



BOARD OF SUPERVISORS

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Denny Stevenson

Doug Cupples

Brandon Talsma

June 25, 2024

9:30 a.m.

www.jasperia.org

Live Stream: <https://zoom.us/j/8123744948>

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

-Anyone that has an item on the agenda must appear in person for the Board to consider it.-

Pledge of Allegiance

- Item 1** **Public Hearing – Amendment of Current Budget FY2023-2024**
 - a) Resolution Approving Current Budget Amendment

- Item 2** **Appropriation Resolution for 2023-2024 Budget Amendment**

- Item 3** **Elderly Nutrition – Kelli Van Manen**
 - a) Agreement Between Jasper County, Iowa and Colfax Community Senior Citizens Center, Colfax, Iowa
 - b) Agreement Between Jasper County and The Gathering Place, Monroe, Iowa

- Item 4** **Buildings and Grounds – Adam Sparks**
 - a) Lightning Protection – Rusty Smith A/C Lightning Protection Call In
 - b) Jail IT UPS System

- Item 5** **Assessor – Stacy Von Dielingen**
 - a) State Historic Property Denials

- Item 6** **Engineer – Mike Frietsch**
 - a) 65/330 Rock Stockpile Bids – LL-FLOODROCK(FY25)—73-50
 - b) Approval of Plans for BROS-5110(602)—8J-50 (aka Bridge F04 Replacement)
 - c) Approval of Plans for FM-C050(140)—55-50 (aka E 125th St N HMA Pavement w/Full Depth Reclamation)

- Item 7** **Resolution Approving Transfer Order 1522**

- Item 8** **Resolution Approving Transfer Order 1523**

- Item 9** **Appropriation Resolution for FY24-25 Budget**

- Item 10** **Approval of Board of Supervisors Minutes for June 18, 2024**

- Item 11** **Board Appointments**

PUBLIC INPUT & COMMENTS

**After the Regular Meeting
Work Session**

Resolution _____

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
Board of Supervisors of JASPER COUNTY
Fiscal Year July 1, 2023 - June 30, 2024

The Board of Supervisors of JASPER COUNTY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

Meeting Date/Time: 6/25/2024 09:30 AM

Contact: Teresa Arrowood

Phone: (641) 792-7016

Meeting Location: Jasper County Board of Supervisors Room
Jasper County Courthouse

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	17,040,783	0	17,040,783
Less: Uncollected Delinquent Taxes - Levy Year	2	172,000	0	172,000
Less: Credits to Taxpayers	3	500,000	0	500,000
Net Current Property Tax	4	16,368,783	0	16,368,783
Delinquent Property Tax Revenue	5	200	0	200
Penalties, Interest & Costs on Taxes	6	10,000	14,000	24,000
Other County Taxes/TIF Tax Revenues	7	1,803,733	1,347,400	3,151,133
Intergovernmental	8	7,674,694	3,094,592	10,769,286
Licenses & Permits	9	168,500	1,500	170,000
Charges for Service	10	1,512,992	200,660	1,713,652
Use of Money & Property	11	588,874	31,644	620,518
Miscellaneous	12	982,694	-29,093	953,601
Subtotal Revenue	13	29,110,470	4,660,703	33,771,173
Other Financing Sources:				
General Long-Term Debt Proceeds	14	0	0	0
Operating Transfers In	15	6,155,000	0	6,155,000
Proceeds of Fixed Asset Sales	16	0	50,000	50,000
Total Revenues & Other Sources	17	35,265,470	4,710,703	39,976,173
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety and Legal Services	18	9,685,982	51,807	9,737,789
Physical Health and Social Services	19	2,038,899	53,756	2,092,655
Mental Health, ID & DD	20	0	0	0
County Environment & Education	21	1,923,358	283,460	2,206,818
Roads & Transportation	22	10,169,083	790,013	10,959,096
Government Services to Residents	23	1,888,421	-34,120	1,854,301
Administration	24	5,007,644	1,042,313	6,049,957
Nonprogram Current	25	335,900	-293,626	42,274
Debt Service	26	1,446,098	653,448	2,099,546
Capital Projects	27	1,564,000	9,772,592	11,336,592
Subtotal Expenditures	28	34,059,385	12,319,643	46,379,028
Other Financing Uses:				
Operating Transfers Out	29	6,155,000	0	6,155,000
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	40,214,385	12,319,643	52,534,028
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-4,948,915	-7,608,940	-12,557,855
Beginning Fund Balance - July 1, 2023	33	19,061,322	0	19,061,322
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	11,315,103	0	11,315,103
Fund Balance - Committed	37	0	0	0
Fund Balance - Assigned	38	0	0	0
Fund Balance - Unassigned	39	2,797,304	-7,608,940	-4,811,636
Total Ending Fund Balance - June 30, 2024	40	14,112,407	-7,608,940	6,503,467

Explanation of Changes: Property damage expenses, insurance costs, property insurance reimbursement, capital projects, grants & disbursements.

RESOLUTION NO. _____

APPROPRIATION RESOLUTION

WHEREAS, it is desired to make appropriations for each of the different officers and departments for the fiscal year 2023-24 in accordance with Section 331.434, subsection 6, of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, IOWA

Section 1. Amounts authorized for the fiscal 2023-24 budget adopted April 25, 2023, are hereby appropriated to the departments or offices as itemized in the attached schedule, pursuant to the Code of Iowa, Section 331.434, subsection 6.

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2023.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2023-24 budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, the Auditor shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and unencumbered balance. The Auditor shall report the status of such accounts to the applicable departments and officers monthly during the 2023-24 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2024.

ATTACHMENT

01-Board of Supervisors	\$	9,182,660
02-Auditor	\$	(29,562)
03-Treasurer	\$	100
04-Attorney	\$	33,133
05-Sheriff	\$	(6,875)
07-Recorder	\$	15,000
14-Attorney's Forfeiture	\$	-
15-Sheriff's Forfeiture	\$	-
20-Engineer	\$	790,013
21-Veterans Affairs	\$	9,474
22-Conservation	\$	1,212,464
23-Board of Health	\$	(4,000)
25-Dept of Human Service	\$	2,000
26-Animal Control	\$	150
31-District Court	\$	1,800
33-County Library	\$	-
38-Elderly Nutrition	\$	(2,668)
50-Human resources	\$	5,000
51-Maintenance	\$	997,505
52-Information Systems	\$	54,500
53-Comm Dev/Zoning	\$	24,850
54-Economic Developmen	\$	749
55-Geographic Info System	\$	-
59-Community Services	\$	33,350
99-Nondepartmental	\$	-

Grand Total \$ 12,319,643

Resolution adopted this _____ day of _____, 2024.

Brandon Talsma, Chairman

Attest: _____
Jenna Jennings, Auditor

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND
THE COLFAX COMMUNITY SENIOR CITIZENS CENTER, COLFAX, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of the Colfax Community Senior Citizens Center for Title III C Elderly Nutrition Program.

Agreement is made this _____ day of _____ 2024 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and the Colfax Community Senior Citizens Center of Colfax, Iowa, herein after- designated as the "Company".

In consideration of the mutual promises and covenants contained herein, the Company and Project agree as follows:

- A.
1. The Company agrees that it will make available to the Project, the use of the dining room facilities at the Colfax Community Senior Citizens Center. This includes tables, chairs, and other equipment necessary to serve an average of fifty (50) to one hundred (100) persons at about noon each day, five (5) days per week, except for agreed holidays, and that the Company will provide utilities necessary to service that part of the building.
 2. The Company agrees to allow the Project Director, the Project Nutritionist and any other duly qualified representatives of the Project to perform their duties as necessary to insure the successful operation of the Project.
 3. The Project, on a monthly basis will pay the Company \$200 as rent for use of the facility.
 4. The Company will provide trashcans or other suitable containers outside of the Colfax Senior Citizens Center in a place, which is in harmony with the laws and ordinances of the State of Iowa and will arrange for the regular and orderly removal of trash from such containers.
 5. The Company will maintain the building; its fixtures and furnishings in a state of cleanliness, and repair, which permits the safe and sanitary operation of the program. In particular, the Company will:
 - a. Comply with local sanitation and fire codes and ordinances.
 - b. Employ a professional pest control service on a regular basis.
 - c. Provide weekly janitorial service.
 6. The Company will provide utilities, including, water, sewer, electricity, and natural gas for the use of the program.
- B.
1. The Project will serve meals at the site provided by the Company, five (5) days each week, Monday through Friday, excluding those holidays during which no Project meals are served at any other location pursuant to general employment policies of Jasper County, Iowa and/or pursuant to union contract involving Project employees.
 2. The Project will hire employees and other staff as deemed necessary to implement the Program, who shall be employees of Jasper County.

3. The Project will place all disposable trash and other solid waste in plastic bags and into containers provided by the Company.

This Agreement constitutes the entire Agreement between the Company and the Project with respect to the subject matter hereof and thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of the Project and Company. No assignment or transfer of this Agreement may be made in whole or part, without the written consent of the Project first being obtained.

The Company shall indemnify, save and hold harmless the Project and all its agencies and employees of and from any and all claims, demands, actions, or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury or any other suit brought by any participants or other persons due to accident or injury against the Project, its employees or assigns.

This Agreement shall be effective as of July 1, 2024, and shall be in force commencing on the effective date and ending June 30, 2025 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension thereof terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

In connection with the carrying out of this Agreement, all parties shall comply with Title VII of the Civil Rights Act (78 stat. 214) and amendments and regulations issued pursuant thereto.

No person shall, on grounds of race, creed, color or national origin be excluded from participation in, be refused benefits of, or be otherwise subjected to discrimination, under agency grants awarded pursuant to Title III Planning Grant 85 or the Iowa Commission on the Aging Resources of Central Iowa or any project or program supported by such grants. Sub-contractors must comply with the provisions and requirements of Title VII of the Civil Rights Act 1964 and regulations issued by the Department of Health, Education and Welfare thereunder as a condition of the award of Federal Funds and continued grant support.

IN WITNESS WHEREOF, the parties have thereto caused this Agreement to be signed by their duly authorized officers the day and year first above written.

Colfax Community Senior Citizens Center
1 E. Howard & Walnut
Colfax, Iowa 50054

JASPER COUNTY, IOWA
Courthouse, 101 First Street North
Newton, Iowa 50208

Chairperson,

Brandon Talsma, Chairperson

Attest: _____
Jenna Jennings, Auditor

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND
THE GATHERING PLACE, MONROE, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of The Gathering Place for Title III C Elderly Nutrition Program.

Agreement is made this _____ day of _____ 2024 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and The Gathering Place, Monroe Iowa, herein after- designated as the "Company".

In consideration of the mutual promises and covenants contained herein, the Company and Project agree as follows:

A. 1. The Company agrees that it will make available to the Project, the use of the dining room facilities at The Gathering Place. This includes tables, chairs, and other equipment necessary to serve an average of twenty (20) persons at about noon each day, five (5) days per week, except for agreed holidays, and that the Company will provide utilities necessary to service that part of the building.

2. The Company agrees to allow the Project Director, the Project Nutritionist and any other duly qualified representatives of the Project to perform their duties as necessary to insure the successful operation of the Project.

3. The Project, on a monthly basis will pay the Company \$400 as rent for use of the facility.

4. The Company will provide trashcans or other suitable containers outside of The Gathering Place in a place, which is in harmony with the laws and ordinances of the State of Iowa and will arrange for the regular and orderly removal of trash from such containers.

5. The Company will maintain the building; its fixtures and furnishings in a state of cleanliness, and repair, which permits the safe and sanitary operation of the program. In particular, the Company will:

- a. Comply with local sanitation and fire codes and ordinances.
- b. Employ a professional pest control service on a regular basis.
- c. Provide weekly janitorial service.

6. The Company will provide utilities including, water, sewer, electricity, and natural gas for the use of the program.

B. 1. The Project will serve meals at the site provided by the Company, five (5) days each week, Monday through Friday, excluding those holidays during which no Project meals are served at any other location pursuant to general employment policies of Jasper County, Iowa and/or pursuant to union contract involving Project employees.

2. The Project will hire employees and other staff as deemed necessary to implement the Program, who shall be employees of Jasper County.

3. The Project will place all disposable trash and other solid waste in plastic bags and into containers provided by the Company.

This Agreement constitutes the entire Agreement between the Company and the Project with respect to the subject matter hereof and thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of the Project and Company. No assignment or transfer of this Agreement may be made in whole or part, without the written consent of the Project first being obtained.

The Company shall indemnify, save and hold harmless the Project and all its agencies and employees of and from any and all claims, demands, actions, or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury or any other suit brought by any participants or other persons due to accident or injury against the Project, its employees or assigns.

This Agreement shall be effective as of July 1, 2024, and shall be in force commencing on the effective date and ending June 30, 2025 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension thereof terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

In connection with the carrying out of this Agreement, all parties shall comply with Title VII of the Civil Rights Act (78 stat. 214) and amendments and regulations issued pursuant thereto.

No person shall, on grounds of race, creed, color or national origin be excluded from participation in, be refused benefits of, or be otherwise subjected to discrimination, under agency grants awarded pursuant to Title III Planning Grant 85 or the Iowa Commission on the Aging Resources of Central Iowa or any project or program supported by such grants. Sub- contractors must comply with the provisions and requirements of Title VII of the Civil Rights Act 1964 and regulations issued by the Department of Health, Education and Welfare thereunder as a condition of the award of Federal Funds and continued grant support.

IN WITNESS WHEREOF, the parties have thereto caused this Agreement to be signed by their duly authorized officers the day and year first above written.

