lincoln Way, Ames, Iowa, 50010, phone: 515-239-1768, email: troy.siefert@iowadot.us. The **RECIPIENT**'s contact person shall be Mr. Brian Burkholder, Roadside Vegetation Specialist, Scott County Secondary Roads Department, 950 E Blackhawk Trail, Eldridge, IA, 52748, phone: 563-326-8640, email: Brian.Burkholder@scottcountyiowa.com.
2. The **RECIPIENT** agrees to defend, indemnify and hold **DOT** harmless from any and all liability arising out of or relating in any manner to the above-referenced project, including any and all suits, actions, or claims of any character arising out of or relating in any manner to the above-referenced project, including as well, but not limited to, matters

relating to research, purchase of equipment, representation of the LRTF program at public events and the design, construction, maintenance, placement of traffic control devices, or inspection of the work associated with this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the **DOT**'s application review and approval process, work plan review and guidance, plan and construction reviews, and funding participation. It includes, but is not limited to claims for acts and omissions for which the **DOT** alone was or would be responsible.

3. The **RECIPIENT** shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code chapter 216, the Iowa Civil Rights Act of 1965. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the **RECIPIENT** receives state funds from the **DOT**.
4. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures.
5. If any part of this agreement is found to be void and unenforceable then the remaining provisions of the agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the **DOT**.
7. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
8. This agreement as set forth in sections 1 through 9 herein, including referenced EXHIBITs, constitutes the entire agreement between the **DOT** and the **RECIPIENT** concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **DOT** and **RECIPIENT**.

RECIPIENT: Scott County Secondary Roads Department

CERTIFICATION

IOWA DEPARTMENT OF TRANSPORTATION

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EXHIBIT A
Recipient Grant Application

LIVING ROADWAY TRUST FUND GRANT APPLICATION

Deadline: June 1st, 2018 4:00 p.m.

Read Application Instructions and FY 2019 Funding Guidelines before completing application.

Project Name: **FINN T90 Hydroseeder**

APPLICANT INFORMATION

Grant Applicant (Agency, Organization, County...): **Scott County Secondary Roads Department**

Applicant Authorizing Official: Position/Title: **County Engineer**

Title: **Mr.** First Name: **Jon** Last Name: **Burgstrum**

Address 1: **950 E Blackhawk Trail**

Address 2:

Address 3:

City: **Eldridge** State: **IA** ZIP Code: **52748**

E-mail: **jon.burgstrum@scottcountyiowa.com** Phone: **563-326-8640** Fax:

Project Coordinator/Manager: Position/Title: **Roadside Vegetation Specialist**

Title: **Mr.** First Name: **Brian** Last Name: **Burkholder**

Address 1: **950 E Blackhawk Trail**

Address 2:

Address 3:

City: **Eldridge** State: **IA** ZIP Code: **52748**

E-mail: **Brian.Burkholder@scottcountyiowa.com** Phone: **563-326-8640** Fax:

NOTIFICATION FOR RIGHT OF WAY PROJECTS

If applicable, select the type of right-of-way in which the proposed project will occur: **County**

Jurisdiction representative who has been notified of the project proposal:

Name: **Jon Burgstrum** Title: **Scott County Engineer**

E-mail: **jon.burgstrum@scottcountyiowa.com** Phone: **563-326-8640**

Have all required permits, environmental clearances, easements and notifications been made or acquired? **Yes**

If no, please explain:

PROJECT INFORMATION

Project Funding Category: Grant Applicant Type:

Project Type:

If Other Related Project type was selected please explain:

Estimated Start Date (MM/DD/YYYY): Estimated Completion Date (MM/DD/YYYY):

Concise Project Summary:

Scott County seeks a T90 Finn hydro seeder for more efficient planting in our right of ways. The hydro seeder will reduce labor costs, superior erosion control and quicker more uniform germination. We also would use this for a water source when using prescribed fire and watering seeded areas when planting during a very dry season. The more efficient we become at growing natives in our right of ways the closer we are to our goal of changing our right of ways from exotic plant species to native species. The LRTF grant will aid in the accomplishment of our long term goal.

