



# BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

**August 5, 2025**

**9:30 a.m.**

[www.jasperia.org](http://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 JEDCO – Jeff Davidson

- a) Resolution Supporting the Community Attraction and Tourism (CAT) Grant Application by Des Moines Area Community College (DMACC) and Committing \$5,000 in Matching Funds

### Item 2 Building & Grounds – Adam Sparks

- a) Administration Building Continued Preventative Maintenance Service Agreement

### Item 3 Emergency Management – Jamey Robinson

- a) Baxter EMS Reimbursement Request
- b) Mitigation Plan Update
  - 1) Resolution Approving the Mitigation Plan Update

### Item 4 Human Resources – Dennis Simon

- a) Hiring Resolution for Community Development Inspection Technician - Andrew Main
- b) Hiring Resolution for Secondary Roads Full-Time Skilled Laborer – Gavin Johnson

### Item 5 Community Development – Kevin Luetters

- a) Set Public Hearing for a Rezone Request for Agricultural (A) to Rural Residential (RR1) - Parcel #10.03.400.008  
(Recommended Dates and Times, August 19<sup>th</sup>, August 26<sup>th</sup> and September 2, 2025, at 9:30 am in the Jasper County Board of Supervisors Room)
- b) Set Public Hearing for a Rezone Request for Agricultural (A) to Rural Residential (RR1) - Parcel #06.29.200.009  
(Recommended Dates and Times, August 19<sup>th</sup>, August 26<sup>th</sup> and September 2, 2025, at 9:30 am in the Jasper County Board of Supervisors Room)

### Item 6 Engineer – Mike Frietsch

- a) Award Contract ID 50-C050-158 to Asphalt Surface Technologies Corporation A/K/A Astech Corp. in the Amount of \$905,232.45 for the Seal Coating of S74 Newton to Reasnor, Image Avenue, and T38 US 6 E to Marshall County Line
- b) Approve Final Plans for the Replacement of the Bridge Carrying F-62 Over Elk Creek 0.2 Miles East of Shawnee Avenue (Bridge S07 FHWA No. 195300)
- c) Approval of Bid for Rock Salt for FY2026
- d) Award Contract for Bridge S33 Substructure and Superstructure Packages to Oden Enterprises in the Amount of \$135,993.84

**Continue to Page 2**



# BOARD OF SUPERVISORS

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## Page 2

- Item 7** Resolution to Designate Voting Representatives for the Iowa State Association of Counties (ISAC)
- Item 8** Approval of a Temporary Liquor License
  - a) Rescheduled Baxter Fun Days, September 10 – September 14, 2025
- Item 9** Approval of Claims Paid through July 29, 2025
- Item 10** Approval of Board of Supervisors Minutes from July 22, 2025
- Item 11** Board Appointments
- Item 12** Public Hearing 2nd Reading – Engineer – Mike Frietsch
  - a) The Closure and Removal of the Bridge of Iowa Street over the North Skunk River

## PUBLIC INPUT & COMMENTS

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**Close Session requested by Scott Nicholson in Accordance with Iowa Code Section 21.5(c)** to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

**Close Session requested by Ryan Eaton in Accordance with Iowa Code Section 22.7(50)** to discuss information and records concerning physical infrastructure, cyber security, critical infrastructure, security procedures, or emergency preparedness developed, maintained, or held by a government body for the protection of life or property, if disclosure could reasonably be expected to jeopardize such life or property.

## After the Regular Meeting Work Session

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE JASPER COUNTY BOARD OF SUPERVISORS SUPPORTING  
THE COMMUNITY ATTRACTION AND TOURISM (CAT) GRANT APPLICATION BY  
DES MOINES AREA COMMUNITY COLLEGE (DMACC) AND COMMITTING \$5,000  
IN MATCHING FUNDS**

WHEREAS, the Des Moines Area Community College (DMACC) is seeking \$580,000 in Community Attraction and Tourism (CAT) grant funds from the State of Iowa to support the development of the Legacy Plaza Greenspace in Newton, Iowa; and

WHEREAS, the proposed project includes the addition of a pavilion and shade amenities to enhance the usability and appeal of the greenspace for community events and public enjoyment; and

WHEREAS, the Jasper County Board of Supervisors recognizes the value of this project in promoting community engagement, tourism, and quality of life for residents and visitors; and

WHEREAS, the Jasper County Board of Supervisors desires to demonstrate its support for the project and contribute to the required local match for the CAT grant.

1. NOW, THEREFORE, BE IT RESOLVED by the Jasper County Board of Supervisors:

- That the Board supports DMACC's application for CAT grant funding for the Legacy Plaza Greenspace project.
- That the Board hereby commits \$5,000 in matching funds toward the project, contingent upon the award of CAT grant funding by the State of Iowa.
- That the Chair of the Board of Supervisors is authorized to sign any documents necessary to effectuate this resolution.

PASSED AND APPROVED this \_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Brandon Talsma , Jasper County Board of Supervisors Chairperson

ATTEST:

\_\_\_\_\_  
Jenna Jennings, Jasper County Auditor



**TRANE®**

## SCHEDULED SERVICE AGREEMENT

**Trane Office**

Trane U.S. Inc.  
1400 SE 19<sup>th</sup> Street  
Suite 100  
Grimes, IA 50111

**Company Name**

Jasper County Courthouse  
PO Box 944  
Newton, IA 50208

**Trane Representative**

Travis Harris  
Cell: (515) 360-7214  
Office: (515) 270-0004  
tharris@trane.com

**Site Address:**

Jasper County Administration Bldg  
315 W 3<sup>rd</sup> Street N  
Newton, IA 50208

**Proposal ID**

8234830

**Site Contact:**

Adam Sparks  
asparks@jasperia.org  
641-521-8844

**Service Contract Number**

**Contact Telephone Number for  
Service**

(515) 270-0004

May 22, 2025

**TRANE**  
TECHNOLOGIES



## EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

**Protect your bottom line.** Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

### ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



### WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services





## SCOPE OF SERVICES — STANDARD INCLUSIONS

### ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

#### ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

##### Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



#### TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

##### Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures



## REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

### Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

### Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

### Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
    - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
  2. Trane's EPA Compliant Reporting S/A
    - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
  3. Trane's Premium EPA Compliance S/A
    - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
- Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



**TRANE®**



## SCOPE OF SERVICES SUMMARY

SERVICES INCLUDED	LABOR AND MATERIALS FOR COVERED EQUIPMENT		
x	Scheduled Maintenance Labor		
x	Scheduled Maintenance Parts and Materials		
	Repair Labor: Repairs will be performed on covered equipment during Trane regular business hours		
	Repair Parts and Materials		
	Overtime Repair Labor for Emergency Failures (outside Trane regular business hours)		
	Refrigerant Replacement      % of Charge per unit per year		
x	Refrigerant Usage Reporting		
	Other		
STANDARD INCLUSIONS			
x	On-site Scheduled Maintenance		
x	Refrigerant Management		
	Laboratory Analysis		
x	Proposed Schedule of Services		
OPTIONS SELECTED			
	BAS Maintenance Standard		
	BAS Maintenance Options		
	Active Monitoring		
	Intelligent Services		
	Cooling Contingency Planning		
	Multi-site Management: Tracer Ensemble Cloud		
	Work Order Management: Tracer Ensemble		
	Reports & Dashboards: Tracer Ensemble		
	Vibration Analysis		
	Critical Systems Audit		
	Trane Scheduled VRF Maintenance		
	IAQ Assessment		
	Warranty Period		
SERVICES INCLUDED	COOLING SEASONAL SERVICE	SERVICES INCLUDED	HEATING SEASONAL SERVICE
	Seasonal Start-up		Seasonal Start-up
x	Operating Inspections Qty    1		Operating Inspections Qty
	System Shutdown		System Shutdown
	Annual Seasonal Maintenance	x	Annual Seasonal Maintenance





## SPECIFICALLY EXCLUDED ITEMS UNDER THIS AGREEMENT

- Trane or factory recommended asset refurbishment services required to keep equipment in good operating condition or extend useful life are not included in this agreement. These milestone services may include but are not limited to overhauls, R'Newal, rebuilds, motor refurbishment, eddy current scans, epoxy coatings, etc. Trane does not cover motors 20 year or older (unless refurbished by Trane), or repairs associated with deferred maintenance.
- Repairs due to corrosion or erosion of equipment or components are not covered. This includes tube pitting or erosion, coil oxidation, rust, deterioration of gaskets or insulation, broken or cracked tower fill, etc.
- Repair of non-maintainable items (i.e. piping, valves, insulation, ductwork, sheet metal) is not covered by this agreement. Grinding, welding, patching, sealing, or coating of components is non-standard and excluded from scope or coverage. This includes refrigerant piping, fittings, and valves.
- Power-wiring external to the unit, interconnecting wiring, disconnect switches, circuit breakers, external starters or drives are not covered by this agreement, unless coverage is specifically included.
- Crane or special rigging required for repairs or services are not included. This would include installation and removal or steel rigging structures and scaffolding.
- Trane shall not cover repairs resulting from acts of God, natural disasters, storms, rain or moisture intrusion, power disruption including lightning storms, vandalism, misuse or misapplication or improper operation of equipment.
- Repair or replacement of equipment that is obsolete or has reached or surpassed its useful life expectancy is excluded. This includes parts or components that are discontinued or not readily available by the OEM or phased out refrigerant.
- Routine operator functions such as scheduling, starting, and stopping systems or equipment are not part of this agreement.
- Trane shall not be responsible for repairs completed by 3<sup>rd</sup> parties.
- Water treatment of any kind is not included. Any repairs deemed necessary due to lack of water treatment are not included, unless specifically included in the scope of the agreement.
- Equipment or alterations that might be necessary to safely access and/or repair or replace equipment is not included in the scope of agreement.
- Cost of rental equipment or temporary conditioning of space is not covered in this agreement.
- Coil Cleaning & Filter changes are not covered under this agreement.