The Gathering Place
113 S Monroe St
Monroe, Iowa 50170

JASPER COUNTY, IOWA
Courthouse, 101 First Street North

Newton, Iowa 50208

Chairperson

Brandon Talsma, Chairperson

Attest: _____
Jenna Jennings, Auditor



Sheriff's Office: UPS

Quote #341853 v1



Prepared For:
Jasper County Information Systems
Ryan Eaton
101 1st Street Room N 108
Newton, IA 50208
P: (641) 792-0796
E: reaton@jasperia.org

Prepared By:
Des Moines Iowa Area Office
Keri McMahon
7745 Office Plaza Dr N Suite 150
West Des Moines, IA 50266
P: (515) 400-8296
E: kmcmahon@hbs.net

Date Issued:
06.03.2024
Expires:
06.26.2024

Option 1: 30kW System		Price	Qty	Ext. Price
ISX0002366967-0003	30kW System -External bypass to allow for complete servicing of UPS -Redundant battery strings for built in fault tolerance -Network card for remote monitoring -Startup by a factory technician -Ecostruxure Asset Advisor (cloud based remote monitoring) - files (schneider-electric.com) -Upgrade to standard, next business day break fix response, to 8 hour 7x24 response	\$43,849.35	1	\$43,849.35
Subtotal				\$43,849.35

Option 2: 40kW System		Price	Qty	Ext. Price
ISX0002366776-0002	40kW System -External bypass to allow for complete servicing of UPS -Redundant battery strings for built in fault tolerance -Network card for remote monitoring -Startup by a factory technician -Ecostruxure Asset Advisor (cloud based remote monitoring) - files (schneider-electric.com) -Upgrade to standard, next business day break fix response, to 8 hour 7x24 response	\$47,597.62	1	\$47,597.62
* Optional Subtotal				\$47,597.62

Shipping		Price	Qty	Ext. Price
HBS-SHIPPING	Estimated Freight	\$670.91	1	\$670.91
Subtotal				\$670.91

Quote Summary	Amount
Option 1: 30kW System	\$43,849.35
Subtotal:	\$43,849.35
Shipping:	\$670.91
Total:	\$44,520.26

Optional Expenses	One-Time
Option 2: 40kW System	\$ 7,597.62

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <http://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated



herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v1.0

Acceptance

Des Moines Iowa Area Office

Jasper County Information Systems

Keri McMahon

Signature / Name

06/03/2024

Date

Signature / Name

Initials

Date

Chairperson: Brandon Talsma

Date

Attest: Jenna Jennings
County Auditor

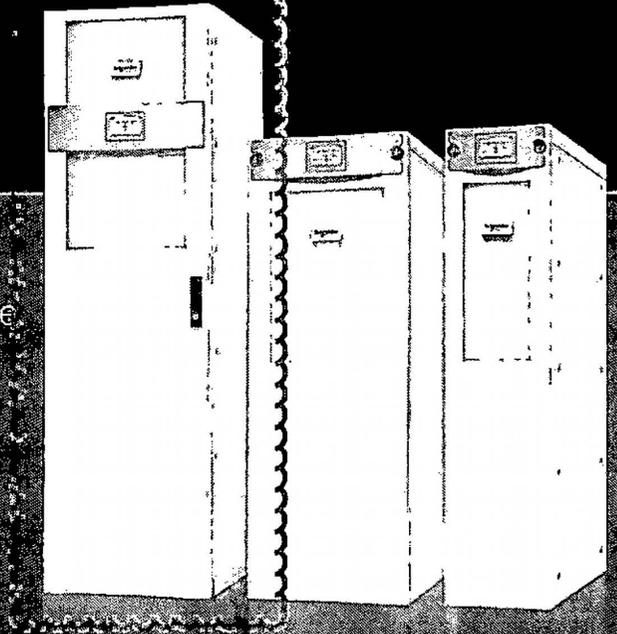
Date



Galaxy VS

Increased availability. Reduced operating costs.
First-class power protection for critical infrastructure.

20-150 kW (480 V)
10-75 kW (208 V)



se.com/gvs

Life Is On

Schneider
Electric

Maximize your availability; minimize your total cost of ownership

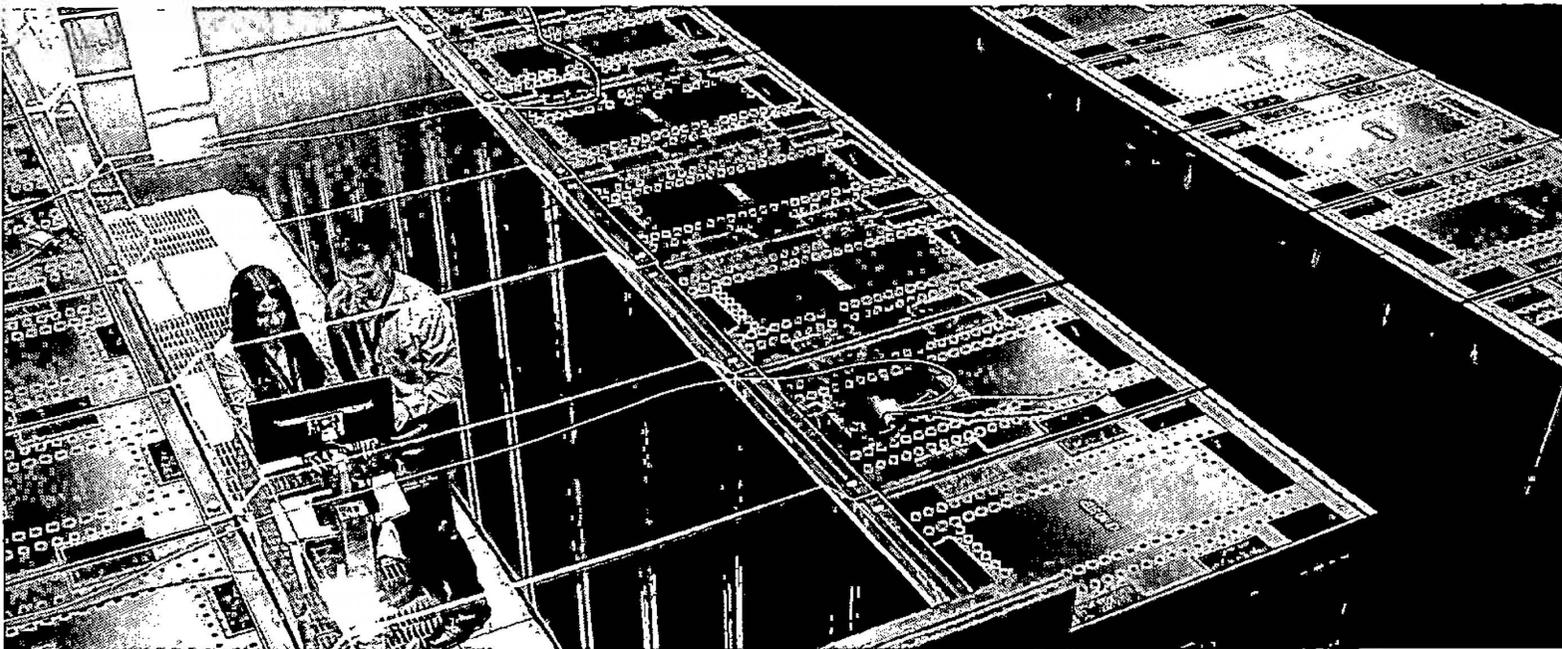
Galaxy VS is a highly efficient, modular, easy-to-deploy 20-150 kW (480 V) / 10-75 kW (208 V) three-phase uninterruptible power supply (UPS) that delivers top performance to critical IT, commercial, and industrial facilities.

You need best-in-class power protection that is as high-performing and innovative as your business. Galaxy VS maximizes your availability while minimizing your total cost of ownership, with highly efficient patented technologies and modular architecture.

Galaxy VS meets your internal redundancy needs with N+1 power modules to ensure your load remains protected. This multiplies by 10 the system's availability without extra footprint.

Battery flexibility is one of the main highlights of Galaxy VS. When you choose Lithium-ion batteries, you benefit from a longer battery lifetime and higher temperature tolerance than classic battery solutions. When you choose smart battery modules integrated in the UPS cabinet, Galaxy VS offers optimized footprint and ensures critical loads have highly predictable runtimes and battery redundancy.

The Galaxy VS is EcoStruxure™ Ready to give you visibility into the health of your UPS and peace of mind by sending real-time status updates directly to your smartphone. With its robust design and industry-leading performance, Galaxy VS is the ideal backbone for your critical infrastructure.





New patented hybrid technology

Provides up to 97% efficiency in double conversion mode.

Electricity savings in full protection mode at every load level.



Compact design.
Optimised footprint

High-density technology and full front access make Galaxy VS a footprint saver well suited for confined spaces.



Battery flexibility, including Lithium-ion batteries*

Increase availability and reduce TCO with long-life, intelligent energy storage.



99% efficient in patented ECONversion™ mode

Recover your initial investment within two-three years through energy savings.**



Maximum availability thanks to modular architecture

Critical system components built as modules for faster serviceability and fault tolerance. N+1 redundancy and scalability options available.

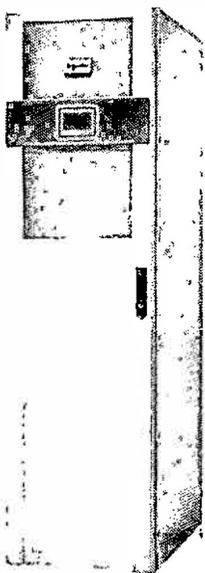


EcoStruxure IT

Anytime, anywhere monitoring and service support via smartphone app*.

*Contact your local representative for availability.

** Model dependent



Well suited for a wide range of applications

- Edge, small, and medium data centers and computer rooms
- Manufacturing facilities
- Telecommunication
- Commercial buildings
- Healthcare
- Transportation
- Emergency lighting (UL 924 and CSA 22.2 NO. 141-15)



Green Premium Certified

Sustainable business performance by design. Learn more

se.com/en/work/support/green-premium/

Leading performance

Robust and flexible design ideal for demanding environments at maximum performance



Flexibility and performance

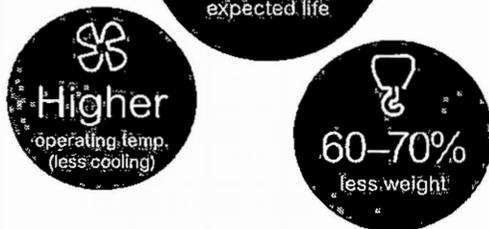
- Unity Power Factor (PF=1) allows for right-size protection to real IT needs
- Well suited for different applications thanks to high flexibility on power factor and high overload capability
- Seamlessly integrates into electrical environment:
 - Single and dual mains supported
 - Supports 3- or 4-wire installations*
- Optimized uptime with wide input tolerance window (+/-15%)
- Right-sized batteries with flexible DC bus



Robust design supports both IT and non-IT environments

- Supports a wide range of loads
- Fault-tolerant design ensures continuous protection in critical circumstances
- Designed to perform in dusty environments with its high-quality air filter
- Withstands 40 °C operating temperature without derating
- Suited for humid environments thanks to conformal coating
- Seismic certified (with option kit)
- Maximum short circuit rating: 65 kA
- Exceeds industry standards on electromagnetic protection due to EMC Level C2
- Faster battery charging capabilities restore back-up time 2-3 times faster compared to industry standards

Lithium-ion compared to VRLA batteries



Choose the battery solution with the benefits that meet your site needs

Lithium-ion battery*:

- Protect your load even during repeated power interruptions
- Longer lifetime than classic battery solutions

Smart battery modules:

- Integrate batteries in the UPS to reduce footprint
- Battery monitoring included
- Improve availability when you install additional smart modular battery strings
- Easily increase runtime by installing self-configuring smart battery modules

Classic batteries:

- Quickly install the battery cabinet next to the UPS
- Compact footprint

* Contact your local representative for availability.

Best operational efficiency

Reduce your energy bill

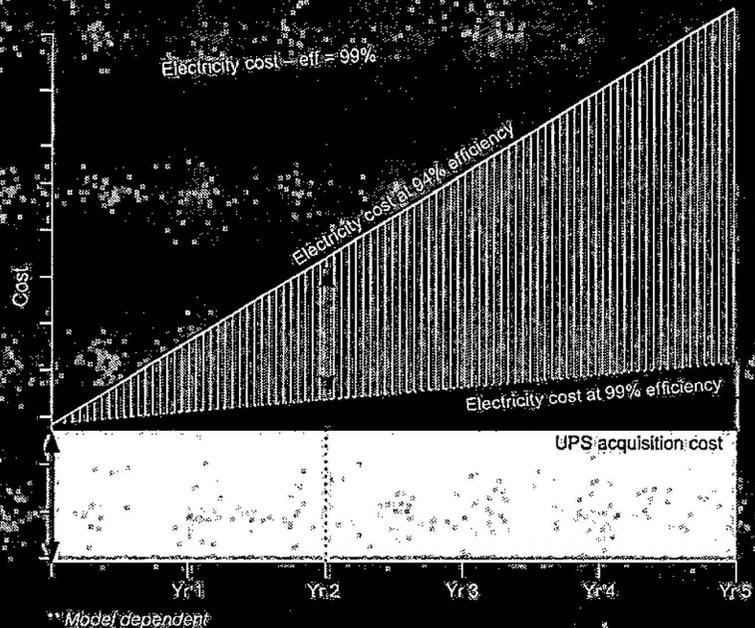
Very high efficiency for small to medium data centers, buildings and facilities. By using ECOConversion mode, significant savings are achieved every year on your electricity bill. Compared to a legacy design, the savings are equivalent to the UPS acquisition cost after two-three years.

ECOConversion: an unbeatable combination of power quality and high efficiency

	Efficiency	Annual electricity savings*
ECOConversion	99%	\$5,242
Double conversion	97%	\$3,145
Legacy design	94%	\$0

Comparison at 100 kW

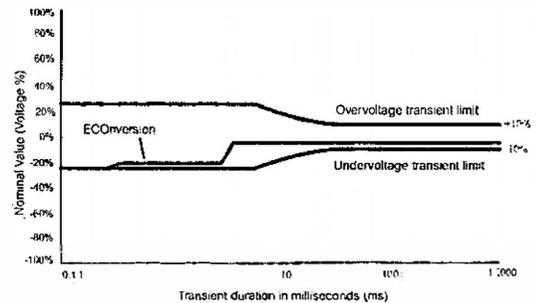
Typically after two years**, electricity savings = UPS acquisition cost.



ECOConversion mode

Enjoy the highest energy savings available today without sacrificing load protection – our patented zero-break transfer design offers peace of mind:

- World-class efficiency up to 99%
- Keeps excellent load protection
- Continuously charged batteries
- Compliant with IEC 62040-3 Class 1 output performance of UPS standard
- Input power factor correction and no harmonics



Galaxy VS ECOConversion meets Class 1 of IEC 62040-3: zero-break transfer during power outage.