Detailed Project Description:

The hydro seeder Scott County is seeking is the Finn T90 trailer mounted hydro seeder. The features of this unit are as follows:

Yanmar Diesel Tier 4F, 35.1 hp
Deluxe Hydraulic Hose Reel Package
Controls Include: Clutch, Agitator Direction and Speed, Discharge Boom and Recirculation Control Valves, Engine Throttle, Safety Horn, and Engine Kill
Engine Safety System-Low Oil Pressure, High Water Temperature Shutoff
Tank Size-940 gal Liquid Capacity, 800 gal Working Capacity
Fuel Tank Capacity-14 gal
Pump- Centrifugal 4"x 2", 170 GPM@100 PSI, 3/4" Solid Clearance
Pump Drive- Direct Drive with Over-Center Clutch
Pump Drive is Independent of Agitator Drive
Agitation- Mechanical Paddle Agitation and Liquid Recirculation
Agitator Drive- Reversible Variable Speed Hydraulic Motor Drive
Discharge Distance- Up to 180 ft from Discharge Tower
Nozzles- (1) Narrow Fan, (1) Wide Fan, (2) Long Distance
Empty Weight- 5,420 lbs/ Working Weight- 14,670 lbs
2 Year Parts and In Shop Labor Warranty

The reason we chose a Finn is they are the world leader for over 80 years in the design and manufacture of innovative, quality equipment and the inventor of the HydroSeeder. The T90 is for mid-size projects and will cover 1/3 acre per load which is our average ditch clean out. We compared the T90 Finn to the L90 Epic HydroSeeder. The first discrepancy we had were the L90 Epic is air agitated compared to the T90 Finn's mechanical paddle agitation. The second discrepancy is the Epic has a 25hp gas engine and the Finn has a 35.1hp diesel engine. The L90 Epic has its platform on the front of the unit and the T90 Finn has its platform on the back. We prefer the platform on the back because it will have a better range. This unit will double as a first responder firefighter during prescribed burns and will also be a watering truck when needed.

PROJECT COST SUMMARY

Line #	Detailed Work Plan (Please include all workplan items to detail total project cost, including all match amounts)	Amount
1	Purchase of T90 Finn Hydroseeder	\$57,565.00

Add a Line

Total Project Cost:

\$57,565.00

MATCH SUMMARY

Cash Match Detail		Amount
Line #	(Please include all cash match items found in the previous section)	
1	Secondary Roads equipment budget for 2018	\$33,565.00

Add a Line

Total Cash Match Amount: \$33,565.00

In-Kind Match Detail		Amount
Line #	(Please include all in-kind match items found in the previous section)	
1	Not Applicable	\$0.00

Add a Line

Total In-Kind Match Amount: \$0.00

Total Grant Match Amount: \$33,565.00

GRANT REQUEST SUMMARY

(Enter the amount of the grant for which you are applying)

Total Project Cost: \$57,565.00

Total Matching Funds: \$33,565.00

Grant Match Percentage: 58%

Grant Amount Requested: \$24,000.00

Reimbursement Frequency: One Time (at Conclusion of Project)

MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa that are due beginning January 1, 2009, shall include a Minority Impact Statement. This is the State's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

As a Government Agency, Scott County provides its programs and services to everyone. The purchase of a hydroseeder for seeding operations in our roadsides is not expected to have a disproportionate or unique impact on minority persons.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Brian Burkholder

Title: Roadside Vegetation Specialist

Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians, or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 7, paragraph "b", subparagraph (1):

b. As used in this subsection:

- (1) *"Disability"* means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

APPLICATION CERTIFICATION:

I, the undersigned, certify that this project has been approved for submittal for Living Roadway Trust Fund grant consideration.

Grant Applicant (Agency, Organization, County...):

Applicant Authorizing Official: Position/Title:

Title: First Name: Last Name:

Submission Checklist:

- ☒ Iowa DOT Form 841702 (pages 3-6 and 9 of this document)
- ☒ Minority Impact Statement Form 105101t (pages 7 & 8 of this document)
- ☒ Supplemental Supporting Information (please attach)

FOR INTERNAL USE ONLY

Project Title:

File Name:

County Name: County Number: Received:

Midwest Underground

November 14, 2017

Scott County Secondary Roads
950 Blackhawk Trail
Eldridge, Iowa 52748

Dear Brian,

In line with our conversations, we are pleased to quote you the following equipment:

1 – New Finn Model T90 Trailer Mounted Hydro Seeder

Yanmar Diesel Tier 4F, 35.1 hp

Deluxe Hydraulic Hose Reel Package

Controls Include: Clutch, Agitator Direction and Speed, Discharge Boom and Recirculation
Control Valves, Engine Throttle, Safety Horn, and Engine Kill