## HVAC EQUIPMENT COVERAGE

# Jasper County Courthouse

The following "Covered Equipment" will be serviced at Jasper County Courthouses:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System	1	Mitsubishi	TRUYA0421KA70	11U002747H1E30	Outdoor Unit
Split System	1	Mitsubishi	TQRYP1923AL41AN	17W000117GF4FC	Indoor Unit – Sys 1
Split System	1	Mitsubishi	TQRYP1923AL41AN	17W000127GF4FC	Indoor Unit – Sys 2
TOAU Unit	1	Trane	OAD012C1-DAB	OA319073-1-1	DOAU-A-1
Heat Loop Pump	2	B&G	NA	NA	NA
Boiler Pump	1	B&G	NA	NA	NA
Boiler	1	Aspen Aire	APX625C	APX625CNF-5L00	65793802

### Description

Annual Maintenance Inspection  
Operating Inspection

### Quantity Per Term

1  
1

### SCOPE OF WORK

#### TOAU UNIT ANNUAL INSPECTION:

- Check condenser fan blades.
- Check operation of condenser fan motors.
- Check crank case heaters.
- Insect coils for cleanliness and advise customer if cleaning is needed.
- Check condensate pan and traps for cleanliness.
- Inspect air filters. Advise customer if replacement is needed.
- Log operation of heating / cooling / dehumidification.
- Leak check accessible refrigerant circuit if log indicates low charge.
- Note any issues or diagnostics.
- Check wiring connections in the electrical panel

#### TOAU UNIT OPERATING INSPECTION:

- Check condenser fan blades.
- Check operation of condenser fan motors.
- Check crank case heaters.
- Insect coils for cleanliness and advise customer if cleaning is needed.
- Check condensate pan and traps for cleanliness.
- Inspect air filters. Advise customer if replacement is needed.
- Leak check accessible refrigerant circuit if log indicates low charge.
- Note any issues or diagnostics.



#### **SPLIT SYSTEM ANNUAL INSPECTION:**

- Visually inspect for issues.
- Check electrical connections at outdoor unit.
- Inspect outdoor unit fan and fan motor.
- Check operation of condensate pumps.
- Inspect coils for cleanliness and advise customer if cleaning is needed.
- Updated software as available.
- Log in heating operation and note any issues found.
  - Verify expansion valve, dirty filter, condensate switch, fan operation, communication with all devices on link, refrigerant charge issues.
- Make recommendations for any issues found.

#### **SPLIT SYSTEM OPERATING INSPECTION:**

- Visually inspect for issues.
- Check electrical connections at outdoor unit.
- Inspect outdoor unit fan and fan motor.
- Check operation of condensate pumps.
- Inspect coils for cleanliness and advise customer if cleaning is needed.
- Log in cooling operation and note any issues found.
- Make recommendations for any issues found.

#### **BOILER ANNUAL INSPECTION:**

- Inspect interior and clean as needed.
- Clean condensate trap and fill with fresh water.
- Check for signs of leaks (water, gas, flue, condensate)
- Inspect accessible area of flue.
- Check system loop pressure and expansion tank.
- Check control settings
- Provide and install new ignitor and flame sensor.
- Check wiring connections
- Check heat exchanger temperature rise and indicate if cleaning is needed.
- Test flow switch operation.
- Test pressure relief.
- Run boiler and perform combustion and performance analysis.
- Make any recommendations as needed.

#### **PUMP INSPECTION:**

- Record amp draw.
- Inspect for leaking seals or any other deficiencies.





## PRICING AND ACCEPTANCE

Jasper County Courthouse  
PO Box 944  
Newton, IA 50208

Jasper County Administration Bldg  
315 W 3<sup>rd</sup> Street N  
Newton, IA 50208

### Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

### Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$10,108.00	\$5,054.00	Semi-Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

### Tariffs

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

### Term

The Initial Term of this Service Agreement is 1 year, beginning **August 1, 2025**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **July 31, 2026**, this Agreement shall not renew until updated pricing has been provided to the customer, and the customer approves for moving forward with the renewal. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 1400 SE 19<sup>th</sup> Street, Suite 100, Grimes, IA 50111.

### Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

### Cancellation by Customer Prior to Services; Refund





If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

### Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Travis Harris
_____ Printed Name	_____ Proposal Date: May 22, 2025
_____ Title	_____ Cell: (515) 360-7214
_____ Purchase Order	_____ Office: (515) 270-0004
_____ Acceptance Date	_____ Authorized Representative
	_____ Title
	_____ Signature Date

\_\_\_\_\_  
Attest: Jenna Jennings, County Auditor



**TRANE**



Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**19. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**20. Export Laws.** The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**21. U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on



behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0325)  
Supersedes 1-26.130-7 (0225)





## TERMS AND CONDITIONS

### TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or





damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**13. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

**15. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:





## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.



3. Customer Data: Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.





14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2



## Jasper County EMT Training Reimbursement Form

Submit this completed form with all required supporting documentation.

### SECTION 1: APPLICANT INFORMATION

Full Name: Lydia Pierce  
Mailing Address: 412 Independence St  
Phone Number: 515-664-7195  
Email Address: lydia.pierce16@gmail.com  
Date of EMT Course Completion: 3-28-25  
Iowa EMT Certification Number: EMT 4006353  
Certification Date: 7-7-25

### SECTION 2: AFFILIATED DEPARTMENT

Department Name: Baxter Rescue Unit (City of Baxter)  
Department Address: 203 S. Main St, Baxter, WA 50028  
Department Contact Person: Sally Seely - Director  
Contact Email: baxter159@yahoo.com  
Contact Phone: 515-921-2453

### SECTION 3: SERVICE COMMITMENT

- ☒ I certify that I am currently practicing as a certified EMT within Jasper County.
- ☒ I understand that I am required to remain actively practicing within Jasper County for a minimum of one (1) year from my certification date.
- ☒ I understand that if I leave my EMT position or relocate outside of Jasper County before completing one year of service, I or my department will be responsible for repaying the reimbursed funds in full.

### SECTION 4: REIMBURSEMENT DETAILS

Attached

Expense Description	Date Paid	Amount

Total Reimbursement Requested: \$ \_\_\_\_\_

If additional space is needed, please attach a separate Word document outlining the expense description, date paid, and amount.

## Jasper County EMT Training Reimbursement Form

Submit this completed form with all required supporting documentation.

### SECTION 5: REQUIRED DOCUMENTS

- ☐ Proof of EMT course completion *States she did not get a course completion document*
- ☒ Copy of Iowa EMT certification
- ☒ Receipts/proof of payment for all listed expenses
- ☒ Verification of active service within Jasper County (e.g., letter from department)

### SECTION 6: SIGNATURES

Applicant Signature: \_\_\_\_\_

Date: 7/7/25

Department Representative Signature: \_\_\_\_\_

Sally Weeley

Title: Squad Leader

Date: 7-6-25

**Submit this form and all supporting documents via email to:**

Jasper County Emergency Management

Email: [sashing@jasperema-hls.org](mailto:sashing@jasperema-hls.org)

*Emergency Medical Care  
Provider*

Lydia Ann Pierce

is hereby entitled to all the rights and responsibilities  
delegated to this level of certification

EMT

Certification: EMT4006353

Expiration: 03/31/2027

Endorsements:



HOLDER: This I.D. card is the property of the State of Iowa and may be revoked or suspended under the provisions of the Iowa Department of Health and Human Services Rules. A fee may be charged for replacement of any I.D. card.

If found, drop in nearest U.S. Postal Service mail box.  
Postmaster: Postage guaranteed. Return to:

Iowa Department of Health and Human Services  
Bureau of Emergency Medical and Trauma Services  
Lucas State Office Building  
321 E 12th Street  
Des Moines, IA 50319

Cut here to keep wallet size

Lydia Ann Pierce  
412 INDEPENDENCE STREET  
BAXTER IA 50028

Fold here to mail

## Student Information

First Name: Lydia

Last Name: Pierce

Address: 9716 N 85th Ave W BAXTER, Iowa 50028

## Payment Summary

DMACC ID	901054320
Transaction Number	DCE300897185950
Transaction Date/Time	11/27/2024 08:17AM

Payment Method: Other (Cash/Check/Money Order)

Course	Quantity	Price	Total
<b>Emergency Medical Tech</b> CRN: 16959 Location: Off Campus Room: Date: 12/03/2024 - 03/11/2025 Time: 06:00PM - 10:00PM Days: T,Th	1	\$1,900.00	\$1,900.00
<b>Total:</b>			<b>\$1,900.00</b>

## Policies

## Cancellation Policy

\* To drop or withdraw your registration and receive a full refund, you must notify Registration at least 2 business days before the start of class at 515-964-6800. Exceptions must be documented through the CE office. If DMACC cancels a class, you will receive a refund.

## Attendance &amp; Compliance Rules and Guidelines for State/Court Mandated Classes

\* You must arrive on time for each session and stay for the entire duration. **Late entries are not permitted.**

\* Classes are presented in English, unless specified in the class title, and participant fluency is required. If you require translation, you must provide your own translator that is over the age of 18, except Driver Improvement classes where the translator can be 16.