New patented hybrid technology

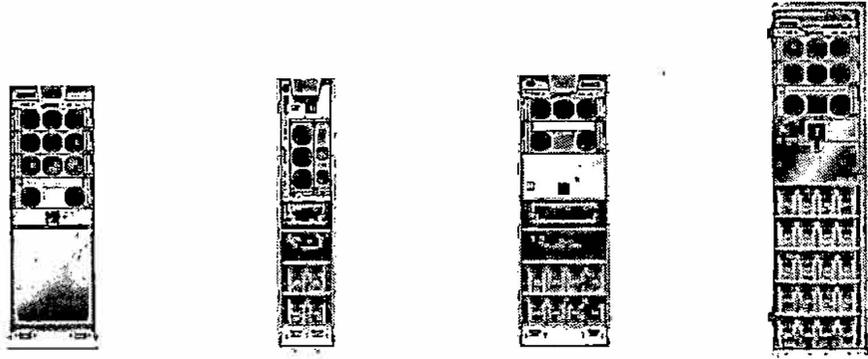
- Up to 97% efficiency in double conversion online mode even at low load levels
- Uses soft-switch method to reduce losses during double-conversion

* Based on a market electricity price: \$0.12/kWh

The annual electricity savings are done in comparison with a 94% efficiency standard UPS.

Calculate your efficiency savings using the Three Phase UPS Efficiency Comparison Calculator: schneider-electric.com/upsefficiencycalculator

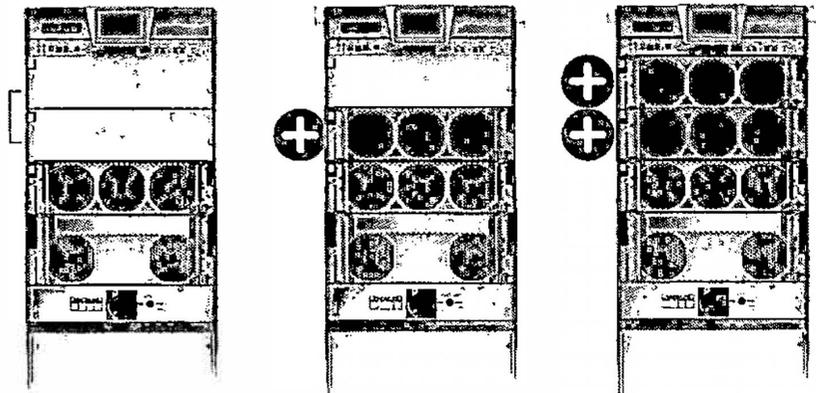
Meets your needs in multiple environments



	Galaxy VS for external batteries	Galaxy VS with internal smart battery modules		
208 V	10-75 kW	10 kW	10-25 kW	10-50 kW
480 V	20-150 kW	20 kW	20-50 kW	20-100 kW
N+1 redundancy option*	Yes	No	No	Yes
Scalability option*	Yes	No	No	No
Dimensions	59"H x 20.5"W	59"H x 13.8"W	59"H x 20.5"W	78"H x 20.5"W
Battery Type	External. Compatible with Lithium-ion and lead-acid (VRLA)	7Ah (VRLA)	9Ah (VRLA) Standard or long life	9Ah (VRLA) Standard or long life
Battery Strings in UPS (Maximum)	-	2	4	5
Ingress Protection level	IP21 (IP22 option)	IP20	IP20	IP20
Special features:	Large cabling section provides convenient access, connection and installation.		Compatible with external modular battery cabinets (up to 6 battery strings).	Compatible with external modular battery cabinets (up to 9 battery strings).

Key benefits of scalability

- Right size your protection vs. real power as the load requirements evolve over time
- Add 50 kW and 20 kW power modules, combined as needed
- Galaxy VS UPS self-detects the addition of a new power module and automatically updates its configuration settings

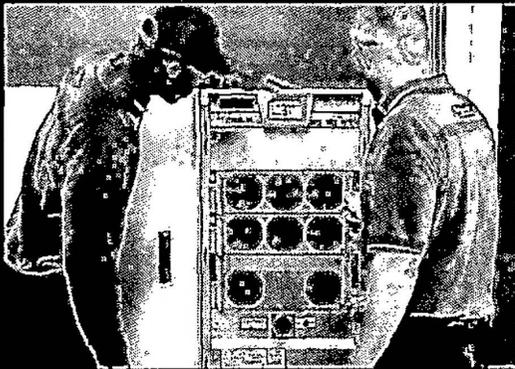


* See technical specifications table for details

Faster installation and serviceability

Quick to install and fits everywhere thanks to its compact design

- Lightweight, small footprint, with rolling casters
- Everything you need is included – Network Management Card (NMC), Modbus, single and dual mains, air filters, and eight dry contacts
- Precise and reliable battery configuration, thanks to predefined battery parameters
- Set up a simplified 1+1 parallel configuration using the built-in internal maintenance bypass breaker, or use an external maintenance bypass panel to configure parallel installations for capacity or redundancy
- Supports a common battery bank for parallel installations
- Supports installation with NEMA 2-hole lugs

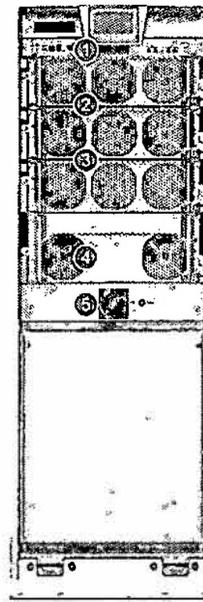


Simple to maintain and fast to service thanks to its modular architecture

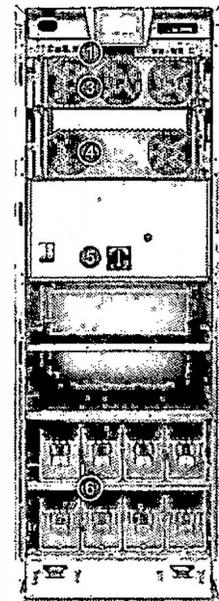
- Fast mean time to repair thanks to swappable power, static switch, battery, and intelligence modules
- Full front access for simple and fast connection and service. (Galaxy VS for external batteries)
- Reduces risk of human error; the easy and intuitive guided maintenance bypass transfer sequence on the display helps you easily transfer to and from maintenance bypass and monitors the system breaker status

Modular design benefits

- 1 Intelligence module
"System brain" contains critical control and signal wire interfaces
- 2 Scalability option
Add new power module anytime as your load evolves
- 3 Power modules
N+1 redundancy, fast-swap, slide in / slide out modules with rear connectors. Includes fan box for simple replacement. Superb core performances (PF=1, high-density, high-efficiency) and fault-tolerant design
- 4 Static switch module
Fast-swap, slide in / slide out modules with rear connectors. Includes fan box for simple replacement. Replaceable without installing an external maintenance bypass solution
- 5 Internal maintenance bypass
Simplifies service operations. With this design, the intelligence modules, power modules, and static switch modules can be replaced without installing an external maintenance bypass solution
- 6 Smart modular battery strings
Integrates smart battery modules in the UPS cabinet, conserving footprint and increasing availability with battery monitoring, additional battery strings, and fast runtime expansion with self-configuring modules

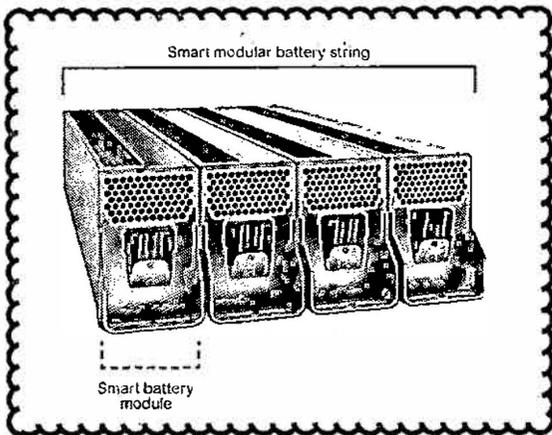


Galaxy VS for external batteries



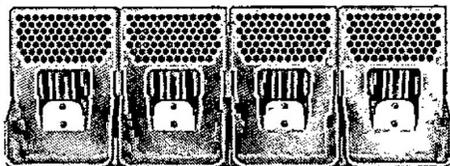
Galaxy VS with internal batteries

Improved availability with modular batteries



Accurate anytime replacement

- **Simple:** Push-in and plug; unplug and pull-out
- **Safe:** Touchproof connectors
- **Self-configuring:** The UPS automatically detects the presence and type of batteries, so the battery configuration is updated accurately



Improved availability

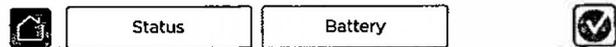
- **Increased availability:** Four smart battery modules form one smart modular battery string. All smart battery modules support the load, so no individual battery is a single point of failure
- **Reduced Mean Time To Repair (MTTR):** Replace a smart battery module in just a few minutes

Modular battery cabinets



Flexible, high-density energy storage

- **Right-sizing:** Add more strings for additional runtime
- **High density:** No need for service clearance between battery rows



ModBC #1	GVSMODBC6					
#6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	23°C	CSB 9Ah
#5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	27°C	CSB 9Ah
#4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	27°C	CSB 9Ah
#3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	26°C	CSB 9Ah
#2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	28°C	CSB 9Ah
#1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	27°C	CSB 9Ah

Battery monitoring included

- **Sensors:** Each smart battery module contains two temperature sensors and a battery identification device for self-configuration
- **Runtime:** Estimate on the display interface updates when smart battery modules are removed or installed
- **Quick status on display:** Use the UPS display to quickly identify and replace an inoperative smart battery module

Visibility and peace of mind

Manage and monitor your Galaxy VS from anywhere, at any time, on any device, thanks to EcoStruxure IT software and services

EcoStruxure leverages advancements in IoT, mobility, sensing, cloud, analytics and cybersecurity to deliver Innovation at Every Level. This includes Connected Products, Edge Control, and Apps. Analytics & Services. EcoStruxure IT Expert and EcoStruxure Asset Advisor are cloud-based solutions at the Edge Control, and Apps, Analytics & Services level and provide you with data-driven insights to optimize data center resiliency and performance.

When it comes to IT critical equipment monitoring, are you more hands-on or hands-off?



Visibility anywhere, anytime

EcoStruxure IT Expert provides you a hands-on approach with secure, cloud-based monitoring software that synthesizes performance and alert data into proactive recommendations and enables secure, wherever-you-go visibility from any device. Try it for free for 30 days:

ecostruxureit.com/ecostruxure-it-expert/#trial



24/7 remote monitoring and troubleshooting

EcoStruxure Asset Advisor* for secure power and cooling provides you a hands-off approach with 24/7 remote monitoring service by the Schneider Electric Connected Services Hub experts. We monitor and troubleshoot, you relax.

* Contact your local representative for availability.

Comprehensive on-site services

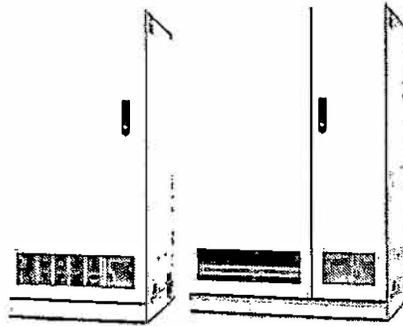
- Start-up service included with UPS
 - Commission the installation in accordance with manufacturer's recommendations. Ensure optimal system performance from Day 1.
- Schneider Electric-certified installation services.
 - Expert configuration of your equipment for optimal performance and reliability.
- Maintenance services:
 - Ensure proper care of your mission-critical applications.
 - Preventive maintenance and response time upgrades, where available.
- Flexible service plans / on-site extended warranty.
 - Hassle-free system maintenance.
 - Improve uptime at a predictable cost.

Options and accessories

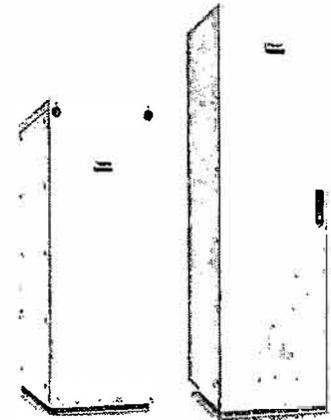
Galaxy VS is available with a full range of options and accessories that ensure the best performance in any environment.



Lithium-ion batteries*

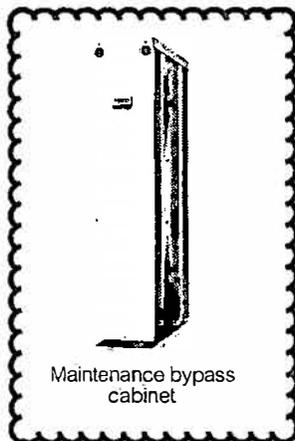


Classic battery cabinets



Modular battery cabinets

Batteries



Maintenance bypass cabinet

Maintenance bypasses



Wall mount maintenance bypass panel



Maintenance bypass cabinet with transformer

Accessories

- Seismic kit
- Air filter kit
- Parallel communications kit
- NEMA 2-hole kit**
- Kirk key
- Smart modular battery string
- Smart modular high capacity battery string
- Smart long-life high capacity battery string

* Contact your local representative for availability.