Engine Safety System – Low Oil Pressure, High Water Temperature Shutoff

Tank Size – 940 gal Liquid Capacity, 800 gal Working Capacity

Fuel Tank Capacity – 14 gal

Pump – Centrifugal 4" x 2", 170 GPM @100 PSI, ¾" Solid Clearance

Pump Drive – Direct Drive with Over-Center Clutch

Pump Drive is Independent of Agitator Drive

Agitation – Mechanical Paddle Agitation and Liquid Recirculation

Agitator Drive – Reversible Variable Speed Hydraulic Motor Drive

Discharge Distance – Up to 180 ft from Discharge Tower

Nozzles – (1) Narrow Fan, (1) Wide Fan, (2) Long Distance

Empty Weight – 5,420 lbs/ Working Weight – 14,670 lbs

2 Year Parts and In Shop Labor Warranty

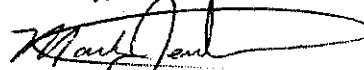
Manuals, Freight, Set Up, and Delivery

SPECIAL PRICE

\$57,565.00

Brian, with purchase of your Finn Equipment, Midwest Underground Supply, LLC is pleased to offer your company 24 hour parts and service to help eliminate costly downtime. We appreciate the opportunity of quoting you and look forward to serving your equipment needs.