\* **Failure to comply with any of the rules/guidelines will result in dismissal and forfeiture of payment.**

## Terms &amp; Conditions

- Your account has been charged as indicated.
- If you paid with a credit card, your statement will show a charge from DMACC.
- All transactions are considered final after submission of payment information.
- Privacy Policy - We respect and are committed to protecting your privacy. Any information collected will not be shared with other parties.
- Security Policy - Payment and personal information is always safe. We use SSL for secure transactions and encrypt all personal information.

DMACC shall not engage in nor allow discrimination covered by law against any person, group or organization. This includes in its programs, activities, employment practices or hiring practices. The full DMACC Nondiscrimination policy is available online <https://nd.dmacc.edu>. ADA questions and concerns may be directed to the Section 504/ADA Coord at 515-964-6857, [dso@dmacc.edu](mailto:dso@dmacc.edu). Title IX questions and concerns may be directed to the Title IX Coord at 515-964- 6216, [Title9@dmacc.edu](mailto:Title9@dmacc.edu).

Powered by:





## Expense Reimbursement Request

### City of Baxter

Employee Name: Lydia Pierce

Date: 4/17/25

Dates of Travel: \_\_\_\_\_

Department: Baxter

Destination: \_\_\_\_\_

Reason: Refund - EMT class/exam

Please itemize expense requests. All receipts must be attached.

Lodging	\$
Meals	\$
Mileage @ _____ miles * _____ current IRS mileage rate	\$
Conference/Seminars/Registration Fees	\$
Parking	\$
Other *Itemize Below	\$

Total: \$ \_\_\_\_\_

#### Itemization of Other Expenses

Description	Amount
CPR-AED class	\$92.00
Skills Exam	\$200.00
EMT Application Fee	\$104.00
Galls - Uniform	\$326.30
Total	\$722.30

Employee Signature: 

Supervisor Signature: 

GL Code(s): 001 - 1030 - 6413



**American  
Red Cross**

ORDER CONFIRMATION

O-0018974345

The Lydia Pierce Account

ORDER DATE: October 25, 2024

STATUS: Shipped

, 50168,

EMAIL: lydia.ann.pierce16@gmail.com

Mastercard

Charge Amount: \$92.00

#### ORDER DETAILS

Item	Class ID	Class Date	Qty	UOM	Price	Extension
Basic Life Support-BL	CLS-05513727	2024-11-06 -2024-11-06	1	Each	\$92.00	\$92.00
						<b>TOTAL \$92.00</b>

Thank you for your order. If you paid for this order with a credit card this document serves as your receipt. **If you selected Invoice as your payment method, your organization will receive an Invoice to pay for this order.**

Please visit the Red Cross Learning Center ([www.redcrosslearningcenter.org](http://www.redcrosslearningcenter.org)) to view information about your order and account. Instructors can view student certificates and rosters and access digital materials in the Red Cross Learning Center.

For questions related to training:

Live chat with a representative: [www.redcross.org/take-a-class](http://www.redcross.org/take-a-class)

Email: [support@redcross.org](mailto:support@redcross.org)

Phone: 1-800-REDCROSS (1-800-733-2767)

Select the option for Training & Certification

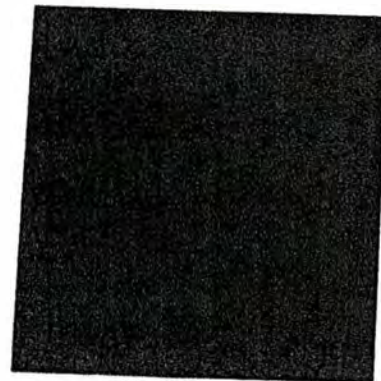
For questions related to Invoicing/billing:

Email: [billing@redcross.org](mailto:billing@redcross.org)

Phone: 1-888-284-0607

#### HOURS OF OPERATION (Eastern Time)

- M-F: 7:30am-10pm
- Sat: 7:30am-8pm
- Sun: Closed



4/3/25, 1:35 PM

Application Navigator

✕
ellucian
Account Detail Review Form - Student: TSAAREV 9.3.21.1 (PROD)
🏠
📄
👤
⚙️
🔔

ID: 901054320
Lydia Ann Pabon
Credit Limit:
User: MRHUGHART
Holds:
Start Over

ACCOUNT DETAILS
⚙️
📄
👤
🔍
🔔

Active filters:
Detail Code: CECC
Clear All
Filter Again

Receipt

Detail Code *	Description *	Term *	Charge	Payment	Balance	Source *	Effective Date *	Transaction Date	Aid Year	Period	Receipt	Original Charge *	Contract
CECC	Continuing Education Credit C	202502		200.00	0.00	W	03/24/2025	03/24/2025			193023	<input type="checkbox"/>	

1 of 1
Record 1 of 1

BALANCE DETAILS
⚙️
📄
👤
🔍
🔔

Query Balance	0.00	Authorized Aid	0.00
Account Balance	0.00	Balance	
Amount Due	0.00	NSF	<input type="checkbox"/>
Memo Balance	0.00	Receipt?	<input type="text" value="N"/>



1:32

5G 6

## Invoice

**Invoice  
Number**

1378209

**Order  
Date**3/18/2025  
2:30:23 PM**Company**National Registry of  
Emergency Medical  
Technicians6610 Busch Blvd  
Columbus, OH 43229**Customer**Lydia Pierce  
215 S Main Street  
Baxter  
50028  
USA, Iowa**Payment  
Option**Credit / Debit Card  
(Secured By Authorize.net)

XXXX8096

Product	Unit price	Qty	Discount	Total
EMT Initial Application Fee	\$104.00	1	\$0.00	\$104.00

Subtotal \$104.00

Shipping \$0.00

Tax \$0.00

**TOTAL (incl. tax): \$104.00****Tax Summary**

No taxes applied.



28541288

1 of 1

**Customer Copy**  
Galls Des Moines Retail  
5801 Thornton Ave.  
DES MOINES, IA 50321  
Phone: 515-283-1985

**Sold To:**1004122954  
LYDIA PIERCE  
9716 N 85TH AVE W  
MINGO, IA 50168  
LYDIA PIERCE

**Ship To:**  
DSM - Galls Des Moines Service  
5801 Thornton Ave.  
DES MOINES, IA 50321  
LYDIA PIERCE

**Date.....** :01/22/2025 16:24:44  
**Order Number:**28541288  
**Source.....**:GEN  
**Register.....**:DES MOINES IOWA RETAIL  
**PO Number...**:PIERCE BOOTS & PANTS

Loc	Qty	SKU/Description	Selling Price	Amount
DSM	1	FW1518 BLK MD DUTY READY + CREW 3 PACK	22.95	22.95
DSM	1	NP571 BLK MD TDU BELT 1.75IN PLASTIC BUCK LE CARPENTER:59552 19 M	22.00	22.00
DSM	1	TR3284 BLK 04 REG WOMENS APEX PANT	90.00	90.00
DSM	1	FW1312 BLK 7.5 M NIKE SFB B2 BOOT	170.00	170.00

Sub Total: 304.95  
Tax: 21.35  
Shipping:  
Total: 326.30

Type	Type Information	Amount	Approval Code
Credit Card	*****1021	326.30	

Signature

Amount Tendered:  
Change Due:

### Baxter Rescue Unit Contract for service and EMT Class

This contract is enter into and between the City of Baxter and Lydia Pierce.

The term of this Agreement will become effective upon when the student starts the EMT class and shall continue when the student passes class and completes 2 years of service to the Baxter Rescue Unit (BRU).

The specific terms of this agreement are as follows:

1. City of Baxter will pay upfront or reimburse student for EMT class and all supplies needed to complete the class with valid receipts and/or supply list.
2. City of Baxter will pay for the testing to complete the EMT test once. (If a second attempt is needed, the student is responsible for those fees.)
3. Persons who receive EMT license must commit to volunteering for the BRU for 2 years and abide by the BRU bylaws.
4. If person does not complete all of the above terms, they will be responsible for paying back all educational expenses that were received during their association with the BRU.

This Contract cannot be modified in any way unless such modifications are made in writing and signed by both Parties. This document constitutes the entire agreement between the Parties. This Contract is legally binding upon the Parties, their successors, and heirs, and will be enforced according to the laws of the State of Iowa.

It is agreed. By signing below, the Parties agree to be bound by the terms of this Agreement.

City of Baxter Representative

Sally Sealey RW

Student

[Signature]

Date

10/21/2024

4-5-25  
She is continuing to  
run calls for Baxter  
Rescue

Sally Sealey RW



Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Jasper County</b>		
	<b>2</b> Business name/disregarded entity name, if different from above.		
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) <b>Government</b>		
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)		
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>101 1st St N</b>		<b>6</b> City, state, and ZIP code <b>Newton Iowa 50208</b>	
<b>7</b> List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-						
or									
<b>Employer identification number</b>									
4	2	-	6	0	0	5	0	4	1

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person

Date

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# **Application for Federal Assistance SF-424**

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s).**

**\* Other (Specify):**

**\* 3. Date Received:**

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:** Jasper County

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

42 - 6005041

**\* c. UEI:**

MV5VUNRRVL77

**d. Address:**

**\* Street1:** 101 1st St N

**Street2:**

**\* City:** Newton

**County/Parish:**

Jasper

**\* State:** Iowa

**Province:**

**\* Country:** USA: UNITED STATES

**\* Zip / Postal Code:** 50208

**e. Organizational Unit:**

**Department Name:**

**Division Name:**

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

**\* First Name:**

Jamey

**Middle Name:**

**\* Last Name:**

Robinson

**Suffix:**

**Title:** EMA Coordinator

**Organizational Affiliation:**

**\* Telephone Number:** (641) 792-7555

**Fax Number:**

**\* Email:** jrobinson@jasperema-hls.org

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Federal Emergency Management Agency (FEMA)

**11. Catalog of Federal Domestic Assistance Number:**

97.039

CFDA Title:

HMGP

**\* 12. Funding Opportunity Number:**

DR-47XX

\* Title:

HMGP-DR-IA-XXXX

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

2028 Jasper County Hazard Mitigation Plan

Attach supporting documents as specified in agency instructions.