** Galaxy VS UPS for external batteries only



Technical specifications

Galaxy VS	480 V	208/220 V
Topology	On-line double conversion	
Nominal power (kW)	20-150 kW (parallel up to 450 kW)	10-75 kW (parallel up to 225 kW)
Key features		
Scalability option	50-150 kW	25-75 kW
N+1 redundancy option	20-100 kW N+1	10-50 kW N+1
Modular elements	Power modules, static switch module, smart battery modules, intelligence module	
Display	Color touch screen, 4.3 inches, status LED, mimic on display	
Communication	Network management card included with ethernet (SNMP) and Modbus. 8 dry contacts (4 inputs, 4 outputs)	
Maintenance bypass	Internal maintenance bypass. Optional maintenance bypass panel/cabinet	
Parallel capability	Simplified 1+1 parallel (for redundancy); Up to 3 UPSs for capacity or 3+1 UPSs for redundancy	
Efficiency		
Double conversion mode	Up to 97%	Up to 95.5%
ECO mode	Up to 99%	
ECO conversion mode	Up to 99%	
Input		
Nominal input voltage	200/208/220 V, 480 V, 600 V (with maintenance bypass cabinet with transformer)	
Input voltage range (phase to phase)	+/-15%	
Single mains/dual mains	Single mains as standard. Easily converted to dual mains	
Input frequency	40-70 Hz	
Input power factor	0.99 for load greater than 50% 0.95 for load greater than 25%	
Maximum short-circuit rating	65 kA	
Backfeed protection	Included	
Output		
Nominal output voltages	200/208/220 V, 480 V, 600 V (with maintenance bypass cabinet with transformer)	
Load power factor	PF=1 (0.7 leading to 0.7 lagging without derating)	
Voltage regulation	+/- 1%	
Frequency	50 / 60 Hz +/-0.1% free running	
Overload	1 min @ 150%; 10 min @ 125%	
Output THDU on linear load	10-150 kW 480V UPS	10-75 kW 208 V UPS for external batteries, 10-50 kW 208 V UPS with up to 4 internal battery strings: <2% 10-50 kW 208 V UPS with up to 5 internal battery strings: <1%
Battery type	VRLA/Li-ion	
Nominal battery voltage, UPS for external batteries	20-40 kW, 80 kW: 384-576 V DC 50 kW, 100 kW: 480-576 V DC 60 kW: 432-576 V DC	384-480 V DC
Nominal battery voltage, UPS with internal batteries	480 V DC	
Charging power	Charging power in % of output power at 0-40% load: 80% Charging power in % of output power at 100% load: 20%	
Environment		
Acoustic noise, UPS for external batteries	54 dB (70% load) / 61 dB (100% load)	57 dB (70% load) / 65 dB (100% load)
Acoustic noise, UPS with internal batteries	49-65dB, depending on load percentage and model	
Dust protection	Air filter included. Conformal coated boards	
Seismic	With optional kit. OSHPD tested	

Life Is On

Schneider
Electric

To learn more about the Galaxy VS UPS, EcoStruxure IT cloud-based DCIM, and EcoStruxure Asset Advisor 24x7 Digital Monitoring Services, contact your Schneider Electric representative or visit se.com/gvs

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se.com

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PROPOSAL

515.727.0771 | dptgroup.com
 10202 Douglas Ave | Des Moines, IA 50322

Customer: Jasper County Sheriff's Office **Date:** 6/10/2024
Contact Name: Adam Sparks **Project Number:** NE595993-0610241
Project: Jasper County Sheriff's Office
 Replacement UPS System 30
 KVA Option

We are pleased to provide our Quotation for the following Vertiv products and services:

Line	Part Number	Description	Quantity	Net Price	Ext. Net price
2.0	47SA030DACM2ZNT	"LBRT EXM 208V UPS"	1		
2.1	CTD	"CERTIFIED FACTORY TR"	1		
2.2	47MBD37CC0R1U22	"LBRT EXM 208V MBC BDC"	1		
2.3	SUEXM10-40U7	"Start-Up 7x24 - UPS"	1		
2.4	SPEXM10-200U7	"Start-Up 7x24 - MBC"	1		
2.5	1WARACPLAB-C	"Labor Only Warranty AC Power"	1		
2.6	1WARACPLAB-B	"Labor Only Warranty AC Power"	1		
Total Quoted Price - Not including Freight Or Tax					USD \$41,174.25
Freight and Handling Charge (Prepaid and Included)					USD \$3,243.71
Total Quoted Price - Value for Purchase Order - Not including Tax					USD \$44,417.96

TAG: UPS-1 (30 KVA Option)

Liebert EXM Single Module UPS System each consisting of the following: One (1) 30kVA Nameplate Liebert EXM UPS, model , with the following features: model 47SA030DACM2ZNT , with the following features:

- System Input Voltage of 208V, 3 Phase, 3 wire plus ground
- System Output Voltage of 208/120V, 3 Phase, 4 wire plus ground
- Fixed Capacity 30kVA UPS System
- 208V Native Output Voltage
- Single Input Configuration
- One (1) IntelliSlot Unity Dual Protocol Card; P/N: IS-UNITY-DP; Monitoring and configuration of Vertiv products and environmental sensors through stand-alone Web UI or integration with Trellis™, Liebert Nform, LIFE™ Services. Supports third-party management systems using SNMP, Modbus or BACnet.
- SNMP Communication
- BACnet Communication
- One (1) IS-RELAY Relay Contact Card(s)
- Transformer-Free Architecture - Efficiency up to 95% in double conversion mode
- Unity Power Factor Rating - Delivers more usable power per kVA
- Load Power Factor Support - Supports loads 0.5 lagging to unity without derating

- Energy Optimization Mode (Eco-Mode)
- 65kAIC Rating - Provides interrupting rating and labeling of 65kA
- Active Power Factor Corrected IGBT Input Converter
- PWM transistorized (IGBT) inverter
- Continuous Duty Static Bypass Switch
- Input Contacts - Dry contacts are available for functions including monitoring external breakers, on-generator signal, and other functions
- Output Contacts - Dry contacts are available for functions including a permissive signal to maintenance bypass SKRU, to trip external breakers, and other functions
- Generator Load Control - Suppresses battery charging reducing power demand by an external signal. Shifts unit from Eco Mode to double conversion (if applicable), and synchronizes the inverter output with the bypass
- Automatic retransfer - Provides return to inverter power after an overload
- DSP based controls - Provides digital control of power conversion and system operation
- Backlit LCD display - Monitors power conversion, UPS operation and utility conditions. Deviations are logged for troubleshooting
- Temperature-Compensated Charging/Battery Load Test
- Top-and-bottom-entry cable access
- Front only service access
- Local Emergency Power Off (EPO)
- LIFE™ Services for the 1st year
- IP 20 enclosure
- Casters and leveling feet
- UL and cUL Listed to UL Standard 1778 5th Edition
- Liebert EXM Factory Services Certified Test Report
- 13 min,1 x Internal String of ENERSYS HX205-FR Batteries

The solution includes **One (1) Maintenance Bypass Cabinet(s), model 47MBD37CC0R1U22** with the following features:

- 3 Switching Devices (BIB, MBB, MIB)
- 150 Amp Breaker Trip Rating
- Key Interlock (SKRU)
- Cabinet Mounted Right Attached to Module with connecting cables factory supplied
- 600 MM - 23.6 inches Frame Size
- 208V Input Transformer Included
- Front Access service design

The following Startup & Warranty Services are provided:

- Startup & Labor Coverage

The following Maintenance Bypass Cabinet (MBC) Startup Services are provided:

- Startup Services 7/24

Vertiv Corporation
TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. Prices. Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. Taxes. Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods, Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. Terms of Payment. Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. Shipment and Delivery. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessory services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. Limited Warranty. Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products, EXCEPT AS SPECIFIED ABOVE, RESELLER PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY

WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. Limitation of Remedy and Liability. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. Insurance. Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. Patents and Copyrights. Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. Excuse of Performance. Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer, war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. Cancellation. Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. Changes. Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. Nuclear/Medical. GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages,

Raw Materials Escalation Clause. Seller warrants that the prices set forth in the quote are complete and that no additional charge will be added without Buyer's consent, except to the extent that Seller's costs to procure raw materials for the goods increase or decrease (by at least +/- 5% for any such individual raw materials) as compared to such costs listed on the London Metal Exchange (www.lme.com) for such materials at the time of Seller's proposal or quotation, in which case the parties agree that Seller's invoice may adjust prices (up or down) proportionate to the amount of such increase or decrease for affected raw materials.

- Please address Purchase Orders to:
Vertiv Corporation
c/o Data Power Technology Iowa
505 N. Cleveland Avenue
Westerville, OH 43082

Nathan Edwards
Sales Representative

Chairperson: Brandon Talsma Date
Terms & Conditions:

Attest: Jenna Jennings Date
County Auditor

- Quotation Valid for 30 days
- Freight terms Ex Works (EXW)/FOB Origin
- Price does not include tax
- Price does not include freight unless explicitly listed on the quote
- Terms are NET30 Days, subject to manufacturer's approval

Payment Terms:

Vertiv's policy is Net 30 days upon credit approval unless previously agreed to in a master contract that governs customer purchase orders. All pricing is generated based on this policy. If a deviation from policy is requested, Vertiv reserves the right to reject such requests, or increase the quoted price by 1.5% per 30 days extended.

Credit:

Customers must complete a credit application if purchase orders will be issued that require payment terms to avoid cash in advance. Updated credit applications may be requested from returning customers depending on the age of existing information and size of credit extensions needed. Vertiv's credit application can be completed online at [Credit Application Link](#)

Information to Buyer:

This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at <http://termsconditions.vertiv.com/> unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Taxes:

Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. Assignment. Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. Software. Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. Tooling. Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. Documentation. Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. Inspection/Testing. Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. Returned Goods. Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. Billable Services. Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. Drawings. Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. Buyer Supplied Data. To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. Export/Import. Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. Non-Solicitation. Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. General Provisions. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and

signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. Data Collection and Use. By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, and service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries, and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. Privacy. Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. Additional Service Conditions. The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. Indemnity. Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

COPYRIGHT 2022 Vertiv Group Corp. All rights reserved. Vertiv™ and the Vertiv logo are trademarks or registered trademarks of Vertiv Group Corp. All other names and logos referred to are trade names, trademarks or registered trademarks of their respective owners. While every precaution has been taken to ensure accuracy and completeness here, Vertiv Group Corp. assumes no responsibility, and disclaims all liability, for damages resulting from use of this information or for any errors or omissions. Specifications, rebates and other promotional offers are subject to change at Vertiv's sole discretion upon notice.

LIMITED WARRANTY FOR THREE-PHASE AND DC POWER PRODUCTS

Warrantor:

Vertiv Corporation and Vertiv Energy Systems, Inc. (collectively referred to herein as "Vertiv") offer the following **One-Year Limited Warranty Against Defects in Material and Workmanship ("Warranty")** for applicable Product.

Products Covered:

- Liebert Three-Phase AC Power Products
- Energy Systems DC Power Products

Terms of Limited Warranty:

As provided herein, Vertiv warrants that during the Warranty Period (as defined below):

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Seller's final invoices, and to applicable Seller Product brochures and manuals current as of the date of Product shipment ("Descriptions")

Warranty Period:

- Liebert Three-Phase AC Power Products: A period of one (1) year from product start-up and commissioning performed by Vertiv personnel, which period shall expire no later than eighteen (18) months from the Product shipment date. Product shipment date is determined only from the bill of lading.
- Energy Systems DC Power Products: A period of one (1) year from product shipment date. Product shipment date is determined only from the bill of lading.

If any part or portion of the Vertiv Product fails to conform to the Warranty within the Warranty Period, Vertiv, at its option, will furnish new or factory remanufactured Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Vertiv does not control the use of any Product and, accordingly, materials classified as "Descriptions" are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Who is Covered:

This Warranty extends to the original end-user (the "User") and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Seller. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Seller assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Seller Product and which are assignable, but Seller makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Warranty Claims Procedure and Services:

Within thirty (30) days after User's discovery of a defect, User must contact Seller at (800) 543-2378 and provide all material information relating to such alleged defect.

For Vertiv Product: Subject to Product start-up and commissioning by Seller Personnel and the other limitations specified herein, a Seller field service representative will repair the non-conforming Seller Product warranted hereunder, without charge for material or labor. Warranty coverage will be extended only after Seller's inspection confirms the claimed defect and shows no signs of treatment or use voiding the coverage of this Warranty. All defective Products and component parts replaced under this Warranty become the property of Seller. Seller may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Seller's opinion, such work can be performed in less time, with less expense, or in closer proximity to the Seller Product. For Energy Systems Product: Seller, in its sole discretion, shall either repair or replace defective Products. For Products to be repaired, Seller will issue a RETURN MATERIALS AUTHORIZATION ("RMA") number. The RMA number must appear on the packing slip, proof of purchase, AND ON THE OUTSIDE OF EACH SHIPPING CARTON for any authorized returned Product. Seller will designate a shipping address ("Ship To Address") that must be used for each authorized returned Product. The User shall pay all freight charges to the designated Ship To Address for each authorized returned Product. Unauthorized returns or collect shipments will be refused.

Items Not Covered:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-Seller designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Seller's recommendations or specifications, or in any event if the Seller serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation, arising from the replacement of the Seller Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, are not covered by this Warranty. Batteries in Vertiv battery cabinets are warranted separately.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment, (2) if applicable, Product start-up and commissioning performed by a third party other than Seller and/or its authorized representatives, and (3) if the Product contains an internal battery, User allows such battery to discharge below the minimum battery voltage cutoff point or if the User does not start recharging a discharged, or partially discharged, battery within forty-eight (48) hours of the discharge period. No salesperson, employee or agent of Seller is authorized to add to or vary the terms of this Warranty. Seller retains the right to cancel the Warranty, subject to reinstatement at Seller's sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, in writing and signed by a Seller officer.

Other Limitations:

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE SELLER PRODUCT AS SET FORTH HEREIN. IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, SELLER'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL SELLER ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.