Sincerely,



Mark Jenkins

Sales Manager

Midwest Underground Supply, LLC

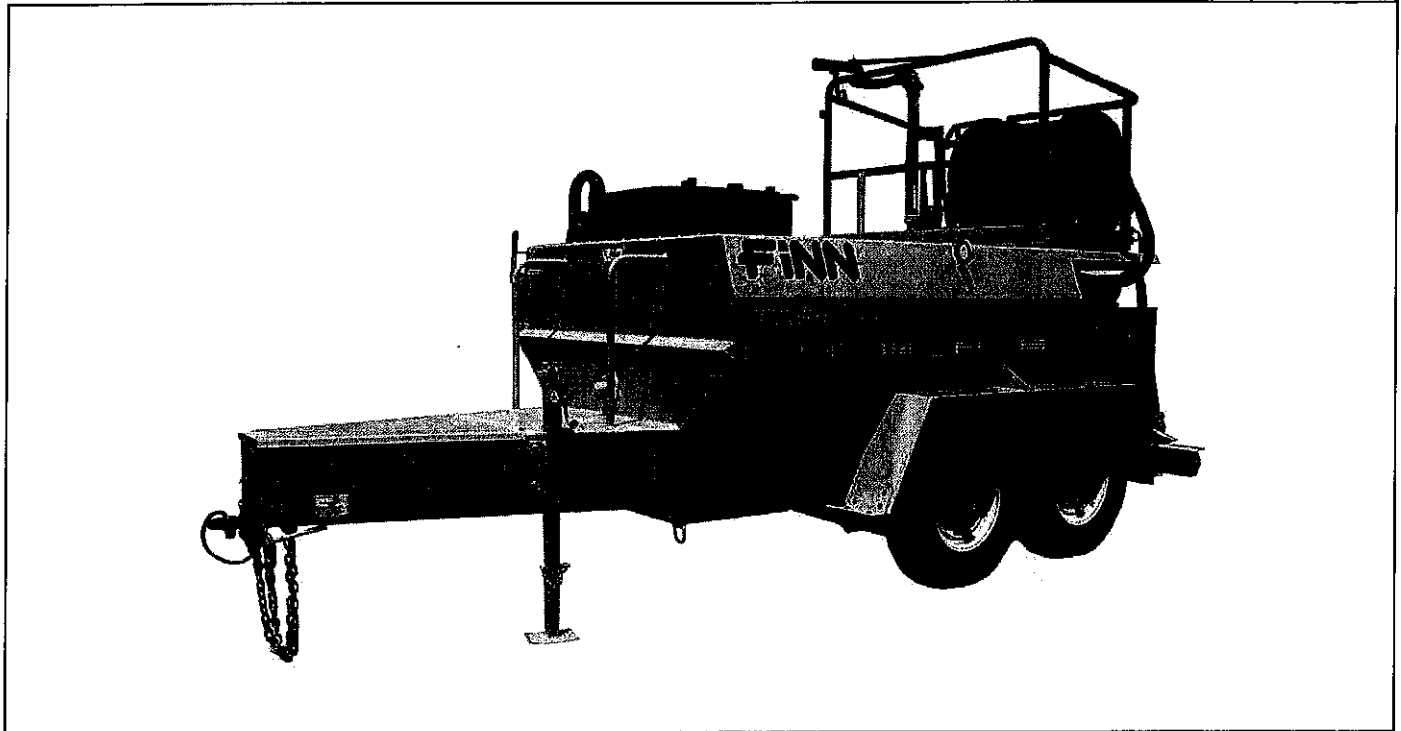
cc: Dan Folkman
Darren Milliken

1106 32nd St. SW • Bondurant, IA 50035 • Phone 515-967-5656 • Fax 515-967-7770
8844 S. 135th Street • Omaha, NE 68138 • Phone 402-861-6500 • Fax 402-861-6564
27285 Ironworks Road • Harrisburg, SD 57032 • Phone 605-368-9880 • Fax 605-368-9768

Your Underground Equipment Specialists

FINN HydroSeeder®

Model T90



The superior technology behind the T90 HydroSeeder is the result of more than 50 years of extensive FINN research and HydroSeeder manufacturing. Many customers have provided valuable input that shaped the final product. Today, the FINN T90 HydroSeeder offers the ultimate in performance features and operator conveniences that are exactly what you'd expect from the industry leader in hydroseeding quality and innovation.

Even Application.

For ease-of-use, the large loading hatch of the T90 is located at the front of the unit. This allows material to be loaded from the tow vehicle while the operator stands safely on the hitch platform. A uniform mix is of vital importance and the FINN T90 HydroSeeder delivers. The sleek design of the tank provides a smooth slurry flow pattern from the beginning to the end of the load.

Rugged & Aggressive.

The FINN T90 HydroSeeder features a heavy-duty agitator driven by a variable speed, reversible hydraulic motor - with controls both front and rear. The agitator and pump are independently driven, allowing complete mixing of the slurry without pump operation. This significantly enhances

mechanical longevity and flexibility during operation. Outstanding GPM output, piping, and pressure capabilities of the pump result in spray distances of up to 180 feet from the tower gun.

The T90 HydroSeeder boasts a powerful centrifugal slurry pump, driven by an in-line common shaft clutch with no high-cost maintenance couplings, drive belts or hydraulic components. This configuration dramatically increases output and operating pressure.

Solid Performance.

The independent torsion suspension axles of the T90 are equipped with electric brakes for better control. Heavy-duty truck wheels with standard highway-rated tires provide solid stability on uneven terrain.

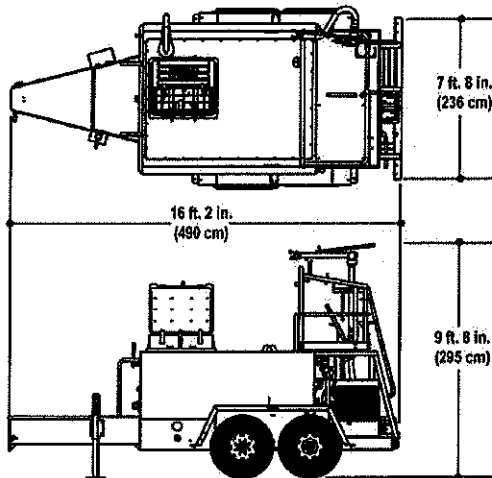
As the world leader for over 80 years in the design and manufacture of innovative, quality equipment for the green industry, and as the inventor of the HydroSeeder, FINN Corporation is committed to your complete satisfaction.

Model shown may include optional equipment.