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant **1**\* b. Program/Project **4**

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date: **9/1/26**\* b. End Date: **3/1/28****18. Estimated Funding (\$): 40000**\* a. Federal **30000**\* b. Applicant **6000**\* c. State **4000**

\* d. Local

\* e. Other

\* f. Program Income

\* g. TOTAL **40000****\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

\* First Name: **Jamey**

Middle Name:

\* Last Name: **Robinson**

Suffix:

\* Title: **EMA Coordinator**\* Telephone Number: **(641) 792-7555**

Fax Number:

\* Email: **jrobinson@jasperema-hls.org**

\* Signature of Authorized Representative:

\* Date Signed:

# BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006  
Expiration Date: 02/28/2025

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. HMGP	97.039	\$ 30000	\$ 10000	\$ 30000	\$ 10000	\$ 40000
2.						0
3.						0
4.						0
5. Totals		\$ 0	\$ 0	\$ 30000	\$ 10000	\$ 40000

# SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	HMGP				
a. Personnel	\$	\$	\$	\$	\$ 0
b. Fringe Benefits					0
c. Travel					0
d. Equipment					0
e. Supplies					0
f. Contractual	40000				40000
g. Construction					0
h. Other					0
i. Total Direct Charges (sum of 6a-6h)	40000	0	0	0	\$ 40000
j. Indirect Charges					\$ 0
k. TOTALS (sum of 6i and 6j)	\$ 40000	\$ 0	\$ 0	\$ 0	\$ 40000
7. Program Income	\$	\$	\$	\$	\$ 0

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Standard Form 424A (Rev. 7- 97)  
Prescribed by OMB (Circular A -102) Page 1A



SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. HMGP	\$ 6000	\$ 4000	\$	\$ 10000
9.				0
10.				0
11.				0
12. TOTAL (sum of lines 8-11)	\$ 6000	\$ 4000	\$ 0	\$ 10000

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 24000	\$ 6000	\$ 6000	\$ 6000	\$ 6000
14. Non-Federal	\$ 8000	2000	2000	2000	2000
15. TOTAL (sum of lines 13 and 14)	\$ 32000	\$ 8000	\$ 8000	\$ 8000	\$ 8000

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. HMGP	\$ 24000	\$ 6000	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 24000	\$ 6000	\$ 0	\$ 0

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	EMA Coordinator
APPLICANT ORGANIZATION	DATE SUBMITTED
Jasper County	



DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE  
REQUIREMENTS**

OMB Control Number: 1660-0083  
Expiration: 10/31/2026

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, and submitting the form. This collection of information is required to obtain or retain benefits. You are not required to submit to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472-3100, and Paperwork Reduction Project (1660-0083). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities"

☒ attached

*(This form must be attached to certification if non-appropriated funds are to be used to influence activities.)*

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN  
INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

101 1st St N

Newton

Iowa

50208

☐ There are workplaces on file that are not identified

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013  
Expiration Date: 02/28/2025

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <u>Jasper County</u> * Street 1: <u>101 1st St N</u> Street 2: _____ * City: <u>Newton</u> State: <u>Iowa</u> Zip: <u>50208</u> Congressional District, if known: <u>1</u>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b> <u>Iowa Homeland Security &amp; Emergency Management</u> <u>7900 Hickman Rd</u> <u>Windsor Heights Iowa 50324</u>		
<b>6. * Federal Department/Agency:</b> <u>Federal Emergency Management Agency (FEMA)</u>	<b>7. * Federal Program Name/Description:</b> <u>HMGP- Hazard Mitigation Grant Program</u> CFDA Number, if applicable: <u>97.039</u>	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
<b>b. Individual Performing Services (including address if different from No. 10a)</b> Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.  * Signature: _____ * Name: Prefix _____ * First Name <u>Jamey</u> Middle Name _____ * Last Name <u>Robinson</u> Suffix _____ Title: <u>EMA Coordinator</u> Telephone No.: <u>(641) 792-7555</u> Date: _____		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



STATE OF IOWA

DESIGNATION OF APPLICANT'S **INTERNAL** AUTHORIZED REPRESENTATIVE

For the purpose of obtaining, complying with requirements of, and/or managing financial assistance under IOWA CODE 29C, 29D, 418 and 418A as well as the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 100-707, as amended), the National Flood Insurance Reform Act of 1994 (PL 103-325, as amended), or the High Hazard Potential Dam Program, 33 U.S.C. § 467f-2.

Jamey Robinson

*(Print Name of Authorized Representative)*

*(Signature and Date)*

is hereby authorized to execute the functions initialed below on behalf of

**Jasper County**

*(Applicant Entity)*

**Project  
Title**

2028 Jasper County Hazard Mitigation Plan

*(Describe the project for which these activities are authorized)*

**Initial**

**Authorized Activities** *(CEO: Only initial next to the activities being assigned)*

Sign application forms (SF-424, SF-424[A-D], GG &/or FF-104 [lobbying etc.], W9, SF-LLL, & Minority Impact Statement) (does not include local match resolution)

Submit applications in online portals (e.g., EMGrants, FEMA GO, eGrants)

Submit Quarterly Reports to Iowa HSEM and/or FEMA

Submit Requests for Reimbursement or Advance Payment for subgrantee

Request Grant Closeout and confirm compliance with grant requirements

Request Grant Time Extensions

Request Grant Scope/Budget Adjustments

**Brandon Talsma, Chair**

**Jenna Jennings, County Auditor**

*Chief Executive Officer (Print Name and Title)*

*Attested (Print Name and Title)*

*Signature and Date*

*Signature and Date*

LOCAL MATCH RESOLUTION # \_\_\_\_\_  
FOR THE  
HAZARD MITIGATION ASSISTANCE PROGRAM

WHEREAS, Jasper County (hereinafter called "the Subrecipient"), County of  
(jurisdiction)

Jasper, has made application through the Iowa Department Homeland Security and Emergency  
Management (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the  
Hazard Mitigation Assistance Program, in the amount of 40000 for the total project cost,  
and

WHEREAS, the Subrecipient recognizes the fact that this grant is based on a cost share basis with the federal share  
not exceeding 75%, the state share not exceeding 10%, and the local share being a *minimum* of 15% of the total  
project cost. The *minimum* 15% local share can be either cash or in-kind match.

and

THEREFORE, the Subrecipient agrees to provide and make available up to 6000  
(six thousand) dollars) of local monies to be used to meet the  
*minimum* local match requirement for this mitigation grant application.

The resolution was passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signatures of Council or Board Members:

\_\_\_\_\_

\_\_\_\_\_  
Council or Board Member

\_\_\_\_\_  
Council or Board Member

\_\_\_\_\_  
Council or Board Member

\_\_\_\_\_  
Council or Board Member

\_\_\_\_\_  
Council or Board Member

\_\_\_\_\_  
Council or Board Member

\_\_\_\_\_  
Council or Board Member

\_\_\_\_\_  
Attest: County Auditor

\_\_\_\_\_  
Council or Board Member

I submit this form for inclusion with the Hazard Mitigation Assistance Project Application.

Jamey Robinson

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Authorized Representative's Signature and Date

### Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

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

☐

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

Describe the positive impact expected from this project

Indicate which group is impacted:

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

☐

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

Describe the negative impact expected from this project

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

Provide evidence of consultation of representatives of the minority groups impacted.

Indicate which group is impacted:

- ☐ Women
- ☐ Persons with a Disability
- ☐ Blacks



- ☐ Latinos
- ☐ Asians
- ☐ Pacific Islanders
- ☐ American Indians
- ☐ Alaskan Native Americans
- ☐ Other



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

Present the rationale for determining no impact.

Plan covers all populations in Jasper County

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

Jamey Robinson

Printed Name

EMA Coordinator

Title

Signature

Date

#### Definitions

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

"Disability", as defined in Iowa Code Section 15.102, subsection 5, paragraph "b", subparagraph (1):

b. As used in this subsection:

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

"Disability" does not include any of the following:

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

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









Contracts and Specifications Bureau

07/16/2025 3:00 PM

Project(s) and Vendor Ranking

Page 1 of 2

Call Order: 203 Contract ID: 50-C050-158 Primary County: JASPER  
Letting Date: July 15, 2025 10:00 A.M. DBE Goal: 0.0%  
Letting Status: AWARDED Awarded Vendor: ASPHALT SURFACE TECHNOLOGIES CORP.  
Contract Period: Start Date: 06/29/26 35 Working Days

Project Information:

Project: FM-C050(156)--55-50 WorkType: SEAL COAT  
County: JASPER Prj Awd Amt: \$360,325.75  
Route: S74  
Location: On S 74 S, from Newton CL S 7.6 miles to North Street Reasho

Project: FM-C050(157)--55-50 WorkType: SEAL COAT  
County: JASPER Prj Awd Amt: \$97,700.63  
Route: IMAGE AVE  
Location: On Image Avenue, from N 27th Ave E S 0.7 miles to Kellogg CL

Project: FM-C050(158)--55-50 WorkType: SEAL COAT  
County: JASPER Prj Awd Amt: \$447,156.02  
Route: T38  
Location: On T-38 N, from US 6 E N 8.8 miles to Marshall CL



Contracts and Specifications Bureau

07/16/2025 3:00 PM

Project(s) and Vendor Ranking

Page 2 of 2

Call Order: 203

Letting Date: July 15, 2025 10:00 A.M.