PROPOSAL

515.727.0771 | dptgroup.com
10202 Douglas Ave | Des Moines, IA 50322

Customer: Jasper County Sheriff's Office **Date:** 6/10/2024
Contact Name: Adam Sparks **Project Number:** NE595993-061024
Project: Jasper County Sherriff's Office
Replacement UPS System

We are pleased to provide our Quotation for the following Vertiv products and services:

Line	Part Number	Description	Quantity	Net Price	Ext. Net price
1.0	47SA040EACM2ZPX	"LBRT EXM 208V UPS"	1		
1.1	CTD	"CERTIFIED FACTORY TR"	1		
1.2	47MBE37CC0R13B6	"LBRT EXM 208V MBC BDC"	1		
1.3	SUEXM10-40U7	"Start-Up 7x24 - UPS"	1		
1.4	SPEXM10-200U7	"Start-Up 7x24 - MBC"	1		
1.5	1WARACPLAB-C	"Labor Only Warranty AC Power"	1		
1.6	1WARACPLAB-B	"Labor Only Warranty AC Power"	1		
Total Quoted Price - Not including Freight Or Tax					USD \$46,322.75
Freight and Handling Charge (Prepaid and Included)					USD \$3,243.71
Total Quoted Price - Value for Purchase Order - Not including Tax					USD \$49,566.46

TAG: UPS-1

Liebert EXM Single Module UPS System each consisting of the following: One (1) 40kVA Nameplate Liebert EXM UPS, model , with the following features: model 47SA040EACM2ZPX , with the following features:

- System Input Voltage of 208V, 3 Phase, 3 wire plus ground
- System Output Voltage of 208/120V, 3 Phase, 4 wire plus ground
- Fixed Capacity 40kVA UPS System
- 208V Native Output Voltage
- Single Input Configuration
- One (1) IntelliSlot Unity Dual Protocol Card; P/N: IS-UNITY-DP; Monitoring and configuration of Vertiv products and environmental sensors through stand-alone Web UI or integration with Trellis™, Liebert Nform, LIFE™ Services. Supports third-party management systems using SNMP, Modbus or BACnet.
- SNMP Communication
- BACnet Communication
- One (1) IS-RELAY Relay Contact Card(s)
- Transformer-Free Architecture - Efficiency up to 95% in double conversion mode
- Unity Power Factor Rating - Delivers more usable power per kVA
- Load Power Factor Support - Supports loads 0.5 lagging to unity without derating
- Energy Optimization Mode (Eco-Mode)

- 65kAIC Rating - Provides interrupting rating and labeling of 65kA
- Active Power Factor Corrected IGBT Input Converter
- PWM transistorized (IGBT) inverter
- Continuous Duty Static Bypass Switch
- Input Contacts - Dry contacts are available for functions including monitoring external breakers, on-generator signal, and other functions
- Output Contacts - Dry contacts are available for functions including a permissive signal to maintenance bypass SKRU, to trip external breakers, and other functions
- Generator Load Control - Suppresses battery charging reducing power demand by an external signal. Shifts unit from Eco Mode to double conversion (if applicable), and synchronizes the inverter output with the bypass
- Automatic retransfer - Provides return to inverter power after an overload
- DSP based controls - Provides digital control of power conversion and system operation
- Backlit LCD display - Monitors power conversion, UPS operation and utility conditions. Deviations are logged for troubleshooting
- Temperature-Compensated Charging/Battery Load Test
- Top-and-bottom-entry cable access
- Front only service access
- Local Emergency Power Off (EPO)
- LIFE™ Services for the 1st year
- IP 20 enclosure
- Casters and leveling feet
- UL and cUL Listed to UL Standard 1778 5th Edition
- Liebert EXM Factory Services Certified Test Report
- 9 min, 1 x Internal String of ENERSYS HX205-FR Batteries

The solution includes **One (1) Maintenance Bypass Cabinet(s), model 47MBE37CC0R13B6** with the following features:

- 3 Switching Devices (BIB, MBB, MIB)
- 175 Amp Breaker Trip Rating
- Key Interlock (SKRU)
- Cabinet Mounted Right Attached to Module with connecting cables factory supplied
- 600 MM - 23.6 inches Frame Size
- 208V Input Transformer Included
- Front Access service design

The following Startup & Warranty Services are provided:

- Startup & Labor Coverage

The following Maintenance Bypass Cabinet (MBC) Startup Services are provided:

- Startup Services 7/24

Vertiv Corporation
TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. Prices. Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and license fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. Taxes. Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. Terms of Payment. Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyers shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. Shipment and Delivery. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to Buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessory services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. Limited Warranty. Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products, EXCEPT AS SPECIFIED ABOVE, RESELLER PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY

WHATSOEVER, THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. Limitation of Remedy and Liability. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. Insurance. Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. Patents and Copyrights. Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. Excuse of Performance. Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war, viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. Cancellation. Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. Changes. Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. Nuclear/Medical, GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages,

arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. Assignment. Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. Software. Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a non-exclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. Tooling. Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. Documentation. Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. Inspection/Testing. Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. Returned Goods. Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. Billable Services. Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. Drawings. Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. Buyer Supplied Data. To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. Export/Import. Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. Non-Solicitation. Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. General Provisions. These terms and conditions supersede all other communications, negotiations and/or oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and

signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instructions, forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. Data Collection and Use. By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries, and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. Privacy. Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers - California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. Additional Service Conditions. The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. Indemnity. Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

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LIMITED WARRANTY FOR THREE-PHASE AND DC POWER PRODUCTS

Warrantor:

Vertiv Corporation and Vertiv Energy Systems, Inc. (collectively referred to herein as "Vertiv") offer the following **One-Year Limited Warranty Against Defects in Material and Workmanship ("Warranty")** for applicable Product.

Products Covered:

- Liebert Three-Phase AC Power Products
- Energy Systems DC Power Products

Terms of Limited Warranty:

As provided herein, Vertiv warrants that during the Warranty Period (as defined below):

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Seller's final invoices, and to applicable Seller Product brochures and manuals current as of the date of Product shipment ("Descriptions")

Warranty Period:

- Liebert Three-Phase AC Power Products: A period of one (1) year from product start-up and commissioning performed by Vertiv personnel, which period shall expire no later than eighteen (18) months from the Product shipment date. Product shipment date is determined only from the bill of lading.
- Energy Systems DC Power Products: A period of one (1) year from product shipment date. Product shipment date is determined only from the bill of lading.

If any part or portion of the Vertiv Product fails to conform to the Warranty within the Warranty Period, Vertiv, at its option, will furnish new or factory remanufactured Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Vertiv does not control the use of any Product and, accordingly, materials classified as "Descriptions" are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Who is Covered:

This Warranty extends to the original end-user (the "User") and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Seller. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Seller assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Seller Product and which are assignable, but Seller makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Warranty Claims Procedure and Services:

Within thirty (30) days after User's discovery of a defect, User must contact Seller at (800) 543-2378 and provide all material information relating to such alleged defect.

For Vertiv Product: Subject to Product start-up and commissioning by Seller Personnel and the other limitations specified herein, a Seller field service representative will repair the non-conforming Seller Product warranted hereunder, without charge for material or labor. Warranty coverage will be extended only after Seller's inspection confirms the claimed defect and shows no signs of treatment or use voiding the coverage of this Warranty. All defective Products and component parts replaced under this Warranty become the property of Seller. Seller may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Seller's opinion, such work can be performed in less time, with less expense, or in closer proximity to the Seller Product. For Energy Systems Product: Seller, in its sole discretion, shall either repair or replace defective Products. For Products to be repaired, Seller will issue a RETURN MATERIALS AUTHORIZATION ("RMA") number. The RMA number must appear on the packing slip, proof of purchase, AND ON THE OUTSIDE OF EACH SHIPPING CARTON for any authorized returned Product. Seller will designate a shipping address ("Ship To Address") that must be used for each authorized returned Product. The User shall pay all freight charges to the designated Ship To Address for each authorized returned Product. Unauthorized returns or collect shipments will be refused.

Items Not Covered:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-Seller designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Seller's recommendations or specifications, or in any event if the Seller serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation, arising from the replacement of the Seller Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, are not covered by this Warranty. Batteries in Vertiv battery cabinets are warranted separately.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment, (2) if applicable, Product start-up and commissioning performed by a third party other than Seller and/or its authorized representatives, and (3) if the Product contains an internal battery, User allows such battery to discharge below the minimum battery voltage cutoff point or if the User does not start recharging a discharged, or partially discharged, battery within forty-eight (48) hours of the discharge period. No salesperson, employee or agent of Seller is authorized to add to or vary the terms of this Warranty. Seller retains the right to cancel the Warranty, subject to reinstatement at Seller's sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, in writing and signed by a Seller officer.

Other Limitations:

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE SELLER PRODUCT AS SET FORTH HEREIN. IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, SELLER'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL SELLER ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.

This application must be filed or postmarked with your city or county assessor on or before February 1 of the assessment year. Contact information for all assessors can be found at the Iowa State Association of Assessors website: iowa-assessors.org.

Print property information

Parcel number: 08.34.152.003
Owner: Carl Hentsch & Matthew Roberts
Property location address: 309 1st Ave W
City: Newton State: Iowa ZIP: 50208
Property owner mailing address: 309 1st Ave W
City: Newton State: Iowa ZIP: 50208
Phone: 319-800-9082 Email: ch75170@gmail.com

Print applicant information

Name: Carl Hentsch
Applicant mailing address: 309 1st Ave W
City: Newton State: Iowa ZIP: 50208
Phone: 319-800-8092 Email: ch75170@gmail.com

Existing property class:

Industrial: Agricultural: Residential:

Additional property tax relief or financial assistance allowed:

No Yes (If yes, attach documentation.)

Completion date: _____ Cost: \$ _____

Attach any plans or blueprints: Included: On file with the assessor:

Include documents previously filed and approved by State Historical Office.

Included: On file with the assessor:

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and, to the best of my knowledge and belief, it is true, correct, and complete.

Applicant signature: Carl Hentsch Date: 07/19/2023

ASSESSOR USE ONLY

Application received: July 19, 2023 Priority assigned: 1 2 3 4

District: _____ Parcel number: _____

I hereby certify that the above property is eligible to receive the tax exemption as provided by Iowa Code section 427.16.

Assessor: _____ Date: _____

Annual report of exemptions must be sent to County Auditor by July 1 each year.

Not eligible - did not meet the requirements.

“Historical property” means any of the following:

- Property in Iowa listed on the National Register of Historic Places
- A historical site as defined in Iowa Code section 303.2
- Property located in an area of historical significance as defined in Iowa Code section 303.20
- Property located in an area designated as an area of historic significance under Iowa Code section 303.34
- Property designated a historic building or site as approved by a county or municipal landmark ordinance

The exemption application shall include an approved application for certified substantial rehabilitation from the state historic preservation officer and documentation of additional property tax relief or financial assistance currently allowed for the real property.

A property may receive the exemption for not more than four years.

The board of supervisors shall annually designate real property in the county for a historic property tax exemption.

A tax exemption granted under this section is valid if the property continues to be certified by the state historic preservation officer. If the property is sold or transferred, the buyer or transferee is not required to refile for the tax exemption for the year in which the property is purchased or transferred.

Site Inventory Form

State Historical Society of Iowa

(November 2005)

State Inventory No. **50-01699**

New Supplemental

Part of a district with known boundaries (enter inventory no.) 50-01703

Relationship: Contributing Noncontributing

Contributes to a potential district with yet unknown boundaries

National Register Status:(any that apply) Listed De-listed NHL DOE

9-Digit SHPO Review & Compliance (R&C) Number _____

Non-Extant (enter year) ____

1. Name of Property

historic name Smead, C.C., Dr., House

other names/site number _____

2. Location

street & number 309 1st Ave. W.

city or town Newton

vicinity, county Jasper

Legal Description: (If Rural) Township Name _____

Township No. _____

Range No. _____

Section _____ Quarter of Quarter _____

(If Urban) Subdivision Original Town

Block(s) 18

Lot(s) 2

3. State/Federal Agency Certification [Skip this Section]

4. National Park Service Certification [Skip this Section]

5. Classification

Category of Property (Check only one box)

building(s)

district

site

structure

object

Number of Resources within Property

If Non-Eligible Property

Enter number of:

— buildings

— sites

— structures

— objects

— Total

If Eligible Property, enter number of:

Contributing Noncontributing

1

—

—

—

1

— buildings

— sites

— structures

— objects

— Total

Name of related project report or multiple property study (Enter "N/A" if the property is not part of a multiple property examination).

Title

Downtown Newton, Iowa

Historical Architectural Data Base Number

50-010

6. Function or Use

Historic Functions (Enter categories from instructions)

Current Functions (Enter categories from instructions)

01A01 DOMESTIC/residence

01A01 DOMESTIC/residence

0101B DOMESTIC/Multiple Dwelling

—

02B03 COMMERCE/Professional/law office

—

7. Description

Architectural Classification (Enter categories from instructions)

Materials (Enter categories from instructions)

09A06 OTHER/2-story, hipped roof

foundation _____

walls (visible material) 15B SYNTHETICS/vinyl

roof 08A ASPHALT/shingle

other _____

Narrative Description (SEE CONTINUATION SHEETS, WHICH MUST BE COMPLETED)

8. Statement of Significance

Applicable National Register Criteria (Mark "x" representing your opinion of eligibility after applying relevant National Register criteria)

Yes No More Research Recommended

Yes No More Research Recommended

Yes No More Research Recommended

Yes No More Research Recommended

A Property is associated with significant events.

B Property is associated with the lives of significant persons.

C Property has distinctive architectural characteristics.

D Property yields significant information in archaeology or history.

County Jasper
City Newton

Address 309 1st Ave. W.

Site Number 50-01699
District Number 50-01703

Criteria Considerations

- A Owned by a religious institution or used for religious purposes.
- B Removed from its original location.
- C A birthplace or grave.
- D A cemetery
- E A reconstructed building, object, or structure.
- F A commemorative property.
- G Less than 50 years of age or achieved significance within the past 50 years.

Areas of Significance (Enter categories from instructions)

07 COMMUNITY PLANNING & DEVELOPMENT

Significant Dates

Construction date
1901 check if circa or estimated date
Other dates, including renovation

Significant Person

(Complete if National Register Criterion B is marked above)

Architect/Builder

Architect

Builder

Narrative Statement of Significance (SEE CONTINUATION SHEETS, WHICH MUST BE COMPLETED)

9. Major Bibliographical References

Bibliography See continuation sheet for citations of the books, articles, and other sources used in preparing this form

10. Geographic Data

UTM References (OPTIONAL)

Zone	Easting	Northing	Zone	Easting	Northing
1	—	—	2	—	—
3	—	—	4	—	—

See continuation sheet for additional UTM references or comments

11. Form Prepared By

name/title Kathy Jones, Commissioner/Alexa McDowell, Architectural Historian
organization Newton Historic Preservation Commission
street & number 101 W. 4th St. S.
city or town Newton state Iowa date 06/07/2012
telephone 641-792-2787 zip code 50208

ADDITIONAL DOCUMENTATION (Submit the following items with the completed form)

FOR ALL PROPERTIES

- Map:** showing the property's location in a town/city or township.
- Site plan:** showing position of buildings and structures on the site in relation to public road(s).
- Photographs:** representative black and white photos. If the photos are taken as part of a survey for which the Society is to be curator of the negatives or color slides, a photo/catalog sheet needs to be included with the negatives/slides and the following needs to be provided below on this particular inventory site:

Roll/slide sheet #	___	Frame/slot #	___	Date Taken	___
Roll/slide sheet #	___	Frame/slot #	___	Date Taken	___
Roll/slide sheet #	___	Frame/slot #	___	Date Taken	___

- See continuation sheet or attached *photo & slide catalog sheet* for list of photo roll or slide entries.
- Photos/illustrations without negatives are also in this site inventory file.