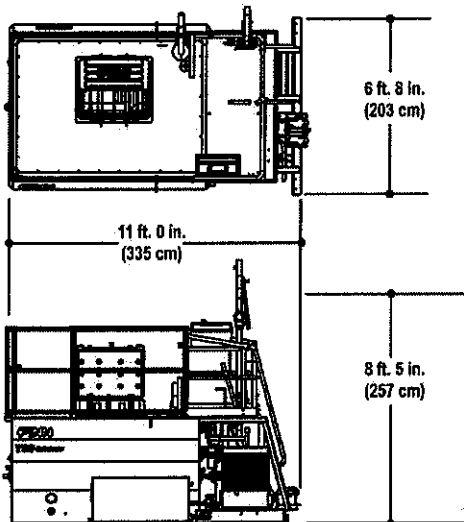
FINN HydroSeeder®

Model T90 with Tier 4F Engine

T90T TRAILER



T90S SKID MOUNT



FINN MODEL T90 TECHNICAL SPECIFICATIONS

POWER	Yanmar 3TNV88C-DYEM, 35.1hp (26.2kw), 3 cylinder water cooled diesel engine. Tier 4Final. 1.642L		
ENGINE SAFETY.....	Low oil pressure, electronic engine control and monitoring		
TANK SIZE	940 gallon (3,558 liter) liquid capacity 800 gallon (3,028 liter) working capacity		
LOADS PER ACRE ¹	3.75		
FUEL TANK	13.5 gallon (51.1 liter) CAPACITY		
PUMP	Centrifugal 4" x 2" (10 cm x 5 cm) 170 gpm @ 100 psi (689 kPa) (646 lpm @ 7 kg/cm ²), 3/4" (1.9 cm) solid clearance, external adjustment		
PUMP DRIVE.....	Direct drive with over center clutch, pump drive is independent of agitator operation		
AGITATION	Mechanical paddle agitation and liquid recirculation		
AGITATOR DRIVE.....	Reversible, variable speed hydraulic motor drive (0-100 rpm)		
DISCHARGE.....	Up to 180 feet (55 m) from end of discharge tower DISTANCE		
MAX. MATERIAL	2,500 lbs. (1,134 kg) granular solids		
CAPACITY	400 lbs. (181 kg) fiber mulch		
NOZZLES	(1) narrow fan, (1) wide fan, (2) long distance		
EMPTY WEIGHT ²	T90T	5,810 lbs. (2,635 kg)	
	T90S	4,150 lbs. (1,882 kg)	
WORKING WEIGHT ²	T90T	15,115 lbs. (6,856 kg)	
	T90S	13,455 lbs. (6,103 kg)	
BRAKES	Electric on both axles with breakaway switch		
LIGHTS	D.O.T. including marker, an identification light and license plate light		
TIRES	ST225/90D16 bias ply tires, load range E		
TRAILER AXLES	Tandem 7,000 lbs. (3,176 kg) rubber torsion with fenders.		
GVWR.....	15,000 lbs. (6,804 kg)		
HITCH WEIGHT	Approx. 1,500 lbs. (680 kg)		

¹Loads per acre based on an application rate of 1500 lbs. mulch/acre.

²Working weights are approximate and do not include options or stored materials. Working weights assume maximum tank liquid capacity and maximum granular solids material capacity.

FINN Corporation has a policy of continuous product improvement, and reserves the right to change design and specifications without notice.

HydroSeeder® and the FINN Design® Logo are registered trademarks of FINN Corporation.

FINN

9281 LeSaint Drive • Fairfield, OH 45014-5457
Toll Free 800.543.7166 / 513.874.2818
FINNcorp.com

EXHIBIT B
Reimbursement Form

Instructions for completing Form 841700
REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS
AND
DIRECT VENDOR OR SERVICES PAYMENTS

This form is for documenting eligible costs that are to be: (1) reimbursed to the grant Recipient for costs already incurred, (2) requested to be paid directly to a vendor as a direct vendor payment after the equipment has been received and checked in on the invoice as required or (3) payment for services, including direct and indirect costs, as indicated in the project agreement. Each type has a separate line for data entry.

Please Use the Tab key on your keyboard to scroll through and fill in all appropriate information in the shaded entry fields on the form(s).

Claim Number: Enter the claim number. The first claim is Claim 1, the next is Claim 2 and so on.

Check the checkbox with the computer mouse for final reimbursement when completing the final reimbursement claim.

Date: Enter the date the claim is prepared.

Enter the Iowa DOT Project Number, Grant Recipient and Project Name as they are indicated in the project agreement.