Letting Status: AWARDED

Contract Period: Start Date: 06/29/26 35 Working Days

Contract ID: 50-C050-158

Primary County: JASPER

DBE Goal: 0.0%

Awarded Vendor: ASPHALT SURFACE TECHNOLOGIES CORP.

Rank	Vendor ID	Vendor Name	Total Bid	Percent Of Low Bid
1	AS215	ASPHALT SURFACE TECHNOLOGIES CORPORATION A/K/A ASTECH CORP.	\$905,232.45	100.00%
2	DE300	DENCO HIGHWAY CONSTRUCTION CORP.	\$908,121.41	100.32%
3	FA041	FAHRNER ASPHALT SEALERS, LLC	\$1,006,915.51	111.23%

### ~~Tabulation of Construction and Material Bids~~

Page 1 of 7

**Call Order: 203**

**Contract ID: 50-C050-158**

**Primary County:** JASPER

**Letting Date:** July 15, 2025

Line No / Item Number Item Description				(1) ASPHALT SURFACE TECHNOLOGIES CORPORATION A/K/A ASTECH CORP.		(2) DENCO HIGHWAY CONSTRUCTION CORP.		(3) FAHRNER ASPHALT SEALERS, LLC	
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
<b>SECTION: 0001 ROADWAY ITEMS - FM-C050(156)--55-50</b>						<b>Cat Alt Set:</b>		<b>Cat Alt Member:</b>	
0010	2303-9091010	4.000	EACH	1,800.00000	7,200.00	525.00000	2,100.00	1,250.00000	5,000.00
RUMBLE STRIP PANEL (HMA SURFACE)									
0020	2307-0025012	1,069.000	TON	48.00000	51,312.00	35.00000	37,415.00	99.69000	106,568.61
AGGREGATE, COVER - SAND									
0030	2307-0600456	19,561.000	GAL	3.48000	68,072.28	3,710.00	72,571.31	3.66000	71,593.26
BINDER BITUMEN, CRS-2P									
0040	2319-1000000	7.580	MILE	7,000.00000	53,060.00	19,300.00000	146,294.00	3,852.09000	29,198.84
SLURRY LEVELING									
0050	2319-4000000	1,317.000	GAL	5.71000	7,520.07	3.20000	4,224.40	5.54000	7,296.18
ASPHALT EMULSION FOR SLURRY LEVELING, SLURRY WEDGE, AND SLURRY TREATMENT									
0060	2527-9263217	812.320	STA	70.00000	56,862.40	17.00000	13,809.44	64.00000	51,988.48
PAINTED PAVEMENT MARKINGS, DURABLE									
0070	2528-8445110	(1)	LS	8,000.00000	8,000.00	3,250.00000	3,250.00	27,000.00000	27,000.00
TRAFFIC CONTROL									





Contracts and Specifications Bureau

07/16/2025 3:00 PM

Resolution of Construction and Material Bids

Page 2 of 7

Call Order: 203

Contract ID: 50-C050-158

Primary County: JASPER

Letting Date: July 15, 2025

Line No / Item Number Item Description				(1) ASPHALT SURFACE TECHNOLOGIES CORPORATION A/K/A ASTECH CORP.		(2) DENCO HIGHWAY CONSTRUCTION CORP.		(3) FAHRNER ASPHALT SEALERS, LLC	
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 ROADWAY ITEMS - FM-C050(156)--55-50						Cat Alt Set:		Cat Alt Member:	
0080	2528-8445113	30.000	EACH	575.00000	17,250.00	575.00000	17,250.00	575.00000	17,250.00
FLAGGERS									
0090	2528-8445115	6.000	EACH	865.00000	5,190.00	865.00000	5,190.00	865.00000	5,190.00
PILOT CARS									
0100	2533-4980005	(1)	LS	40,000.00000	40,000.00	10,000.00000	10,000.00	25,000.00000	25,000.00
MOBILIZATION									
0110	2544-1001100	7.580	MILE	4,800.00000	36,384.00	5,200.00000	39,416.00	4,785.76000	36,276.06
CLEANING AND FILLING CRACKS (PAVEMENT MAINTENANCE)									
0120	2544-1003000	1,895.000	GAL	5.00000	9,475.00	3.20000	6,064.00	12.76000	24,180.20
FILLER MATERIAL (MAINTENANCE)									
Section Totals:				\$360,325.75		\$357,574.15		\$406,541.63	

**Contracts and Specifications Bureau**

## ~~Tabulation of Construction and Material Bids~~

Page 3 of 7

**Call Order: 203**

Contract ID: 50-C050-158

**Primary County:** JASPER

**Letting Date:** July 15, 2025

Line No / Item Number Item Description				(1) ASPHALT SURFACE TECHNOLOGIES CORPORATION A/K/A ASTECH CORP.		(2) DENCO HIGHWAY CONSTRUCTION CORP.		(3) FAHRNER ASPHALT SEALERS, LLC	
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
<b>SECTION: 0002 ROADWAY ITEMS - FM-C050(157)--55-50</b>						<b>Cat Alt Set:</b>		<b>Cat Alt Member:</b>	
0130	2307-0025012	121.000	TON	48.00000	5,808.00	37.75000	4,567.75	99.69000	12,062.49
AGGREGATE, COVER - SAND									
0140	2307-0600456	2,101.000	GAL	3.48000	7,311.48	3.71000	7,794.71	3.66000	7,689.66
BINDER BITUMEN, CRS-2P									
0150	2319-1000000	0.720	MILE	4,800.00000	3,456.00	19,300.00000	13,896.00	25,346.23000	18,249.29
SLURRY LEVELING									
0160	2319-4000000	130.000	GAL	5.71000	742.30	3.30000	429.00	42.11000	5,474.30
ASPHALT EMULSION FOR SLURRY LEVELING, SLURRY WEDGE, AND SLURRY TREATMENT									
0170	2527-9263143	2.000	EACH	330.00000	660.00	300.00000	600.00	300.00000	600.00
PAINTED SYMBOLS AND LEGENDS, DURABLE									
0180	2527-9263217	100.670	STA	70.00000	7,046.90	17.00000	1,711.39	64.00000	6,442.88
PAINTED PAVEMENT MARKINGS, DURABLE									
0190	2528-8445110	(1)	LS	8,000.00000	8,000.00	3,250.00000	3,250.00	2,000.00000	2,000.00
TRAFFIC CONTROL									

## TRAFFIC CONTROL



Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

07/16/2025 3:00 PM

Page 4 of 7

Call Order: 203

Contract ID: 50-C050-158

Primary County: JASPER

Letting Date: July 15, 2025

Line No / Item Number		Item Description		(1) ASPHALT SURFACE TECHNOLOGIES CORPORATION A/K/A ASTECH CORP.		(2) DENCO HIGHWAY CONSTRUCTION CORP.		(3) FAHRNER ASPHALT SEALERS, LLC	
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0002 ROADWAY ITEMS - FM-C050(157)--55-50									
				Cat Alt Set:		Cat Alt Member:			
0200	2528-8445113	17.000	EACH	575.00000	9,775.00	575.00000	9,775.00	575.00000	9,775.00
FLAGGERS									
0210	2528-8445115	3.000	EACH	865.00000	2,595.00	865.00000	2,595.00	865.00000	2,595.00
PILOT CARS									
0220	2533-4980005	(1)	LS	40,000.00000	40,000.00	10,000.00000	10,000.00	7,000.00000	7,000.00
MOBILIZATION									
0230	2544-1001100	0.720	MILE	4,800.00000	3,456.00	5,675.00000	4,086.00	4,785.76000	3,445.75
CLEANING AND FILLING CRACKS (PAVEMENT MAINTENANCE)									
0240	2544-1003000	180.000	GAL	5.00000	900.00	3.40000	612.00	12.76000	2,296.80
FILLER MATERIAL (MAINTENANCE)									
0250	2595-0005135	(1)	LS	8,000.00000	8,000.00	2,500.00000	2,500.00	4,000.00000	4,000.00
RAILROAD PROTECTIVE LIABILITY INSURANCE FOR IOWA INTERSTATE RAILROAD LLC									
Section Totals:				\$97,750.68		\$61,816.85		\$81,631.17	