FOR CERTAIN KINDS OF PROPERTIES, INCLUDE THE FOLLOWING AS WELL

- Farmstead & District:** (List of structures and buildings, known or estimated year built, and contributing or noncontributing status)
- Barn:**
 - A sketch of the frame/truss configuration in the form of drawing a typical middle bent of the barn.
 - A photograph of the loft showing the frame configuration along one side.
 - A sketch floor plan of the interior space arrangements along with the barn's exterior dimensions in feet.

State Historic Preservation Office (SHPO) Use Only Below This Line

Concur with above survey opinion on National Register eligibility: Yes No More Research Recommended
 This is a locally designated property or part of a locally designated district.

Comments: _____

Evaluated by (name/title): _____ Date: _____

Page 1

Smead, C.C., Dr., House	Jasper
Name of Property	County
309 1st Ave. W.	Newton
Address	City

7. Description

Site Description

The residence is sited on the south side of 1st Ave. W., southwest of the city square, at the western edge of the historic downtown of Newton, Iowa in Jasper County with its façade facing north. The building is bounded on the east by a one-story commercial building dating to the mid-20th century and on the west by an alley. A large yard and a small garage are on the south of the residence. A public sidewalk provides access to the residence's entrance on the north.

Property Description

The residence is a large, two-story, woodframe building. The house's visual character is defined by its scale, nearly cubical form, and steeply pitched, hip roof with attic dormers. Although categorized here as an American Foursquare, the house pre-dates the period (1910-1925) most commonly associated with that form – its extra width an indication of a late 19th or early 20th century construction date.

Although historically sheathed in wood lap siding, the house is now covered in vinyl. Other apparent changes include the enclosure of the large front porch and the replacement of some of the historic windows.

Integrity Considerations

The residence retains a good level of historic integrity related to design, workmanship, and materials. The retention of the building form and hip roof are central to our understanding of the historically nature of the property. The window replacement and introduction of non-historic siding diminishes integrity of materials.

The retention of original site within the Newton commercial area and in close proximity to the County Courthouse square results in a high level of integrity as it relates to location, association and setting.

8. Statement of Significance

The residence is considered a contributing resource to the Newton Downtown Historic District. The building is eligible under Criterion A in association with the history of Newton community planning and development, significant in its ability to contribute to our understanding of the evolution of the business district, specifically how the composition of the commercial area developed over time from one with a variety of property types (including residences) represented to one dominated by commercial buildings.

Historical Background

Newton was platted as the Jasper County seat in 1847. The commercial district grew up around the courthouse square with the earliest buildings, which commonly housed both commerce and dwellings, constructed of wood. The development of the downtown from its platting in 1846 to c.1890 is tied to its

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Smead, C.C., Dr., House	Jasper
Name of Property	County
309 1st Ave. W.	Newton
Address	City

8. Statement of Significance, cont'd.

status as the county seat and the 1867 arrival of the Mississippi-Missouri Railroad. The character of the commercial downtown is recorded in images of the contiguous brick commercial Italianate buildings surrounding the courthouse square.

Beginning in the 1890s, it was industry, specifically the washing machine industry, that drove Newton's economy and the commercial success of its downtown. Due to the success and longevity of the Maytag Company, its history presents the greatest impact on Newton's downtown commercial district. From 1890-1920, a period in Maytag history marked by the company's incorporation and the development of the first electrically powered washing machine, a number of significant buildings were constructed in the Newton Downtown District. The addition of these buildings (and others) introduced a 20th century architectural sensibility to the district; moving the visual character away from the Late Victorian era Italianate style that had previously dominated the streetscapes.

During the decade of 1920 to 1930, Newton's population nearly doubled. The period is marked by the Maytag Company's ascension to the nation's leading manufacturer of washing machines. The economic prosperity brought by the company's success is reflected in the Newton Downtown Historic District with the construction of some of its most important buildings including the First Newton National Bank (1920) and the Maytag Hotel (1926). Both buildings lend a sense of importance to the downtown district.

The visual character and composition of the downtown district remained generally constant through the Depression era and war years – a period when industry and commerce (including the Maytag Company) were focused on surviving and on supporting the war effort. The boom that came in the wake of Maytag's 1946 introduction of the automatic washing machine was apparent in the Newton Downtown Historic District by the mid-1950s. Between about 1954 and 1963 the downtown buildings underwent dramatic alteration, a nearly wholesale removal of the Italianate façades and replacement with those reflecting a mid-20th century Modern aesthetic. Buildings altered during that period line the streetscapes of the district. In addition to the Victorian era buildings that were re-faced during this time, a number of new buildings were constructed, their stylistic character reflective of the era.

Although the washing machine industry in Newton is now a thing of the past, its mark on the Newton Downtown Historic District is undeniable.

Property History

Fire insurance maps indicate that the house at 309 1st Ave. W. was constructed between 1900 and 1906 on a site occupied by a residence dating to the 1880s.

The house was the home to two of Newton's doctors, Dr. C.C. Smead in the 1910s and Dr. Leslie L. Smead in late 1930-1950s. For a brief period in the early-1930's a business known as Bert Simmons Garage was listed on the property.

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State Historical Society of Iowa
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Continuation Sheet

Site Number 50-01699
Related District Number 50-01703

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Smead, C.C., Dr., House	Jasper
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8. Statement of Significance, cont'd.

This property was a residential property until ca. 1953, when T.H. Ragsdale changed the use of the house into four apartments known as the Ragsdale Apartments.

In 1988, Ben Clayton and Jim Cleverly obtained the house and had the interior remodeled for their law office. The house served as a law office for several years, but since 2000, the city directories list it as a residential home.

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Smead, C.C., Dr., House	Jasper
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309 1st Ave. W.	Newton
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11. Additional Documentation – Maps

USGS 7.5 MINUTE TOPOGRAPHIC MAP – NEWTON QUAD (1965)



(MAP SOURCE: www.trails.com)

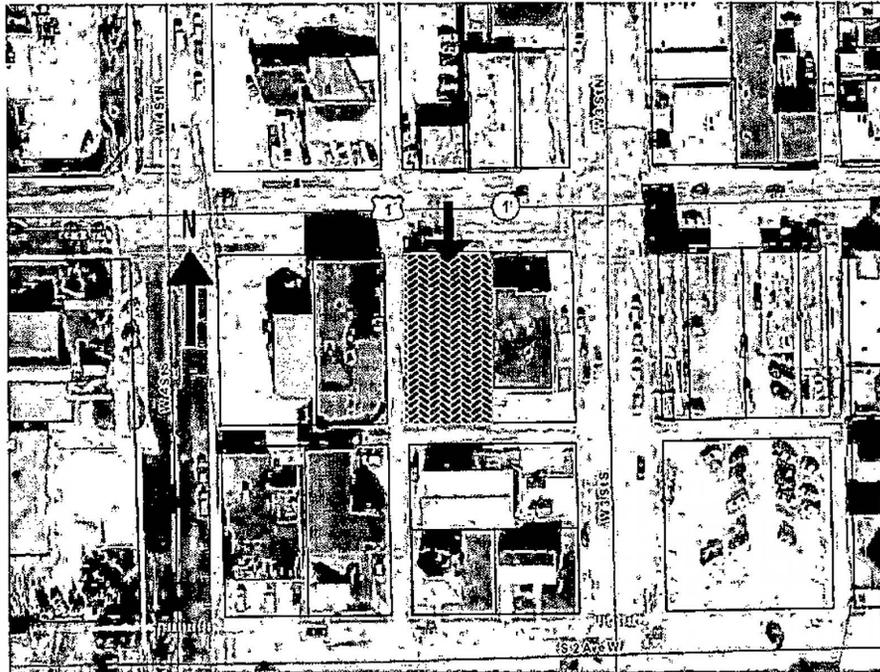
The location of the Newton Downtown Historic District, within which the resource is sited, is indicated.

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Smead, C.C., Dr., House	Jasper
Name of Property	County
309 1st Ave. W.	Newton
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11. Additional Documentation – Maps

ASSESSORS PARCEL MAP – 2011



(MAP SOURCE: <http://www.beacon.schneidercorp.com>. Accessed September 2011)

The location of the resource is indicated.

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Smead, C.C., Dr., House

Jasper

Name of Property

County

309 1st Ave. W.

Newton

Address

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11. Additional Documentation, cont'd.

PHOTOGRAPHS



View of the resource, looking southwest across 1st Ave. W.

(Images by Susan Smith for the Newton Historic Preservation Commission, September 2011.)

Iowa Site Inventory Form
Continuation Sheet

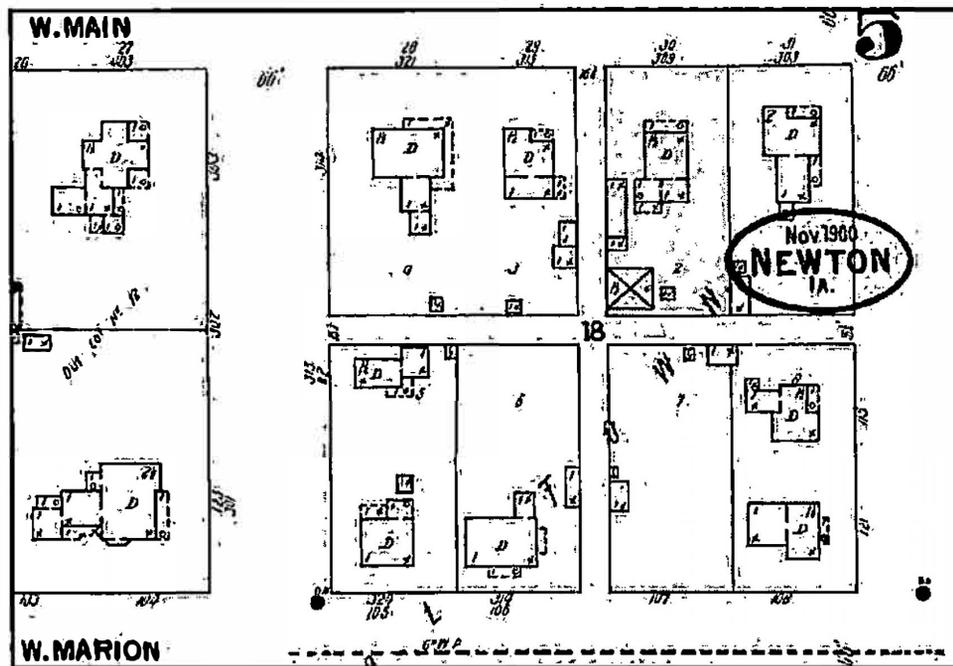
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Smead, C.C., Dr., House
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County
Newton
City

11. Additional Documentation cont'd.

SANBORN FIRE INSURANCE MAP – 1900



(SOURCE: <http://www.cbpl.lib.ia.us>.)

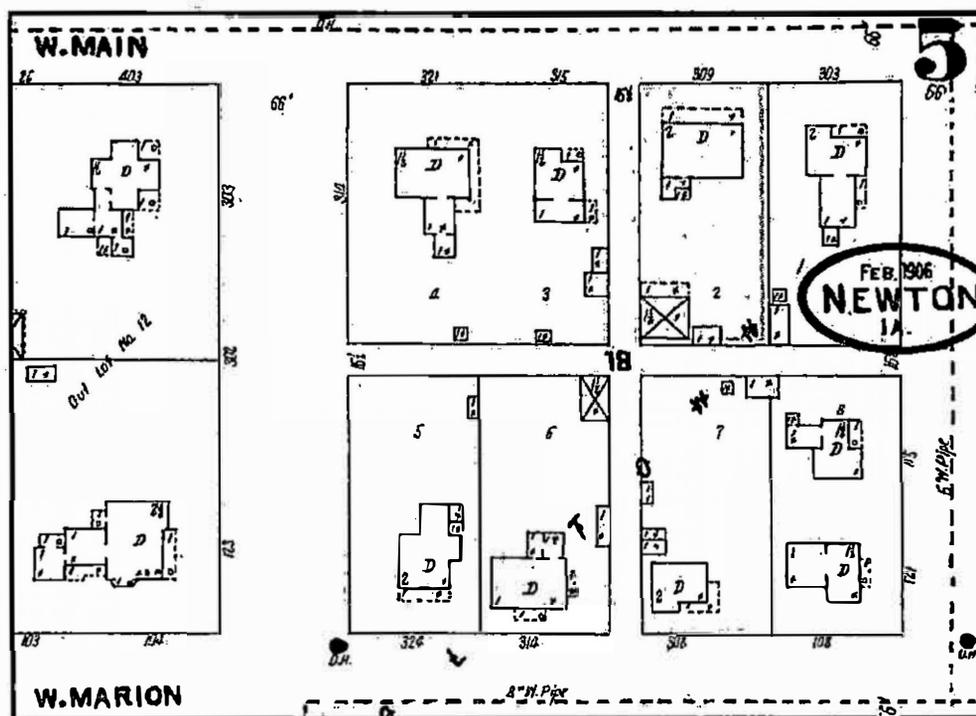
As the 1900 fire insurance map indicates, a residence was located on the site (indicated).
Earlier Sanborns record a residence with this footprint on the lot by the late 1880s.

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Smead, C.C., Dr., House	Jasper
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11. Additional Documentation cont'd.

SANBORN FIRE INSURANCE MAP – 1906



(SOURCE: <http://www.cbpl.lib.ia.us.>)

The footprint of the present house (indicated) first appears on the 1906 fire insurance map.

Iowa Department of Cultural Affairs
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Iowa Site Inventory Form
Continuation Sheet

Site Number **50-01699**
Related District Number **50-01703**

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Smead, C.C., Dr., House	Jasper
Name of Property	County
309 1st Ave. W.	Newton
Address	City

9. Reference Resources

Assessor's Record. <http://www.beacon.schneidercorp.com>.

Jasper County Genealogical Society.

Newton Public Library

Jasper County Assessor Office

Newton City Office

Sanborn Fire Insurance Maps. <http://www.cbpl.lib.ia.us>.

State Historic Preservation Office of Iowa.

Resource database. Berry Bennett, Resource Coordinator.