- Line 1. Enter the maximum state funds payable per the Iowa DOT project agreement.
- Line 2. If applicable, enter the amount of "Local Contribution" included in the total project cost. The local contribution amount is the combination of in-kind and organization funds contributed to the project.
- Line 3. This is the sum of the state-fund award, the in-kind contribution and the local contribution. This field is automatically calculated.
- Line 4. Enter the dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient to date, including this claim, in Column B.
- Line 5. Enter the dollar amount of *eligible* costs requested for Direct Vendor Payments for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Direct Vendor Payments to date, including this claim, in Column B. Each Direct Vendor Payment request should use a separate request form and should only include costs for a single vendor.
- Line 6. This is the Subtotal dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.
- Line 7. Enter the dollar amount paid by the Iowa DOT for eligible costs requested for Reimbursement of Grant Items. This includes costs incurred by the Recipient and costs requested for Direct Vendor Payments prior to this claim.
- Line 8. This is the subtotal dollar amount due this payment/final payment for Reimbursement of Grant Items costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.
- Line 9. Enter the dollar amount of eligible Indirect and Direct costs requested for Services costs for this claim in the appropriate field in Column A. Enter the total cumulative dollar amount of eligible Indirect and Direct costs requested for Services costs incurred by the Recipient to date, including this claim in the field in Column B.
- Line 10. This is the subtotal dollar amount eligible for Services Costs. This field is automatically calculated.
- Line 11. Enter the dollar amount paid by the Iowa DOT for eligible Services Costs prior to this claim.
- Line 12. This is the subtotal dollar amount due this payment/final payment for Services Costs. This field is automatically calculated.
- Line 13. This is the total dollar amount due for Reimbursement of Grant Items costs incurred by the Recipient, costs requested for Direct Vendor Payments and Services Costs for this claim. This field is automatically calculated.

NOTE: Reimbursement claims must be accompanied by an original signed reimbursement claim form (841700), and copies of all invoices (with beginning and ending dates) and proof of processed payment and/or in-kind contribution documentation totaling 100% of the amount of work for which reimbursement is being requested. Direct vendor payment requests must be accompanied by a copy of the vendor invoice with the items received, circled, signature and printed name of the authorized person who received the invoiced item(s) and the date received.

Submit an electronic version of this form and required documentation via email to mjpingenot@speedconnect.com for review. Upon approval, mail signed original and required documentation to: Mark Pingenot, LRTF Program Assistant, 5818 28th Ave, Vinton, IA 52349-9332

**REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS
AND
DIRECT VENDOR OR SERVICES PAYMENTS**

***** PLEASE READ THE INSTRUCTIONS FOR COMPLETING THIS FORM BEFORE YOU PROCEED*****

Project Information

Claim Number: _____ Check for Final Reimbursement ☐ Date: _____ Iowa DOT Project Number: _____
Grant Recipient: _____
Project Name: _____

1 Maximum State Funds payable per the Iowa DOT project agreement:	\$0.00
2 Local Contribution (including in-kind and organization funds contributed to the project if applicable):	\$0.00
3 Total Project Cost:	\$0.00

Grant Items for Reimbursement to the Recipient and Costs Paid Directly to Vendor

	This Claim Amount [A]	Cumulative Claim Amount [B]
Grant Items to be Reimbursed to the Recipient		
4 Total dollar amount of Grant Items costs claimed:	\$0.00	\$0.00
Grant Items to be Paid Directly to Vendor		
5 Total dollar amount of Vendor invoice(s):	\$0.00	\$0.00
6 Subtotal dollar amount eligible for Reimbursement and Direct Vendor Payments		\$0.00
7 Dollar amount paid by the Iowa DOT for these items prior to this claim:		\$0.00
8 Subtotal dollar amount due this payment/final payment for Grant Items and Direct Vendor Payments:		\$0.00

Services Payments

	This Claim Amount [A]		Cumulative Claim Amount [B]
Services	Indirect	Direct	
9 Total dollar amount of Services costs claimed:	\$0.00	\$0.00	\$0.00
10 Subtotal dollar amount eligible for Services Costs			\$0.00
11 Dollar amount paid by the Iowa DOT for Services prior to this claim:			\$0.00
12 Subtotal dollar amount due this payment/final payment for Services:			\$0.00
13 Total dollar amount due for Reimbursement, Direct Vendor Payments and Services			\$0.00

CERTIFICATION

I hereby certify that all eligible project activities for which reimbursement and direct vendor payment is requested have been completed in compliance with the project plans, specifications, project agreement, the laws of the State of Iowa and the ordinances of the CITY/COUNTY or Local Public Agency, that the items claimed for payment are proper and true and that no part of this claim has been paid by the Iowa DOT.