Contracts and Specifications Bureau

07/16/2025 3:00 PM

Regulation of Construction and Material Bids

Page 5 of 7

Call Order: 203

Contract ID: 50-C050-158

Primary County: JASPER

Letting Date: July 15, 2025

Line No / Item Number Item Description		(1) ASPHALT SURFACE TECHNOLOGIES CORPORATION A/K/A ASTECH CORP.		(2) DENCO HIGHWAY CONSTRUCTION CORP.		(3) FAHRNER ASPHALT SEALERS, LLC	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0003 ROADWAY ITEMS - FM-C050(158)--55-50		Cat Alt Set:		Cat Alt Member:			
0260 2307-0025012	1,159.000 TON	48.00000	55,632.00	37.75000	43,752.25	99.69000	115,540.71
AGGREGATE, COVER - SAND							
0270 2307-0600456	22,084.000 GAL	3.48000	76,852.32	3.71000	81,931.64	3.66000	80,827.44
BINDER BITUMEN, CRS-2P							
0280 2319-1000000	8.550 MILE	4,800.00000	41,040.00	19,560.00000	167,238.00	3,841.95000	32,848.67
SLURRY LEVELING							
0290 2319-3000102	247.000 TON	200.00000	49,400.00	67.00000	16,549.00	162.54000	40,147.38
STRIP SLURRY TREATMENT FINE AGGREGATE							
0300 2319-3000200	3.500 MILE	4,800.00000	16,800.00	14,400.00000	50,400.00	7,821.12000	27,373.92
SURFACE PREPARATION FOR STRIP SLURRY TREATMENT							
0310 2319-4000000	5,600.000 GAL	4.00000	22,400.00	3.30000	18,480.00	3.91000	21,896.00
ASPHALT EMULSION FOR SLURRY LEVELING, SLURRY WEDGE, AND SLURRY TREATMENT							
0320 2527-9263217	898.060 STA	70.00000	62,864.20	17.00000	15,267.02	64.00000	57,475.84
PAINTED PAVEMENT MARKINGS, DURABLE							

Call Order: 203

Contract ID: 50-C050-158

Primary County: JASPER

Letting Date: July 15, 2025

Line No / Item Number Item Description		(1) ASPHALT SURFACE TECHNOLOGIES CORPORATION A/K/A ASTECH CORP.		(2) DENCO HIGHWAY CONSTRUCTION CORP.		(3) FAHRNER ASPHALT SEALERS, LLC	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0003 ROADWAY ITEMS - FM-C050(158)--55-50		Cat Alt Set:		Cat Alt Member:			
0330 2528-8445110	(1) LS	8,000.00000	8,000.00	3,250.00000	3,250.00	27,000.00000	27,000.00
TRAFFIC CONTROL							
0340 2528-8445113	30.000 EACH	575.00000	17,250.00	575.00000	17,250.00	575.00000	17,250.00
FLAGGERS							
0350 2528-8445115	6.000 EACH	865.00000	5,190.00	865.00000	5,190.00	865.00000	5,190.00
PILOT CARS							
0360 2533-4980005	(1) LS	40,000.00000	40,000.00	10,000.00000	10,000.00	25,000.00000	25,000.00
MOBILIZATION							
0370 2544-1001100	8.550 MILE	4,800.00000	41,040.00	6,100.00000	52,155.00	4,785.76000	40,918.25
CLEANING AND FILLING CRACKS (PAVEMENT MAINTENANCE)							
0380 2544-1003000	2,137.500 GAL	5.00000	10,687.50	3.40000	7,267.50	12.76000	27,274.50
FILLER MATERIAL (MAINTENANCE)							
Section Totals:		\$447,156.02		\$488,730.41		\$518,742.71	
Contract Item Totals		\$905,232.45		\$908,121.41		\$1,06,915.51	



07/16/2025 3:00 PM

Contracts and Specifications Bureau

Publication of Construction and Material Bids

Page 7 of 7

Call Order: 203

Contract ID: 50-C050-158

Primary County: JASPER

Letting Date: July 15, 2025

Contract Time Totals

Contract Grand Totals

\$905,232.45

\$908,121.41

1,006,915.51

( ) indicates item is bid as Lump Sum

**CONFIDENTIAL - destroy if NOT awarded**



LETTING DATE: November 18, 2025  
PROJECT NUMBER: BRS-CO50(150)--60-50  
JASPER COUNTY  
BRIDGE REPLACEMENT-PPCB

**SECTION 404 PERMIT AND CONDITIONS** 281-1  
10-18-16  
Construct this project according to the requirements of U S Army Corps of Engineers NATIONWIDE PERMIT 3 The U S Army Corps of Engineers reserves the right to visit the site without prior notice.

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS  
THE CONTRACTOR IS REQUIRED TO CONTACT "ONE CALL" AT (800) 292-8989 TO OBTAIN LOCATIONS FOR ALL EXISTING UTILITIES  
WORKING DRAWINGS AND FALSEWORK PLANS AND CALCULATIONS SHALL BE CERTIFIED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF IOWA. FALSEWORK PLANS SHALL INCLUDE AN ESTIMATE FOR SETTLEMENT OF FORMS. PLANS, DRAWINGS AND CALCULATIONS ARE TO BE SENT TO JASPER COUNTY ENGINEER  
910 NORTH 11TH AVE EAST  
NEWTON, IOWA 50208



SCALE IN MILES  
SCALE IN KILOMETERS  
PROJECT LOCATION

SCALES AS NOTED  
2022 AADT 530 V P U



IOWA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION  
PLANS OF PROPOSED IMPROVEMENT ON THE  
**FARM TO MARKET SYSTEM**  
**JASPER COUNTY**  
BRS-CO50(150)--60-50  
**BRIDGE REPLACEMENT - PPCB**  
ON F-62, OVER ELK CREEK  
FROM SHAWNEE AVE. E 0.2 MILES S10 T78 R18  
FHWA NO. 195300

**JASPER COUNTY BOARD OF SUPERVISORS**

Supervisor	Date
Supervisor	Date
Supervisor	Date

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, 2028

SHEETS COVERED BY THIS SEAL: 1-17  
(ENTIRE SUBMISSION UNLESS SPECIFIED HERE)



INDEX OF SHEETS

NO.	DESCRIPTION
1	TITLE SHEET
2	QUANTITIES
3	GENERAL NOTES
4	GENERAL PLAN
5	SITUATION PLAN, LONGITUDINAL SECTION, AND HYDRAULIC DATA
6	POLLUTION PREVENTION PLAN
7 & 8	SOUNDING DATA
9	SUPERSTRUCTURE DETAILS, TYPICAL SECTIONS
10, 11	TABULATIONS
12, 13, 14, 15	CROSS SECTIONS
16	TRAFFIC CONTROL PLAN
17	TRAFFIC CONTROL SIGNAGE

TOTAL SHEETS 17

MILEAGE SUMMARY

DIV.	LOCATION	LN. FT.	MILES
BGN STA 2+00	END STA 12+00	1000	0.189

STANDARD BRIDGE PLANS

THE FOLLOWING STANDARD PLANS SHALL BE CONSIDERED APPLICABLE TO CONSTRUCTION WORK ON THIS PROJECT

STANDARD	DATE	STANDARD	DATE	STANDARD	DATE
H30-01-06	04-13	H30-10-06	06-11	H30-59-06	04-13
H30-01A-06	04-13	H30-36-06	07-10	H30-65-06	07-10
H30-02-06	04-13	H30-37-06	07-10	H30-67-06	06-14
H30-03-06	06-12	H30-38-06	07-10	H30-68-06	06-14
H30-04-06	06-12	H30-39-06	07-10		
H30-05-06	04-13	H30-40-06	06-11		
H30-06-06	01-12	H30-41-06	06-11		
H30-07-06	07-10	H30-42-06	07-10		

STANDARD ROAD PLANS

THE FOLLOWING STANDARD PLANS SHALL BE CONSIDERED APPLICABLE TO CONSTRUCTION WORK ON THIS PROJECT

STANDARD	DATE	STANDARD	DATE	STANDARD	DATE
BA-200	04-15-25	LS-625	10-19-21		
BA-201	10-18-22	LS-630	10-19-21		
BA-202	04-15-25	PA-110	10-19-21		
BR-201	10-15-24	PA-101	04-19-22		
EC-201	04-20-21	SI-173	04-19-18		
EC-204	10-19-21	SI-211	10-19-22		
EW-301	04-16-24	TI-253	04-21-20		
EW-401	10-20-15				



UTILITY CONTACT INFORMATION

UTILITY COMPANY NAME	CONTACT PERSON	PHONE	CONTACT EMAIL
Altant Energy	Field Engineer	800-255-4268	locate_ipL@altantenergy.com
AT&T	Lanny Vona	816-275-4014	lv2121@att.com
Iowa Regional Utility Assoc.	Kimberlin Annis	841-792-7011	locate@irua.net
MIDAMERICAN	Talcom On Call	515-281-2313	telecomoncall@midamerican.com
Searsboro Telephone Company	Josh Rohndaal	841-894-2505	jossulya@netins.net
Sully Telephone Company	Arlis J Scholten	515-994-2905	sullytel@netins.net

**LL-SALT(FY26)--73-50**

**Jasper County**

**Bid Tabulation**

**Project Award Amount:** \$0.00

**Route:**

**Location:** Jasper County

**Work Type:** Rock Salt

**Letting Date:** 7/30/2025 02:00 PM

**Approximate Start Date:** 9/1/2025

**Contract Period:** 0 Work Days

**Award Recommendation:** Independent Salt Co.

Rank	Contractor	Total Bid	Percent of Estimate	% Over Low Bid
1	Independent Salt Co.	\$115,500.00	86.81%	0.00%
2	BlackStrap, Inc	\$116,400.00	87.49%	0.78%
3	Central Salt	\$118,800.00	89.29%	2.86%
4	Compass Minerals	\$179,430.00	134.86%	55.35%