NWST 08.27.327.003
24 JAN 24 4:16PM



**Historic Property Rehabilitation
Property Tax Exemption**
Iowa Code section 427.16

This application must be filed or postmarked with your city or county assessor on or before February 1 of the assessment year. Contact information for all assessors can be found at the Iowa State Association of Assessors website: iowa-assessors.org.

Print property information

Parcel number: 08.27.327.003
Owner: TIMOTHY V. OWENS & BRENDA D. OWENS
Property location address: 322 N. 8TH AVE. E.
City: NEWTON State: IOWA ZIP: 50208
Property owner mailing address: 322 N. 8TH AVE. E.
City: NEWTON State: IOWA ZIP: 50208
Phone: 641-791-3691 Email: OWENS9GRAPHICS@WINDSTREAM.NET

Print applicant information

Name: TIMOTHY V. OWENS & BRENDA D. OWENS
Applicant mailing address: 322 N. 8TH AVE. E.
City: NEWTON State: IOWA ZIP: 50208
Phone: 641-791-3691 Email: OWENS9GRAPHICS@WINDSTREAM.NET

Existing property class:

Industrial: Agricultural: Residential:

Additional property tax relief or financial assistance allowed:

No Yes (If yes, attach documentation.)

Completion date: _____ Cost: \$ _____

Attach any plans or blueprints: Included: On file with the assessor:

Include documents previously filed and approved by State Historical Office.

Included: On file with the assessor:

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and, to the best of my knowledge and belief, it is true, correct, and complete.

Applicant signature: Timothy V. Owens Date: 1/24/2024

ASSESSOR USE ONLY

Application received: 1-24-2024 Priority assigned: 1 2 3 4

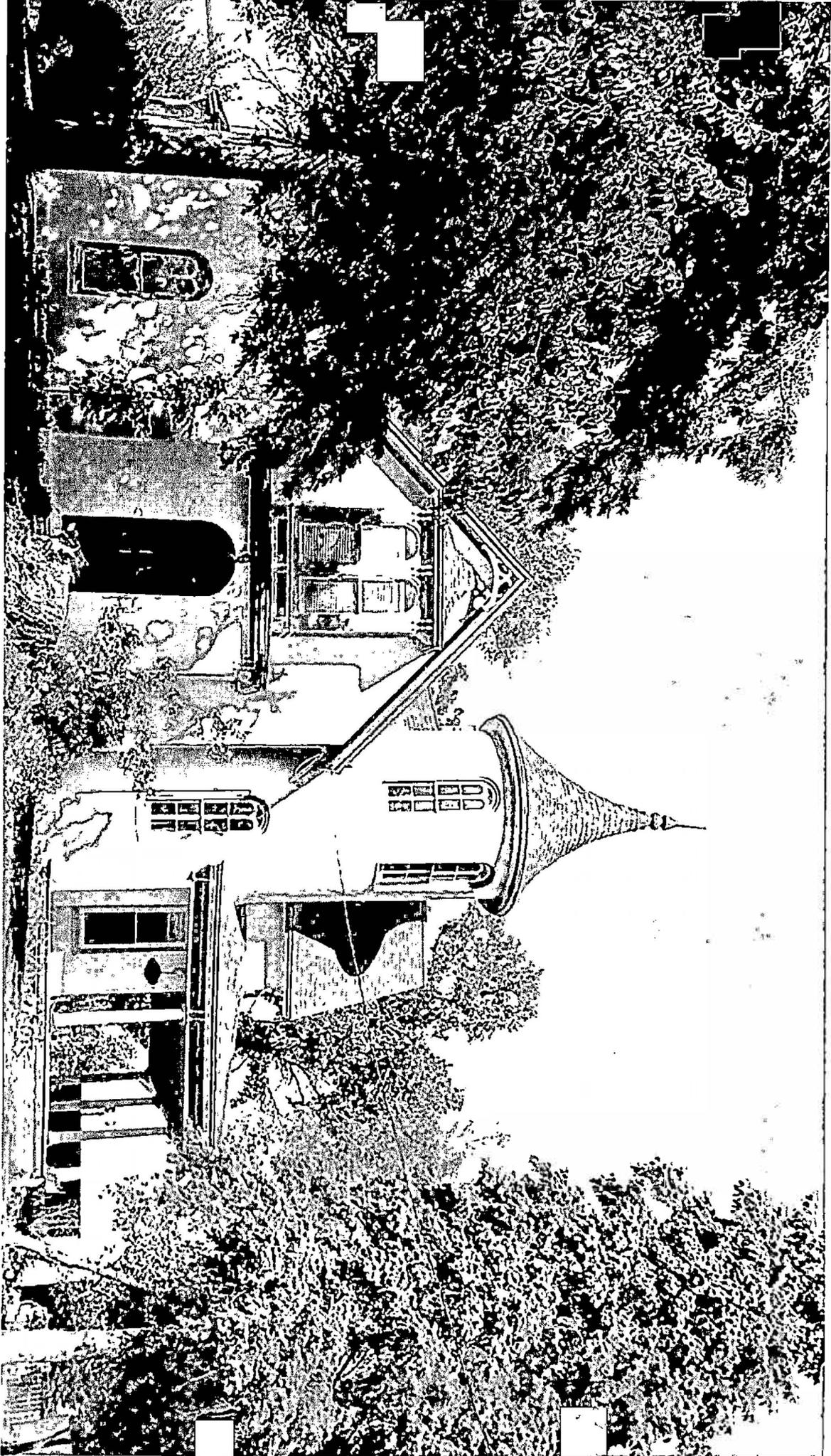
District: _____ Parcel number: _____

I hereby certify that the above property is eligible to receive the tax exemption as provided by Iowa Code section 427.16.

Assessor: _____ Date: _____

Annual report of exemptions must be sent to County Auditor by July 1 each year.

Not eligible - did not meet the requirements





State of Iowa
Iowa State Historical Department • Office of Historical Preservation

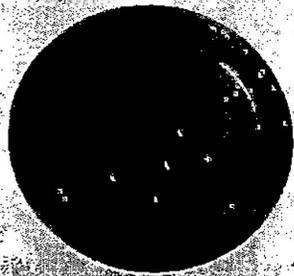
This certifies that

Thomas Arthur House

has been entered in

THE NATIONAL REGISTER OF HISTORIC PLACES

This action was taken under the provisions of the National Historic Preservation Act
of October 15, 1966 and Chapter 303, the Code of Iowa.



Governor of Iowa

Adrian W. Anderson
State Historic Preservation Officer



LL-FLOODROCK(FY25)--73-50

**Jasper County
Bid Tabulation**

Project Award Amount: \$613,750.00

Route:

Location: Hwy 65/330 Stockpile

Work Type: Granular Material

Letting Date: 6/20/2024 02:00 PM

Approximate Start Date: 7/8/2024

Contract Period: 45 Work Days

Award Recommendation: Martin Marietta

Rank	Contractor	Total Bid	Percent of Estimate	% Over Low Bid
1	Martin Marietta	\$613,750.00	102.29%	0.00%
2	BRUENING ROCK PRODUCTS, INC	\$649,750.00	108.29%	5.87%

LL-FLOODROCK(FY25)--73-50

Jasper County

Bid Tabulation

				Engineer's Estimate		Martin Marietta 11252 Aurora Ave Des Moines, IA 50322		BRUENING ROCK PRODUCT... 900 MONTGOMERY STREET DECORAH, IA 52101-0000	
Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1. 2599-9999020 1-1 1/8" Granular Roadstone	25,000.000	TON	\$24.00	\$600,000.00	\$24.55	\$613,750.00	\$25.99	\$649,750.00	
Contract Totals				\$600,000.00		\$613,750.00		\$649,750.00	
Percent of Estimate				100.00%		102.29%		108.29%	

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LL-FLOODROCK(FY25)--73-50

Type of Work: Granular Material

System: Local

Miles: 0.000

Location and Description : : Hwy 65/330 Stockpile

This stockpile location will only hold about half of the amount needed, so we will coordinate getting the rest of the material needed as we have the space available.

Proposal of: Martin Marietta
 Name of Bidder
11252 NW Aurora Ave
 Street Address
Urbandale IA 50322
 City State Zip Code
56-1848578
 Federal Tax I.D. Number
515-204-8320 — MILES.FogekondMartinMarietta.COM
 Phone Fax Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Work Days	Date Type	Date	Liquidated Damages Per Day
45	Approximate Start Date	7/8/2024	\$0.00
Proposal Guaranty: \$0.00			

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

Charlie Beckler 6-17-24
 Signature Date

 Signature Date

Date of Letting: Thursday, June 20, 2024, 02:00 PM, Engineer's Office, Newton, Iowa

 Chairperson: Brandon Talsma Date Attest: Jenna Jennings Date
 County Auditor

SCHEDULE OF PRICES -- PROPOSAL
Jasper County, Iowa -- Project LL-FLOODROCK(FY25)--73-50

Type of work : Granular Material

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Bidder shall show unit price and extension for each item and total for each division.

Item Number	Description	Units	Quantity	Unit Price	Total
Hwy 65/330 Stockpile					
1. 2599 - 9999020	1-1 1/8" Granular Roadstone	TON	25000.000	\$24.55	\$613,750.00
Total Bid				\$613,750.00	

Bids will be presented at the Board of Supervisors meeting on Tuesday, June 25th.

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LL-FLOODROCK(FY25)--73-50

Type of Work: Granular Material

System: Local

Miles: 0.000

Location and Description : : Hwy 65/330 Stockpile

This stockpile location will only hold about half of the amount needed, so we will coordinate getting the rest of the material needed as we have the space available.

Proposal of: Bruening Rock Products, Inc.
 Name of Bidder
900 Montgomery Street
 Street Address
Decorah IA 52101
 City State Zip Code
42-0632195
 Federal Tax I.D. Number
563-382-2933 563-382-8375 ceb@brueningrock.com
 Phone Fax Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Work Days	Date Type	Date	Liquidated Damages Per Day
45	Approximate Start Date	7/8/2024	\$0.00

Proposal Guaranty: \$0.00

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

Phil E. Borsheim Bruening Rock Products, Inc. 06/19/2024
 Signature Date

 Signature Date

Date of Letting: Thursday, June 20, 2024, 02:00 PM, Engineer's Office, Newton, Iowa

Chairperson: Brandon Talsma Date _____ Attest: Jenna Jennings Date _____
 County Auditor

SCHEDULE OF PRICES -- PROPOSAL

Jasper County, Iowa -- Project LL-FLOODROCK(FY25)--73-50

Type of work : Granular Material

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Bidder shall show unit price and extension for each item and total for each division.

Item Number	Description	Units	Quantity	Unit Price	Total
Hwy 65/330 Stockpile					
1. 2599 - 9999020	1-1 1/8" Granular Roadstone	TON	25000.000	25.99	649,750. ⁰⁰
				Total Bid	649,750. ⁰⁰

Bids will be presented at the Board of Supervisors meeting on Tuesday, June 25th.

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

BRIDGE AND APPROACHES - CCS
LETTING DATE: NOVEMBER 19, 2024
PROJECT NO. BROS-5110(602)--8J-50
JASPER COUNTY

STANDARD ROAD PLANS
STANDARD ROAD PLANS ARE LISTED ON SHEET 11.

SECTION 404 PERMIT AND CONDITIONS
CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT 5, PERMIT NO. 2023-0566. A COPY OF THIS PERMIT IS AVAILABLE FROM THE IOWA DOT WEBSITE (<http://www.enrpermits.iowadot.gov/>). THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.

THIS PROJECT IS COVERED BY IOWA DNR FLOODPLAIN DEVELOPMENT PERMIT NO. FP 2023-0780FP-01, DATED: 08-25-2023



PLANS OF PROPOSED IMPROVEMENT ON THE
URBAN ROAD SYSTEM

JASPER COUNTY

CITY OF MINGO

PROJECT NO. BROS-5110(602)--8J-50
BRIDGE AND APPROACHES - CCS
IN THE CITY OF MINGO, ON N E ST, OVER SMALL NATURAL STREAM,
FROM E MAIN ST N 0.2 MILES S3 T80 R21

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONS OF GENERAL PERMIT NO. 2 AND THE STORM WATER POLLUTION PREVENTION PLAN WHICH IS A PART OF THESE CONTRACT DOCUMENTS. REFER TO SECTION 2602 OF THE STANDARD SPECIFICATIONS FOR ADDITIONAL INFORMATION.

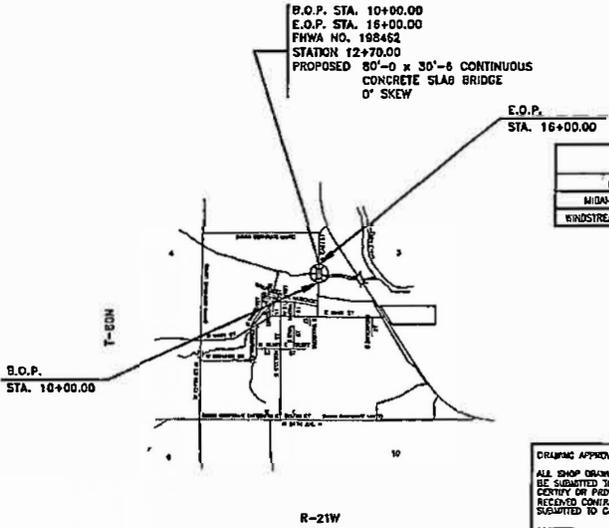
MILEAGE SUMMARY:
STA. 10+00.00 TO STA. 16+00.00 = 600.00 LN.FT. = 0.1136 MILES

2021, TRAFFIC COUNT = 368 V.P.D.