Recipient Representative (Computer Entry or Printed)

Signature Date (Computer Entry or Printed)

Recipient Representative Signature (Sign in Ink)

Recipient Representative Title (Computer Entry or Printed)

Make Check Payable to:

Grant Recipient or Designated Vendor (Computer Entry or Printed)

Mailing Address (Computer Entry or Printed)

Submit an electronic version of this form and required documentation via email to mipingenot@speedconnect.com for review. Upon approval, mail signed original and required documentation to: Mark Pingnot, LRTF Program Assistant, 5818 28th Ave, Vinton, IA 52349-9332

FOR INTERNAL USE ONLY	INITIALS	DATE
IDOT Approval		
IDOT Approval		

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

APPROVAL OF THE AGREEMENT FOR A LIVING ROADWAY TRUST FUND
GRANT FOR THE PURCHASE OF A HYDROSEEDER.

BE IT RESOLVED by the Scott County Board of Supervisors as
follows:

Section 1. That Agreement No. 90-82-LR19-339 between
Scott County and the Iowa Department of
Transportation for the purchase of a
hydroseeder be approved.

Section 2. That the County Engineer be authorized to sign
the agreement on behalf of the Board.

Section 3. That this resolution shall take effect
immediately.

SCOTT COUNTY ENGINEER'S OFFICE

950 East Blackhawk Trail
Eldridge, Iowa 52748

(563) 326-8640

FAX – (563) 328-4173

E-MAIL - engineer@scottcountyiowa.com

WEB SITE - www.scottcountyiowa.com



JON R. BURGSTRUM, P.E.
County Engineer

ANGIE KERSTEN, P.E.
Assistant County Engineer

TARA YOUNGERS
Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Hydroseeder Bids

DATE: September 18, 2018

Resolution approving the purchase of one trailer mounted hydroseeder from Midwest Bowie Sales Inc.

The need for our own hydroseeder was discussed last May with the IRVM Steering Committee. The decision was made to apply for a \$24,000 grant from The Living Roadway Trust Fund. Because of the amount of the grant, we came to the Board in May for approval to submit the grant. At the end of August we were informed that we were awarded the full amount of the grant. We sent out proposals and have responses from four bidders as follows:

Vendor	Item make and Model	Base Price	delivery	total	ETA	options	exceptions	
Midwest Bowie Sales Inc- Pataskala, OH	Bowie Victor 800-2018	\$44,815.00	\$1,875.00	\$46,690.00	45 days	listed	listed	
Midwest Bowie Sales Inc- Pataskala, OH	Bowie Victor 1100-2018	\$48,710.00	\$1,875.00	\$50,585.00	45 days	listed	listed	
Midwest Underground Supply- Bondurant, IA	Finn T90T 900 - 2018	\$60,750.00	inc	\$60,750.00	60 days	none listed	listed	
Midwest Underground Supply- Bondurant, IA	Finn T120T 1200- 2018	\$64,500.00	inc	\$64,500.00	60 days	none listed	listed	
SWX Corp-Lebanon, OH	APEX XA1200T- 2018	\$69,900.00	inc	\$66,400.00	30-45 days	listed	none listed	inc \$3,500 fleet discount
Technology International - Lake Mary, FL	Apexseeder XA1200T-2018	\$78,492.00	inc	\$78,492.00	10 weeks	listed	none listed	

I recommend purchasing the Bowie Victor 1100-2018. This unit has a larger tank and higher horsepower engine. There are several options available which if added would still make the Bowie Victor the low bid. The options preferred are the clear water flush system and the 50ft hose and reel. The flush system allows us to flip a lever that separates the mixing tank from the pump and allows us to clean out the pump and hose to prevent clogging while traveling from locations. This in turn keeps our maintenance cost down because clogging the system can damage seals, bearings, and even internal pump parts. The FY2019 Equipment budget is \$750,000.00.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

AWARD OF BID FOR (1) ONE HYDROSEEDER, A TRAILER STYLE HYDROSEEDER
AND ADDITIONAL OPTIONS LISTED BELOW.

BE IT RESOLVED by the Scott County Board of
Supervisors as follows:

Section 1. That the bids for (1) Hydroseeder be awarded to
the following bidders:

(1) Hydroseeder Victor 1100	Midwest Bowie Sales	\$50,585.00
-----------------------------	---------------------	-------------

Additional Options:	Clear Water Flush System	\$2446.00
	Collapsible 50' Hose	\$383.00

Total: \$53,414.00

Section 2. That this resolution shall take effect

immediately.