LL-SALT(FY26)--73-50

Jasper County

Bid Tabulation

				Engineer's Estimate		Independent Salt Co. Kanopolis, KS 67454		BlackStrap, Inc 84601 Airport Rd Neligh, NE 68756	
	Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.	2599-9999020 Rock Salt	1,500.000	TON	\$88.70	\$133,050.00	\$77.00	\$115,500.00	\$77.60	\$116,400.00
Contract Totals					\$133,050.00		\$115,500.00		\$116,400.00
Percent of Estimate					100.00%		86.81%		87.49%



				Central Salt 1420 State Road 14 Lyons, IA 67554		Compass Minerals 9900 W 109th St, Suite 100 Overland Park, IA 66210	
	Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price
1.	2599-9999020 Rock Salt	1,500.000	TON	\$79.20	\$118,800.00	\$119.62	\$179,430.00
Contract Totals				\$118,800.00		\$179,430.00	
Percent of Estimate				89.29%		134.86%	

# BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LL-SALT(FY26)--73-50

Type of Work: Rock Salt

System: Local

Miles: 0.000

## Location and Description : : Jasper County

Jasper County is taking bids for the purchase of rock salt for the 2025-2026 winter season, bid price to extend through the months of September 2025 to May 2026. The average quantity of rock salt purchased during these winter months is 1500 tons. The actual amount purchased varies with seasonal conditions. The material will be supplied through the course of the 2025-2026 winter season, as needed by Jasper County. Purchase price to include delivery to the Jasper County Shop in Newton, Iowa. The supplier will be able to respond to a request for rock salt within a 14-day period.

Proposal of: Independent Salt Company  
Name of Bidder  
1126 20th Rd./P.O. Box 36  
Street Address  
Kanopolis KS 67454  
City State Zip Code  
48-0981376  
Federal Tax I.D. Number  
785-472-4421 785-472-5196 chris@indsalt.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
0	Approximate Start Date	9/1/2025	\$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.

Signature Christopher F. Tully - Sales Manager Date 7/16/25

Signature

Date

Attest: Jenna Jennings, County Auditor

Date

Date of Letting: Wednesday, July 30, 2025, 02:00 PM, Engineer's Office, Newton, Iowa

**SCHEDULE OF PRICES -- PROPOSAL**  
**Jasper County, Iowa -- Project LL-SALT(FY26)--73-50**

Type of work : Rock Salt

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
Division 1					
1. 2599 - 9999020	Rock Salt	TON	1500.000	\$77.00	\$115,500.00
Total Bid				\$115,500.00	

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-SALT(FY26)--73-50

Type of Work: Rock Salt

System: Local

Miles: 0.000

## Location and Description : : Jasper County

Jasper County is taking bids for the purchase of rock salt for the 2025-2026 winter season, bid price to extend through the months of September 2025 to May 2026. The average quantity of rock salt purchased during these winter months is 1500 tons. The actual amount purchased varies with seasonal conditions. The material will be supplied through the course of the 2025-2026 winter season, as needed by Jasper County. Purchase price to include delivery to the Jasper County Shop in Newton, Iowa. The supplier will be able to respond to a request for rock salt within a 14-day period.

Proposal of:

Blackstrap, Inc  
Name of Bidder

PO Box 258 / 84601 Airport Rd,  
Street Address

Ne ligh Ne 68756  
City State Zip Code

26-1605956

Federal Tax I.D. Number

402-887-5651 887-5653 marriah@blackstrapinc.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
0	Approximate Start Date	9/1/2025	\$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.

[Signature]  
Signature

7-28-25  
Date

Signature

Date

Attest: Jenna Jennings, County Auditor

Date



**SCHEDULE OF PRICES -- PROPOSAL**  
**Jasper County, Iowa -- Project LL-SALT(FY26)--73-50**

Type of work : Rock Salt

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
Division 1					
1. 2599 - 9999020	Rock Salt	TON	1500.000	\$ 77.60	\$ 116,400.00
Total Bid					

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-SALT(FY26)--73-50

Type of Work: Rock Salt

System: Local

Miles: 0 000

## Location and Description : : Jasper County

Jasper County is taking bids for the purchase of rock salt for the 2025-2026 winter season, bid price to extend through the months of September 2025 to May 2026. The average quantity of rock salt purchased during these winter months is 1500 tons. The actual amount purchased varies with seasonal conditions. The material will be supplied through the course of the 2025-2026 winter season, as needed by Jasper County. Purchase price to include delivery to the Jasper County Shop in Newton, Iowa. The supplier will be able to respond to a request for rock salt within a 14-day period.

Proposal of: Central Salt, LLC  
Name of Bidder  
1420 State Rd 14  
Street Address  
Lyons KS 67554  
City State Zip Code  
43-1788697  
Federal Tax I.D. Number  
620-257-5626 620-257-5052 lyoung@centralsalt.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).

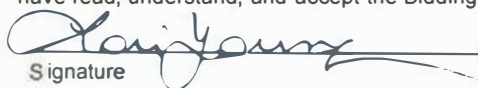
If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided 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
0	Approximate Start Date	9/1/2025	\$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.

  
Signature

July 28, 2025

Date

Signature

Date

Attest: Jenna Jennings, County Auditor

Date

Date of Letting: Wednesday, July 30, 2025, 02:00 PM, Engineer's Office, Newton, Iowa

**SCHEDULE OF PRICES -- PROPOSAL**  
**Jasper County, Iowa -- Project LL-SALT(FY26)--73-50**

Type of work : Rock Salt

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
Division 1					
1. 2599 - 9999020	Rock Salt	TON	1500.000	\$ 79.20	\$ 118,800.00
Total Bid					

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-SALT(FY26)--73-50

Type of Work Rock Salt

System Local

Miles 0.000

## Location and Description : Jasper County

Jasper County is taking bids for the purchase of rock salt for the 2025-2026 winter season, bid price to extend through the months of September 2025 to May 2026. The average quantity of rock salt purchased during these winter months is 1500 tons. The actual amount purchased varies with seasonal conditions. The material will be supplied through the course of the 2025-2026 winter season as needed by Jasper County. Purchase price to include delivery to the Jasper County Shop in Newton, Iowa. The supplier will be able to respond to a request for rock salt within a 14-day period.

Proposal of: Compass Minerals America Inc  
Name of Bidder  
9900 W 109th Street  
Street Address  
Overland Park KS 66210  
City State Zip Code  
48-1047632  
Federal Tax I D Number  
800-323-1641 913-338-7945 highwaygroup@compassminerals.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
0	Approximate Start Date	9/1/2025	\$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.

Austin Hilbrands - Austin Hilbrands - Manager Highway Sales 7/21/25  
Signature Date

\_\_\_\_\_  
Signature Date

Attest: Jenna Jennings, County Auditor \_\_\_\_\_  
Date

Date of Letting: Wednesday, July 30, 2025, 02:00 PM, Engineer's Office, Newton, Iowa



**SCHEDULE OF PRICES -- PROPOSAL**  
**Jasper County, Iowa -- Project LL-SALT(FY26)--73-50**

Type of work : Rock Salt

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
Division 1					
1 2599 - 9999020	Rock Salt	TON	1500.000	\$ 119.62	\$ 179,430.00
				<b>Total Bid</b>	<b>\$ 179,430.00</b>

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.

**L-C050(S33STEEL)--73-50**

**Jasper County**

**Bid Tabulation**

**Project Award Amount:** \$0.00

**Route:** County Line Road

**Location:** From E 88th St S West 0.20 Miles

**Work Type:** Bridge Steel - Material

**Letting Date:** 7/30/2025 02:00 PM

**Approximate Start Date:** 11/3/2025

**Contract Period:** 30 Work Days

**Award Recommendation:** Oden Enterprises, Inc

Rank	Contractor	Total Bid	Percent of Estimate	% Over Low Bid
1	Oden Enterprises, Inc	\$135,993.84	93.79%	0.00%

**L-C050(S33STEEL)--73-50**

**Jasper County**

**Bid Tabulation**

				Engineer's Estimate		Oden Enterprises, Inc	
						Wahoo, NE 68066	
	Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price
1.	2599-9999005 Substructure Steel Package for Single Span 50' Steel Girder Bridge, 50'x2...	2	EACH	\$30,000.00	\$60,000.00	\$34,043.31	\$68,086.62
2.	2599-9999005 Superstructure Steel Package for Single Span 50' Steel Girder Bridge, 50'...	1	EACH	\$85,000.00	\$85,000.00	\$67,907.22	\$67,907.22
<b>Contract Totals</b>				<b>\$145,000.00</b>		<b>\$135,993.84</b>	
<b>Percent of Estimate</b>				<b>100.00%</b>		<b>93.79%</b>	

# BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: L-C050(S33STEEL)--73-50

Type of Work: Bridge Steel - Material

System: Local

Miles: 0.000

Location and Description : County Line Road: From E 88th St S West 0.20 Miles

This letting is for MATERIAL ONLY.

Superstructure and Substructure steel packages for a single span 50' Steel Girder Bridge, 50x24'-6" Deck on 0° Skew, HL-93 Design Loading set on Steel Backwall Abutments

Superstructure and Substructure steel package final design shall be considered a deliverable for this work. Conceptual substructure design, bridge profile, and geotechnical report attached for use in completing this final design. CAD file for the conceptual substructure design available upon request. Shop drawings, fabrication drawings, and other equivalent plan information shall be provided as a final design submittal package. Final design submittal package shall be certified by a professional engineer licensed in the State of Iowa and shall be considered part of this steel package bid. County review and acceptance of this submittal package shall be completed prior to fabrication. Final design submittal package shall be completed in accordance with the Iowa DOT LRFD Bridge Design Manual and shall include all reactions and loadings to show compliance with HL-93. It shall also provide information on the structural shapes being supplied for each component of the substructure such as pile, stiffeners, cross bracing, caps, bearing supports, plates and shims, shear studs, reinforcing steel bar, and other miscellaneous shapes as required for a complete structure. In addition, it shall include a set of structural steel framing plans showing shape and size and connection details.

Proposal of: Oden Enterprises, Inc.

Name of Bidder

PO Box 26

Street Address

Wahoo

NE

68066

City

State

Zip Code

47-0551230

Federal Tax I.D. Number

800-950-6336

402-443-5289

stu@oden@yahoo.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
30	Approximate Start Date	11/3/2025	\$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.





Signature

7-22-2025

Date

Signature

Date

Attest: Jenna Jennings, County Auditor

Date

Date of Letting: Wednesday, July 30, 2025, 02:00 PM, Engineer's Office, Newton, Iowa

## SCHEDULE OF PRICES -- PROPOSAL

Jasper County, Iowa -- Project L-C050(S33STEEL)--73-50

Type of work : Bridge Steel - 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
Division 1					
1. 2599 - 9999005	Substructure Steel Package for Single Span 50' Steel Girder Bridge, 50'x24'-6" Deck on 0° Skew, HL-93 Design Loading	EACH	2	34,043.31	68,086.62
2. 2599 - 9999005	Superstructure Steel Package for Single Span 50' Steel Girder Bridge, 50'x24'-6" Deck on 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail	EACH	1	67,907.22	67,907.22
Total Bid				\$135,993.84	

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.

Please note:

- 5- HP10" X 42# X 65' abutment and
- 4- HP10" X 42# X 35' wing pile per abutment.
- 25 foot sheet pile per each abutment.

**Resolution \_\_\_\_\_**  
**To Designate Voting Representatives for the Iowa State Association of Counties**

**WHEREAS**, Jasper County ("County") is a member of the Iowa State Association of Counties; and

**WHEREAS**, the ISAC Articles of Incorporation were updated in November 2024 to require the County to designate, through resolution by its Board of Supervisors, its County Voting Representatives; and

**WHEREAS**, only the designated County Voting Representatives have the power to vote on behalf of the County at ISAC; and

**WHEREAS**, the County Voting Representatives must be either elected county officials or the principal officer for each county department represented by an Affiliated Association of ISAC.

**NOW, THEREFORE, BE IT RESOLVED** that the Jasper County Board of Supervisors, effective immediately, hereby designates the following persons as County Voting Representatives for ISAC:

Iowa State Association of County Supervisors: **Brandon Talsma, Doug Cupples, Thad Nearmyer**

Iowa State Sheriffs' and Deputies' Association: **Brad Shutts**

Iowa County Attorneys Association, Inc.: **Scott Nicholson**

Iowa State Association of County Auditors: **Jenna Jennings**

Iowa State County Treasurers Association: **Doug Bishop**

Iowa County Recorders Association, Inc.: **Denise Allan**

Iowa County Engineers Association: **Michael Frietsch**

Iowa State Association of Assessors: **Stacey Von Dielingen**

Iowa Community Services Association:

Iowa Emergency Management Association: **Jamey Robinson**

County Conservation Directors Association of Iowa: **Keri Van Zante**

Iowa Environmental Health Association, Inc.: **Kevin Luetters**

Iowa Counties Public Health Association: **Rebecca "Becky" Pryor**

County Zoning Officials of Iowa:

Iowa Counties Information Technology Organization: **Ryan Eaton**

Iowa Association of County Commissioners and Veterans Service Officers, Inc.: **Ray Maxey**

The County shall forward a copy of this Resolution with the names of the designated County Voting Representatives to [support@iowacounties.org](mailto:support@iowacounties.org).

Approved by the Jasper County Board of Supervisors on \_\_\_\_\_.

\_\_\_\_\_  
Board Chair: Brandon Talsma

\_\_\_\_\_  
Attest: Jenna Jennings, County Auditor

July 22, 2025

Tuesday, July 22, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Cupples, and Nearmyer present and accounted for Chairman Talsma presiding.

Motion by Cupples, seconded by Nearmyer to open a Public Hearing for the Amendment of the current budget FY2025-2026.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to close the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-117 approving the current FY2025-2026 budget amendment.

YEA: CUPPLES, NEARMYER, TALSMA

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-118 approving the appropriation for 2025-2026 budget amendment.

YEA: CUPPLES, NEARMYER, TALSMA

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Nearmyer, seconded by Cupples to approve a 3-year contract with Tyler Technologies and add an additional Cloud Reporting Services feature for a total of \$183,740 with a 5% increase yearly from thereafter.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve an internet service agreement with MCG for the Jasper County Nature Center in the amount of \$269.99.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a subcontract between Jasper County Board of Health and Jasper County Environmental Health for swimming pools, spa facilities, and tattoo establishments inspection and enforcement for 3 years.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve an agreement between the State of Iowa Department of Inspections, Appeals, & Licensing and Jasper County Board of Health so the Jasper County Environmental Health can do the inspections and enforce regulations with respect to swimming pools, spa facilities, and tattoo establishments for 3 years in Jasper and Poweshiek counties.

YEA: CUPPLES, NEARMYER, TALSMA

JEDCO Director, Jeff Davidson and Executive Director for DMACC, Kim Didier presented Phase 1 that has been completed and Phase 2 that they are working on. DMACC's application is for a \$580,000 CAT grant to assist in the completion of the green space at Legacy Plaza. The City of Newton will be contributing



\$50,000 to the project. County and City funding is required by the program rules for DMACC to submit the application.

Motion by Cupples, seconded by Nearmyer to approve the contribution of funds of \$5,000 to the Des Moines Area Community College Grant application to the State of Iowa Community Attraction and Tourism (CAT) Grant program.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-119 appointing UMB Bank, N.A of West Des Moines, Iowa to serve as paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement.

YEA: CUPPLES, NEARMYER, TALSMA

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-120 approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$1,715,000 Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2025C, and levying a tax to pay said notes; approval of the continuing disclosure certificate.

YEA: CUPPLES, NEARMYER, TALSMA

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Cupples, seconded by Nearmyer to approve 2025 Homestead and Military acknowledged, allowance, and disallowance recommendations.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve Board of Supervisors minutes for July 15, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

There were no Board Appointments.

Motion by Nearmyer, seconded by Cupples to adjourn from the regular meeting and enter into the work session.

YEA: CUPPLES, NEARMYER, TALSMA

The Board discussed moving forward with a merit-based pay system vs. a five-step pay scale system. After much discussion and several months, the Board feels it's best to move forward with a five-step pay scale. Lori Nore in the Auditor's Office will work on putting together scales for the wage committee to review before taking them to the Board of Supervisors for approval.

Motion by Cupples, seconded by Nearmyer to adjourn Tuesday, July 22, 2025, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, NEARMYER, TALSMA

Resolution No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CLOSURE AND REMOVAL OF A  
BRIDGE IN JASPER COUNTY, IOWA**

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_

WHEREAS, a bridge is defined by Iowa Code 309.1 as a structure or multiple pipes that support a highway or railway over a depression or obstruction and said structure has an opening greater than 20 feet; and

WHEREAS, the Jasper County Secondary Roads department (COUNTY) through a 3<sup>rd</sup> Party bridge inspection firm completed the inspection of the bridge over the North Skunk River on Iowa Street known as Bridge I07 by the County and as 197730 by the Federal Highway Administration (FHWA), and

WHEREAS, the latest inspection revealed a split and decayed abutment cap, severe pile decay, backwall movement, deck plank splitting and decay, and

WHEREAS, to resolve the issues with the abutments would require the removal of the deck, beams, and abutments and then complete replacement of the abutments and

WHEREAS, the replacement of abutments, beams, and deck could not be in-kind since it would need to meet current bridge loading requirements to avoid load posting immediately after completion, and

WHEREAS, a replacement not in-kind would be a construction project and in-turn subject to programming with the Iowa DOT and subsequent review and/or permitting with the Army Corp of Engineers (COE) and the Iowa Department of Natural Resources (DNR), and

WHEREAS, this would result in a replacement bridge that is longer, wider, and at a higher elevation and in turn necessitating the need for additional permanent easement for public highway (right-of-way) and the allocation of approximately \$2,500,000 in funding, and

WHEREAS, the County has applied for and been unsuccessful with two (2) different sources of grant funding, and

WHEREAS, the County Highway Bridge Program (HBP) funding is allocated to the replacement of bridges on paved Farm-to-Market (FM) routes, this route and bridge are not part of the FM system and therefore ineligible for funding, and insufficient funds are available in the Local Secondary Roads Budget (Local Funds), and

Resolution No. \_\_\_\_\_

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Jasper County, Iowa, that the County hereby authorizes the removal of this bridge and the subsequent programming of a replacement for said bridge only when a source of funding is successfully awarded and approved by the Board of Supervisors of Jasper County, Iowa:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Thad Nearmyer

\_\_\_\_\_  
Brandon Talsma

\_\_\_\_\_  
Doug Cupples

ATTEST: \_\_\_\_\_ Jenna Jennings  
Jasper County Auditor