UTILITY CONTACTS				
COMPANY	UTILITY	CONTACT	PHONE #	EMAIL
MIDAMERICAN ENERGY	ELECTRIC	JAMIE NEUR	515-292-6872	MIDAMERICAN@MIDAMERICAN.COM
BINDSTREAM COMMUNICATIONS	COMMUNICATIONS	LOCATE DESK	800-223-1801	LOCATE.DESK@BINDSTREAM.COM

1-800-292-8989
www.iowaonecall.com

DRAWING APPROVAL
ALL SHOP DRAWINGS AND ENGINEER DRAWINGS THAT REQUIRE APPROVAL SHALL BE SUBMITTED TO AND APPROVED BY THE CONTRACTOR, WHO SHALL STAMP, CERTIFY OR PROVIDE OTHER SUCH EVIDENCE ON THE DRAWINGS THAT THEY HAVE RECEIVED CONTRACTOR APPROVAL. THE APPROVED DRAWINGS SHALL THEN BE SUBMITTED TO CALHOUN-BURNS AND ASSOCIATES, INC. FOR REVIEW AND APPROVAL.
ADDRESS: 1500 30TH STREET, WEST DES MOINES, IOWA 50268
TELEPHONE: (515) 224-4344
FAX: (515) 224-1383
SHOP DRAWINGS SHALL BE INDEPENDENT DRAWINGS WITH ADEQUATE PROVISIONING FOR FABRICATION OF INDIVIDUAL PIECES OF EACH COMPONENT. PHOTOGRAPHS OF PLAN DRAWINGS AND NON-CONTRACTOR APPROVED PLANS WILL BE REJECTED. THESE DRAWINGS SHALL NOT BE SENT TO IOWA D.O.T. OFFICE OF BRIDGES AND STRUCTURES.



PROJECT NO. BROS-5110(602)--8J-50
FHWA NO. 198462
COUNTY BR. NO. F04

- INDEX OF SHEETS**
- TITLE SHEET
 - QUANTITY SUMMARY
 - SITUATION PLAN
 - GENERAL PLAN
 - GENERAL NOTES
 - POLLUTION PREVENTION PLAN
 - SOUNDING DATA
 - SUPERSTRUCTURE DETAILS
 - TYPICAL SECTIONS
 - TABULATIONS
 - CROSS SECTIONS

IOWA DEPARTMENT OF TRANSPORTATION STANDARDS REQUIRED	
STANDARD	LATEST REVISION
100-01-08	08-20
100-01A-08	08-20
100-01E-08	08-20
100-02-08	08-20
100-03-08	08-20
100-04-08	08-20
100-05-08	08-20
100-06-08	08-20
100-07-08	08-20
100-08-08	08-20
100-09-08	08-20
100-10-08	08-20
100-11-08	08-20
100-12-08	08-20
100-13-08	08-20
100-14-08	08-20
100-15-08	08-20
100-16-08	08-20
100-17-08	08-20
PLAN	03-21

THESE SHEETS MAY BE OBTAINED AT THE ELECTRONIC REFERENCE LIBRARY WEBSITE. <http://www.iowadot.gov/enr/index.html>

INDEX OF SEALS		
SHEET NO.	NAME	TYPE
20 BROS-5110(602)	JAMES S. NELSON	STRUCTURAL DESIGN
7	JAMES S. NELSON	STRUCTURAL DESIGN
	DAVID LOGEMANN	SEALS



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
DATE: 6/12/24
JULI A. REDMOND, P.E.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024.
PAGE OR SHEETS COVERED BY THIS SEAL:
16 AND 9-16 OF 16

CITY OF MINGO, IOWA	
MAYOR	BOB PERRY
COUNCIL	GARY BARTELS CORY BODE KRISTEN CROZIER MELANIE COALEY-PLEGGENKULME SHERI PHELPS
CLERK	SONDRA KENNEY
APPROVED: MAYOR	ATTEST: CLERK
BOB PERRY	SONDRA KENNEY

APPROVED	
JASPER COUNTY ENGINEER	DATE
BOARD OF SUPERVISORS	DATE

Attest: Jenna Jennings
County Auditor
Date

LETTING DATE: NOVEMBER 19, 2024
 PROJECT NUMBER: FM-C050(140)--55-50
 JASPER COUNTY HMA PAVEMENT - FULL DEPTH RECLAMATION

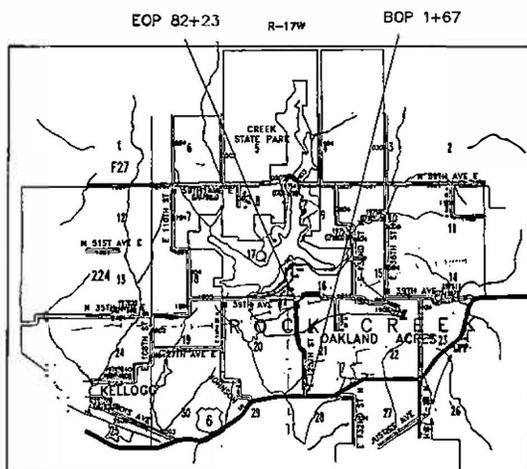
LEGEND

- DIVIDED HIGHWAY
- PAVED ROAD
- BITUMINOUS ROAD
- GRAVEL ROAD
- EARTH ROAD

- INTERSTATE HIGHWAY
- UNITED STATES HIGHWAY
- STATE HIGHWAY
- COUNTY HIGHWAY

- RAILROAD
- AIRPORT
- HYDROLOGY
- BRIDGE

- STATE BOUNDARY
- COUNTY BOUNDARY
- CORPORATE LIMIT LINE
- TOWNSHIP LINE
- SECTION LINE



PROJECT LOCATION
VICINITY MAP



SCALES: AS NOTED
2022 ADT 310 V.P.D.

JASPER COUNTY

IOWA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
PLANS OF PROPOSED IMPROVEMENT ON THE

FARM TO MARKET SYSTEMS
JASPER COUNTY

FM-C050(140)--55-50

HMA PAVEMENT - FULL
DEPTH RECLAMATION

ON E 125TH ST. N FROM US 6 N
1.6 MILES TO N 39TH AVE E

Refer to the Proposal Form for list of applicable specifications.

VALUE ENGINEERING SAVES. REFER TO ARTICLE 1105.13 OF SPECIFICATIONS.

THIS ROAD WILL BE CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.08 OF THE CURRENT STANDARD SPECIFICATIONS.

Traffic control devices, procedures, layouts, signing, and pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" as adopted by the Department per 761 of the Iowa Administrative Code (IAC) chapter 130.

THIS PROJECT IS NOT COVERED BY AN IOWA DEPARTMENT OF NATURAL RESOURCES NPDES PERMIT.

Approved	Date
Board of Supervisors	

Attest:
Jenna Jennings
County Auditor



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

BY: _____ DATE: _____

MICHAEL J. FRIETSCH, PE 26831
MY LICENSE RENEWAL DATE IS DEC. 31, 2024
SHEETS COVERED BY THIS SEAL: A.01-E.01

TOTAL SHEETS
7

INDEX OF SHEETS	
NO.	DESCRIPTION
A.01	TITLE SHEET
B.01	GENERAL NOTES AND QUANTITIES
C.01-C.02	EXISTING AND TYPICAL CROSS SECTIONS
D.01	TRAFFIC CONTROL PLAN
E.01	PAVEMENT MARKINGS

TRAFFIC CONTROL PLAN	
ROADWAY WILL NOT BE OPEN TO TRAFFIC. THE CONTRACTOR SHALL INSTALL BARRICADES AND SAFETY FENCING AROUND THE CONSTRUCTION OPERATIONS AS NECESSARY TO PROTECT THE PUBLIC.	

MILEAGE SUMMARY			
DIV.	LOCATION	LN. FT.	MILES
	BOP 1+67	EOP 82+23	8056 1.5

STANDARD ROAD PLANS			
THE FOLLOWING STANDARD PLANS SHALL BE CONSIDERED APPLICABLE TO CONSTRUCTION WORK ON THIS PROJECT			
STANDARD	DATE	STANDARD	STANDARD
PM-11D	04-18-24		
PV-3	04-16-19		
PV-301	04-21-20		
TC-252	04-21-20		

UTILITY CONTACTS				
COMPANY	UTILITY	CONTACT	PHONE	E-MAIL
IOWA REGIONAL UTILITY ASS.	WATER	MICHAEL MADREN		MMADREN@RUA.NET
CENTURLINK	COMM.	DWAYNE REINEKE	515-360-8461	DEWAYNE.REINEKE@IOWAENR.COM
CENTURLINK	COMM.	PAT CAIRNS	515-263-7305	PAT.CAIRNS@IOWAENR.COM
MIDAMERICAN ENERGY	ELEC.	CRYSTAL MCKEE	515-252-6707	



PROJECT NUMBER: FM-C050(140)--55-50

SHEET A.01

Resolution _____

STATE OF IOWA
Jasper County



TRANSFER ORDER

\$1,028,564.04

Newton, Iowa, June 25, 2024

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One million twenty eight thousand five hundred sixty four and 04/100***dollars

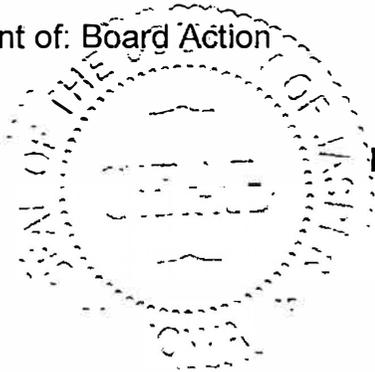
From: 0001- General
Fund

To: Various Funds
(See list below)

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action



By Order of Board of Supervisors.

Supervisor

Attest

NO. 1522

Treasurer

Auditor/Designee

From Fund	To Fund	Amount
0001- General Fund	0305 - ALS Paramedic Program	\$ 50,679.40
0001- General Fund	1500 - Courthouse Cap Project	\$ 150,000.00
0001- General Fund	1502 - County Capital Project	\$ 250,000.00
0001- General Fund	1525 - County LEC Capital Project	\$ 460,000.00
0001- General Fund	1542 - Admin Capital Project	\$ 8,000.00
0001- General Fund	1580 - Mariposa Capital Project	\$ 59,887.64
0001- General Fund	0050 - Nuisance Enforcement Fund	\$ 50,000.00
		\$ 1,028,567.04

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$30,000.00

Newton, Iowa, June 25, 2024

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Thirty thousand dollars and 00/100***

From: 0500- Property Damage
Fund

To: 0501- May24 Property Damage
Insurance Reimb Fund

XXXX-99-0051-000-81400

XXXX-4-99-0051-904000

Account of: Board Action



By Order of Board of Supervisors.

Supervisor

Attest

NO. 1523

Teresa Howard

Auditor/Designee

Fund transfer to cover expenses until insurance reimbursement for May 2024 storm is received.

RESOLUTION NO. _____

APPROPRIATION RESOLUTION

WHEREAS, it is desired to make appropriations for each of the different officers and departments for the fiscal year 2024-25 in accordance with Section 331.434, subsection 6, of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, IOWA

Section 1. Amounts authorized for the fiscal 2024-25 budget adopted April 16, 2024, are hereby appropriated to the departments or offices as itemized in the attached schedule, pursuant to the Code of Iowa, Section 331.434, subsection 6.

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2024.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2024-25 budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, the Auditor shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and unencumbered balance. The Auditor shall report the status of such accounts to the applicable departments and officers monthly during the 2024-25 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2025.

ATTACHMENT

01-Board of Supervisors	\$ 4,479,622
02-Auditor	\$ 1,037,793
03-Treasurer	\$ 1,274,240
04-Attorney	\$ 1,380,090
05-Sheriff	\$ 7,831,868
07-Recorder	\$ 505,646
14-Attorney's Forfeiture	\$ 900
15-Sheriff's Forfeiture	\$ 10,000
20-Engineer	\$ 11,237,680
21-Veterans Affairs	\$ 183,127
22-Conservation	\$ 3,376,962
23-Board of Health	\$ 448,340
25-Dept of Human Service	\$ 68,100
26-Animal Control	\$ 42,990
31-District Court	\$ 253,200
33-County Library	\$ 127,000
38-Elderly Nutrition	\$ 719,690
50-Human resources	\$ 171,335
51-Maintenance	\$ 1,869,591
52-Information Systems	\$ 1,048,686
53-Comm Dev/Zoning	\$ 486,210
54-Economic Developmen	\$ 178,873
55-Geographic Info System	\$ 134,093
59-Community Services	\$ 385,380
99-Nondepartmental	\$ 1,000

Grand Total \$ 37,252,416

Resolution adopted this _____ day of _____, 2024.

Brandon Talsma, Chairman

Attest: _____
Jenna Jennings, Auditor

June 18, 2024

Tuesday, June 18, 2024, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Stevenson, and Cupples present and accounted for; Chairman Talsma presiding.

Kevin Luetters, Community Development Director, presented bids for a new truck. There were three bids presented:

Bob Brown	2024 Chevrolet Silverado 1500 Crew WT	\$35,346.00
Karl Chevrolet	2024 Chevrolet Silverado 1500 Crew WT	\$36,034.00
Karl Chevrolet	2024 Chevrolet Silverado 1500 Crew Custom	\$39,800.00
Karl Chevrolet	2024 Ford F-150	\$40,041.00

Motion by Cupples, seconded by Stevenson to approve the bid from Bob Brown in the amount of \$35,346.00 for a new work truck.

YEA: CUPPLES, STEVENSON, TALSMAS

Motion by Stevenson, seconded by Cupples to cancel checks more than 1 year old from the Jasper County Treasurer's Office.

YEA: CUPPLES, STEVENSON, TALSMAS

Motion by Stevenson, seconded by Cupples to approve the federal aid funding agreement for BRS-C050(148)—60-50.

YEA: CUPPLES, STEVENSON, TALSMAS

Motion by Stevenson, seconded by Cupples to approve the amendment to the FY2025 County Five Year Road Program (CFYP).

YEA: CUPPLES, STEVENSON, TALSMAS

Motion by Stevenson, seconded by Cupples to approve a Cigarette/Tobacco/Nicotine/Vapor Permit for Iowa's Best Burger Café.

YEA: CUPPLES, STEVENSON, TALSMAS

Motion by Stevenson, seconded by Cupples to approve a Cigarette/Tobacco/Nicotine/Vapor Permit for Izaak Walton League.

YEA: CUPPLES, STEVENSON, TALSMAS

Motion by Stevenson, seconded by Cupples to approve a Cigarette/Tobacco/Nicotine/Vapor Permit for Fore Seasons.

YEA: CUPPLES, STEVENSON, TALSMAS

Motion by Stevenson, seconded by Cupples to approve claims paid through June 18, 2024.

YEA: CUPPLES, STEVENSON, TALSMAS

Motion by Stevenson, seconded by Cupples to approve the Board of Supervisors minutes from June 11, 2024.

YEA: CUPPLES, STEVENSON, TALSMAS

There were no Board Appointments.

There was no work session.

Motion by Stevenson, seconded by Cupples to adjourn the Tuesday, June 18, 2024, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, STEVENSON, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman