



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, JULY 24, 2023, 8:30 AM  
REGULAR SESSION, TUESDAY, JULY 25, 2023, 5:30 PM  
327 N. Ashley Street - 2nd Floor

**1. Call To Order**

**2. Invocation**

**3. Pledge Of Allegiance To The Flag**

**4. Recognition of Pretrial, Probation, and Parole Supervision Week 2023**

**5. Minutes For Approval**

- a. Work Session - July 10, 2023 & Regular Session - July 11, 2023

Recommended Action: Approve

Documents:

**6. For Consideration**

- a. Motorola SUAll (Evergreen)

Recommended Action: Approve

Documents:

- b. Vertiv Service Contract for the Liebert UPS at the 911 Center & the Four Tower Sites

Recommended Action: Approve

Documents:

- c. Acceptance of FY24 Juvenile Justice Incentive Grant Funding

Recommended Action: Approve

Documents:

- d. Approval of FY24 Juvenile Justice Delinquency Prevention Grant Application

Recommended Action: Approve

Documents:

- e. Fire Rescue Engine 10 Emergency Repair

Recommended Action: Approve

Documents:

- f. Permitting and Inspections Ordinances

Recommended Action: Adopt

Documents:

- g. Building Permit Fee Schedule

Recommended Action: Adopt

Documents:

**7. Bid**

- a. Exit 13 Touchton Road Water Main Extension  
Recommended Action: Approve  
Documents:

**8. Reports - County Manager**

**9. Citizens Wishing To Be Heard - Please State Your Name and Address**

**10. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Motorola SUAll (Evergreen)

DATE OF MEETING: July 25, 2023

Work Session/Regular Session

BUDGET IMPACT: \$489,310.00 Annually  
\$40,776.00 Monthly

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: The Renewal of the Motorola System Upgrade Agreement, or SUAll

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HISTORY, FACTS AND ISSUES: This is for the renewal of the Motorola System Upgrade Agreement, or SUAll, that will allow Lowndes County to maintain a current system by providing system upgrades every two years. Subscriber maintenance and infrastructure maintenance is also covered under the SUAll agreement, along with 24/7 support. Lowndes County will pay Motorola a monthly amount of \$40,776.00.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: E911

DEPARTMENT HEAD: Danny Weeks

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Vertiv Service Contract for the Liebert UPS at the 911 Center & the Four Tower Sites

DATE OF MEETING: July 25, 2023

Work Session/Regular Session

BUDGET IMPACT: \$28,892.56 - Total

\$12,230.92 - 911 Center

\$14,661.64 - Four Tower Sites

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Vertiv Service Contract for the Liebert UPS at the 911 Center & the Four Tower Sites

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HISTORY, FACTS AND ISSUES: The annual renewal for the Uninterruptible Power Supply (UPS) service contract is due. The agreement includes a guaranteed 4-hour response 24/7, emergency service labor and travel coverage, preventative maintenance visits, and battery replacement for the 911 Center and the four (4) Tower Sites. The four Tower Sites are in Hahira, Valdosta, Naylor, and Clyattville and the service contract for each site will cost \$3,665.41. The service contract for the 911 Center will cost \$12,230.92.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: E911

DEPARTMENT HEAD: Danny Weeks

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# Proposal for Service

Vertiv Corporation

6/20/2023  
LOWNDES COUNTY 911  
1515 MADISON HWY  
VALDOSTA, GA, 31601

6/20/2023

LOWNDES COUNTY 911  
1515 MADISON HWY  
VALDOSTA, GA, 31601  
CPQ-427823-1

**Alex,**

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (904) 642-3369. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Cathy Fowler

11243-7 St. Johns Industrial Pkwy South

Jacksonville, FL 32246

**PHONE** (904) 333-9078

**EMAIL** cfowler@joepowell.com

**Order** CPQ-427823-1

**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

**Standard Maintenance Contracts:**

Site#: 1131402  
 LOWNDES COUNTY 911  
 1515 MADISON HWY  
 VALDOSTA, GA  
 31601  
 US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1423824	SEALED BATTERY	38BP030RHR1BNR	2	Essential 8x5 (07/01/2023) - (06/30/2024)	\$1,884.30
1423825	SEALED BATTERY	38BP030RHR1BNR	2	Essential 8x5 (07/01/2023) - (06/30/2024)	\$1,884.30
1423826	NX 20-30	38SB030C0CHR	2	ESSENTIAL (07/01/2023) - (06/30/2024)	\$4,231.16
1423827	NX 20-30	38SB030C0CHR	2	ESSENTIAL (07/01/2023) - (06/30/2024)	\$4,231.16

**Total price not including tax: \$12,230.92**  
*any tax required must be included in customer purchase order*  
**Payment Terms: Net 30 Days**

## SCOPE OF WORK

### UNINTERRUPTIBLE POWER SYSTEMS

### ALL 3-PHASE MODELS

### ESSENTIAL SERVICE - 2 PM

## SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

## VERTIV PROPRIETARY SERVICE TOOLS AND SOFTWARE

Vertiv Customer Engineers (CEs) are the only authorized, factory-trained and OEM-supported service providers for Vertiv equipment with access to Vertiv's proprietary service tools and software to ensure optimal equipment performance.

- ☑ Using proprietary software Ppvis™, Paramset™, and WinSVT™ CEs apply Vertiv's knowledge base to diagnose, configure and optimize your Vertiv equipment.
- ☑ Vertiv is the only authorized source for critical proprietary firmware updates providing your equipment the latest version of operational firmware to ensure equipment is running at optimal performance and efficiency levels.
- ☑ Vertiv exclusively enables:
  - ☑ Access to OEM engineering support and product enhancements.
  - ☑ Optimized methods of procedure for efficient service supported by proprietary documentation.
  - ☑ Improved MTBR and MTTR.
  - ☑ Root cause forensic analysis.
  - ☑ Continual improvements with tested and certified updates for software and hardware improvements throughout the equipment's lifecycle.
  - ☑ CEs to be equipped with proprietary service documentation that provides access to the latest method of procedures and event data to return equipment online in the most efficient manner possible.
  - ☑ Benchmarking against the entire service population to identify service trends and provide solutions rapidly or before they occur, reducing or eliminating customer events and outages.



- ☑ Vertiv Service CEs are trained in NFPA 70E and OSHA best practices, and all processes and procedures strictly comply with NFPA 70E industry standards.

## SERVICE PERFORMED

### UPS Full Preventive Maintenance Service

#### *Semi-Annual Service*

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Conduct diagnostic review with proprietary access to internal event logs.
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
7. Measure and record the dc float voltage at the UPS and at the battery
8. Measure and record the ripple voltage and current

#### *Annual Service*

1. Check power capacitors for swelling or leaking oil (if applicable).
2. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
3. Measure and record harmonic trap filter currents (if applicable).
4. Check the inverter and rectifier snubbers for burned or broken wires.
5. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
6. Check fuses on the DC capacitor deck for continuity (if applicable).
7. With customer approval, perform operational test of the system, including unit transfer and battery discharge.
8. Calibrate and record all electronics to system specifications.
9. Check or perform Engineering Field Change Notices (FCN) as necessary.
10. Measure and record all low-voltage power supply levels.
11. Record phase-to-phase input voltage and currents.
12. Record real and apparent power for each phase.
13. Review system performance with customer to address any questions and to schedule any repairs.

### Battery Inspection Service - Performed During the UPS Annual PM Service

1. Check integrity of battery cabinet (if applicable).
2. Perform a visual inspection of the battery, battery cabinet or rack and battery room and note any deficiencies and recommendations.

## ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes batteries, air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

Modular designed UPS systems may have less accessibility to listed “if applicable” checks above due to the design and usage of certain UPS systems.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

## SCOPE OF WORK

### STATIONARY BATTERY SYSTEMS

#### VRLA (SEALED) BATTERY

#### ESSENTIAL SERVICE - 2 PM

### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

### SERVICE PERFORMED

**\*\*During the initial PM visit, an Annual Service PM must be performed.\*\***

#### Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple voltage.
4. Measure and record overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.

10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal Ohmic values.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken, and/or planned.

#### **Annual Service (includes the above, plus)**

1. Re-tighten all connections to the battery manufacturer's specifications, if applicable. Refer to the manufacturer's literature to determine if re-tightening is required.
2. Measure and record all battery connection Ohmic values, when applicable.
3. Corrective Maintenance Performed as Required

#### **Conditions for Single Jar Replacement Service for Lead Acid Batteries**

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.
4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

### **ASSUMPTIONS AND CLARIFICATIONS**

Does not include labor for full-string replacement.

### **CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

### **TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

**Order Number: CPQ-427823-1**

Purchase Order must be assigned to:  
Vertiv Corporation  
505 N. Cleveland Avenue.  
Westerville, OH 43082

Payment remittance address:  
Vertiv Corporation  
PO Box 70474  
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:  
Vertiv Corporation c/o Cathy Fowler  
Attn: Cathy Fowler  
Email: cfowler@joepowell.com  
Fax: Fax: (904) 645-0355

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached:  Yes  No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method:  Web Billing (Attach Instructions)  Mail  Other \_\_\_\_\_  
 Accounts Payable Email \_\_\_\_\_ @ \_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt:  Yes (Attach tax exempt certificate)  No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*\* COVERAGE DETAILS \*\***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By: \_\_\_\_\_

Accepted By: \_\_\_\_\_

**Cathy Fowler** \_\_\_\_\_  
Date

Buyer Signature Required \_\_\_\_\_  
Date

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

**Vertiv Corporation**  
**TERMS AND CONDITIONS OF SALE**

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

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

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

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

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

spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESELLER PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

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

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

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software.

In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

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

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

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

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

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

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

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

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

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

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

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

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

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

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

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

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,

and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

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

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

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

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# Proposal for Service

Vertiv Corporation

6/20/2023  
LOWNDES COUNTY 911  
1515 MADISON HWY  
VALDOSTA, GA, 31601

6/20/2023  
LOWNDES COUNTY 911  
1515 MADISON HWY  
VALDOSTA, GA, 31601  
CPQ-427854-1

**Alex,**

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (904) 642-3369. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Cathy Fowler

11243-7 St. Johns Industrial Pkwy South  
Jacksonville, FL 32246

**PHONE** (904) 333-9078

**EMAIL** cfowler@joepowell.com

**Order** CPQ-427854-1

**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

**Standard Maintenance Contracts:**

**Site#: 2081010**  
**LOWNDES COUNTY 911**  
**5522 MADISON HIGHWAY**  
**VALDOSTA, GA**  
**31601**  
**US**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1279749	NFINITY 4-16	NB16S0712600	1	ESSENTIAL (07/01/2023) - (06/30/2024)	\$1,989.23
1279750	NFINITY 4-16	N900E1100000	1	ESSENTIAL (07/01/2023) - (06/30/2024)	\$1,676.18

**Total price not including tax: \$3,665.41**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**

## SCOPE OF WORK

### MODULAR/EXTENDED BATTERY CABINET

### NFINITY AND APS

### ESSENTIAL SERVICE - 1 PM

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

#### SERVICE PERFORMED

##### Battery Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
4. Inspect for broken, brittle, damaged, or heat stressed components and cables.
5. Clean any foreign material and dust from internal compartments.
6. Perform a status check of alarm circuits.
7. Perform an operational test of the system including unit transfer to and from battery.
8. Install or perform Engineering Field Modifications including firmware revisions as necessary.
9. Return the system to normal load and verify the output voltage.
10. Review system performance with customer to address any system questions.

#### ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

## SCOPE OF WORK

### UNINTERRUPTIBLE POWER SYSTEMS

### NFINITY

### ESSENTIAL SERVICE PARTS NOT GUARANTEED - 1 PM

## SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer at the customer's convenience (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Parts are NOT Guaranteed. If a part is required to service the equipment and is available, it will be covered under this contract (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

## SERVICE PERFORMED

### UPS Preventive Maintenance Service

1. Record the phase to phase input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer to and from bypass.
9. Perform an operational test of the system including unit transfer to and from battery.

10. Install or perform Engineering Field Modifications including firmware revisions as necessary.
11. Return the system to normal load and verify the output voltage.
12. Review system performance with customer to address any system questions.

## ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

**Order Number: CPQ-427854-1**

Purchase Order must be assigned to:  
Vertiv Corporation  
505 N. Cleveland Avenue.  
Westerville, OH 43082

Payment remittance address:  
Vertiv Corporation  
PO Box 70474  
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:  
Vertiv Corporation c/o Cathy Fowler  
Attn: Cathy Fowler  
Email: cfowler@joepowell.com  
Fax: Fax: (904) 645-0355

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached:  Yes  No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method:  Web Billing (Attach Instructions)  Mail  Other \_\_\_\_\_  
 Accounts Payable Email \_\_\_\_\_ @ \_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt:  Yes (Attach tax exempt certificate)  No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*\* COVERAGE DETAILS \*\***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Accepted By:

\_\_\_\_\_  
**Cathy Fowler** Date

\_\_\_\_\_  
Buyer Signature Required Date

\_\_\_\_\_  
Printed Name Title Phone



**Vertiv Corporation**  
**TERMS AND CONDITIONS OF SALE**

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

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

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

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

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

spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESELLER PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

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

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

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software.

In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

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

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

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

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

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

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

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

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

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

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

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

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

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

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

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

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,

and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

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

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

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

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# Proposal for Service

Vertiv Corporation

6/20/2023  
LOWNDES COUNTY 911  
1515 MADISON HWY  
VALDOSTA, GA, 31601

6/20/2023

LOWNDES COUNTY 911  
1515 MADISON HWY  
VALDOSTA, GA, 31601  
CPQ-427884-1

**Alex,**

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (904) 642-3369. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Cathy Fowler

11243-7 St. Johns Industrial Pkwy South  
Jacksonville, FL 32246

**PHONE** (904) 333-9078

**EMAIL** cfowler@joepowell.com

**Order** CPQ-427884-1

**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

**Standard Maintenance Contracts:**

Site#: 2081007  
 LOWNDES COUNTY 911  
 5699 BOYETTE ROAD  
 HAHIRA, GA  
 31632  
 US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1281571	NFINITY 4-16	NB16S0712600	1	ESSENTIAL (07/01/2023) - (06/30/2024)	\$1,989.23
1281572	NFINITY 4-16	N900E1100000	1	ESSENTIAL (07/01/2023) - (06/30/2024)	\$1,676.18

**Total price not including tax: \$3,665.41**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**

## SCOPE OF WORK

### MODULAR/EXTENDED BATTERY CABINET

### NFINITY AND APS

### ESSENTIAL SERVICE - 1 PM

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

#### SERVICE PERFORMED

##### Battery Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
4. Inspect for broken, brittle, damaged, or heat stressed components and cables.
5. Clean any foreign material and dust from internal compartments.
6. Perform a status check of alarm circuits.
7. Perform an operational test of the system including unit transfer to and from battery.
8. Install or perform Engineering Field Modifications including firmware revisions as necessary.
9. Return the system to normal load and verify the output voltage.
10. Review system performance with customer to address any system questions.

#### ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



## SCOPE OF WORK

### UNINTERRUPTIBLE POWER SYSTEMS

### NFINITY

### ESSENTIAL SERVICE PARTS NOT GUARANTEED - 1 PM

### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer at the customer's convenience (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Parts are NOT Guaranteed. If a part is required to service the equipment and is available, it will be covered under this contract (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

### SERVICE PERFORMED

#### UPS Preventive Maintenance Service

1. Record the phase to phase input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer to and from bypass.
9. Perform an operational test of the system including unit transfer to and from battery.

10. Install or perform Engineering Field Modifications including firmware revisions as necessary.
11. Return the system to normal load and verify the output voltage.
12. Review system performance with customer to address any system questions.

## ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

**Order Number: CPQ-427884-1**

Purchase Order must be assigned to:  
Vertiv Corporation  
505 N. Cleveland Avenue.  
Westerville, OH 43082

Payment remittance address:  
Vertiv Corporation  
PO Box 70474  
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:  
Vertiv Corporation c/o Cathy Fowler  
Attn: Cathy Fowler  
Email: cfowler@joepowell.com  
Fax: Fax: (904) 645-0355

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached:  Yes  No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method:  Web Billing (Attach Instructions)  Mail  Other \_\_\_\_\_  
 Accounts Payable Email \_\_\_\_\_ @ \_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt:  Yes (Attach tax exempt certificate)  No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*\* COVERAGE DETAILS \*\***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Accepted By:

\_\_\_\_\_  
**Cathy Fowler**      Date

\_\_\_\_\_  
Buyer Signature Required      Date

\_\_\_\_\_  
Printed Name      Title      Phone

**Vertiv Corporation**  
**TERMS AND CONDITIONS OF SALE**

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

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

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

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

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

spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESELLER PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

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

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

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software.

In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

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

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

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

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

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

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

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

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

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

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

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

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

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

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

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

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,

and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

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

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

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

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# Proposal for Service

Vertiv Corporation

6/20/2023  
LOWNDES COUNTY 911  
1515 MADISON HWY  
VALDOSTA, GA, 31601

6/20/2023  
LOWNDES COUNTY 911  
1515 MADISON HWY  
VALDOSTA, GA, 31601  
CPQ-427937-1

**Alex,**

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (904) 642-3369. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Cathy Fowler

11243-7 St. Johns Industrial Pkwy South  
Jacksonville, FL 32246

**PHONE** (904) 333-9078

**EMAIL** cfowler@joepowell.com

**Order** CPQ-427937-1



**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

**Standard Maintenance Contracts:**

Site#: 2081006  
 LOWNDES COUNTY 911  
 6346 LAKE PARK ROAD  
 VALDOSTA, GA  
 31606  
 US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1291637	NFINITY 4-16	NB16S0712600	1	ESSENTIAL (07/01/2023) - (06/30/2024)	\$1,989.23
1291638	NFINITY 4-16	N900E1100000	1	ESSENTIAL (07/01/2023) - (06/30/2024)	\$1,676.18

**Total price not including tax: \$3,665.41**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**

## SCOPE OF WORK

### MODULAR/EXTENDED BATTERY CABINET

### NFINITY AND APS

### ESSENTIAL SERVICE - 1 PM

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

#### SERVICE PERFORMED

##### Battery Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
4. Inspect for broken, brittle, damaged, or heat stressed components and cables.
5. Clean any foreign material and dust from internal compartments.
6. Perform a status check of alarm circuits.
7. Perform an operational test of the system including unit transfer to and from battery.
8. Install or perform Engineering Field Modifications including firmware revisions as necessary.
9. Return the system to normal load and verify the output voltage.
10. Review system performance with customer to address any system questions.

#### ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

## SCOPE OF WORK

### UNINTERRUPTIBLE POWER SYSTEMS

### NFINITY

### ESSENTIAL SERVICE PARTS NOT GUARANTEED - 1 PM

## SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer at the customer's convenience (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Parts are NOT Guaranteed. If a part is required to service the equipment and is available, it will be covered under this contract (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

## SERVICE PERFORMED

### UPS Preventive Maintenance Service

1. Record the phase to phase input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer to and from bypass.
9. Perform an operational test of the system including unit transfer to and from battery.

10. Install or perform Engineering Field Modifications including firmware revisions as necessary.
11. Return the system to normal load and verify the output voltage.
12. Review system performance with customer to address any system questions.

## ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

**Order Number: CPQ-427937-1**

Purchase Order must be assigned to:  
Vertiv Corporation  
505 N. Cleveland Avenue.  
Westerville, OH 43082

Payment remittance address:  
Vertiv Corporation  
PO Box 70474  
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:  
Vertiv Corporation c/o Cathy Fowler  
Attn: Cathy Fowler  
Email: cfowler@joepowell.com  
Fax: (904) 645-0355

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached:  Yes  No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method:  Web Billing (Attach Instructions)  Mail  Other \_\_\_\_\_  
 Accounts Payable Email \_\_\_\_\_ @ \_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt:  Yes (Attach tax exempt certificate)  No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*\* COVERAGE DETAILS \*\***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Accepted By:

\_\_\_\_\_  
**Cathy Fowler**      Date

\_\_\_\_\_  
Buyer Signature Required      Date

\_\_\_\_\_  
Printed Name      Title      Phone

**Vertiv Corporation**  
**TERMS AND CONDITIONS OF SALE**

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

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

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

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

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

spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESELL PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

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

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

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software.

In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

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

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

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

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

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

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

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

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

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

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

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

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

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

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

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

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,



and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

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

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

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

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# Proposal for Service

Vertiv Corporation

6/20/2023  
LOWNDES COUNTY 911  
1515 MADISON HWY  
VALDOSTA, GA, 31601

6/20/2023

LOWNDES COUNTY 911  
1515 MADISON HWY  
VALDOSTA, GA, 31601  
CPQ-427924-1

**Alex,**

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (904) 642-3369. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Cathy Fowler

11243-7 St. Johns Industrial Pkwy South  
Jacksonville, FL 32246

**PHONE** (904) 333-9078

**EMAIL** cfowler@joepowell.com

**Order** CPQ-427924-1

**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

**Standard Maintenance Contracts:**

Site#: 2081009  
 LOWNDES COUNTY 911  
 201 STEWART STREET  
 VALDOSTA, GA  
 31601  
 US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1276855	NFINITY 4-16	NB16S0712600	1	ESSENTIAL (07/01/2023) - (06/30/2024)	\$1,989.23
1276856	NFINITY 4-16	N900E1100000	1	ESSENTIAL (07/01/2023) - (06/30/2024)	\$1,676.18

**Total price not including tax: \$3,665.41**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**

## SCOPE OF WORK

### MODULAR/EXTENDED BATTERY CABINET

### NFINITY AND APS

### ESSENTIAL SERVICE - 1 PM

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

#### SERVICE PERFORMED

##### Battery Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
4. Inspect for broken, brittle, damaged, or heat stressed components and cables.
5. Clean any foreign material and dust from internal compartments.
6. Perform a status check of alarm circuits.
7. Perform an operational test of the system including unit transfer to and from battery.
8. Install or perform Engineering Field Modifications including firmware revisions as necessary.
9. Return the system to normal load and verify the output voltage.
10. Review system performance with customer to address any system questions.

#### ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

## SCOPE OF WORK

### UNINTERRUPTIBLE POWER SYSTEMS

### NFINITY

### ESSENTIAL SERVICE PARTS NOT GUARANTEED - 1 PM

## SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer at the customer's convenience (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Parts are NOT Guaranteed. If a part is required to service the equipment and is available, it will be covered under this contract (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

## SERVICE PERFORMED

### UPS Preventive Maintenance Service

1. Record the phase to phase input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer to and from bypass.
9. Perform an operational test of the system including unit transfer to and from battery.

10. Install or perform Engineering Field Modifications including firmware revisions as necessary.
11. Return the system to normal load and verify the output voltage.
12. Review system performance with customer to address any system questions.

## ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- ☐ Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- ☐ Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- ☐ Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- ☐ Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- ☐ Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- ☐ Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



**Order Number: CPQ-427924-1**

Purchase Order must be assigned to:  
Vertiv Corporation  
505 N. Cleveland Avenue.  
Westerville, OH 43082

Payment remittance address:  
Vertiv Corporation  
PO Box 70474  
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:  
Vertiv Corporation c/o Cathy Fowler  
Attn: Cathy Fowler  
Email: cfowler@joepowell.com  
Fax: Fax: (904) 645-0355

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached:  Yes  No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method:  Web Billing (Attach Instructions)  Mail  Other \_\_\_\_\_  
 Accounts Payable Email \_\_\_\_\_ @ \_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt:  Yes (Attach tax exempt certificate)  No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*\* COVERAGE DETAILS \*\***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Accepted By:

\_\_\_\_\_  
**Cathy Fowler**      Date

\_\_\_\_\_  
Buyer Signature Required      Date

\_\_\_\_\_  
Printed Name      Title      Phone

**Vertiv Corporation**  
**TERMS AND CONDITIONS OF SALE**

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

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

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

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

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

spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESELLER PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

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

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

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software.

In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

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

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

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

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

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

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

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

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

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

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

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

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

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

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

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

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,

and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

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

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

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

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LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of FY24 Juvenile Justice Incentive Grant Funding

DATE OF MEETING: July 25, 2023

Work Session/Regular Session

BUDGET IMPACT: \$346,372.00 - 100% of eligible expenses reimbursed by CJCC

FUNDING SOURCE:

- CJCC Funding - \$346,372.00
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Acceptance of FY24 Juvenile Justice Incentive Grant Funding

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HISTORY, FACTS AND ISSUES: At the Regular Session Meeting on April 24, 2023, the Board of Commissioners approved the grant application and authorized staff to submit a funding proposal to the Criminal Justice Coordinating Council (CJCC) on behalf of the Lowndes County Juvenile Court for the FY2024 grant cycle. This additional funding will be used to continue providing diversionary programs which were started in FY2014. As part of the application process, the Board of Commissioners entered into a Memorandum of Understanding with Evidence Based Associates (EBA) to utilize their services if funding for programs was awarded. Lowndes County was recently notified that their application had been selected for funding. EBA has submitted a service agreement which outlines the scope of work they will provide as well as administrative procedures such as billing. Upon approval of this agreement, EBA will continue providing Functional Family Therapy Services to Lowndes County youths referred through the Lowndes County Juvenile Court system. Along with the Service Agreement, the Award Packet must be executed in order for the grant to be officially activated. For FY2024 Lowndes County was awarded \$346,372.00, in funding for these program services. This will allow the Court to provide services to 60 Lowndes County youths and their families. This grant program requires no matching funds on the part of Lowndes County, but is funded on a reimbursement basis.

OPTIONS:

1. Accept FY 2024 Juvenile Justice Incentive Grant and authorize Chairman and staff to execute the Award Packet to include Service Agreement with Evidence Based Associates.
2. Board's Pleasure

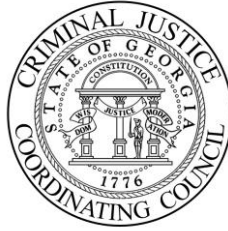
RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

BRIAN P. KEMP  
GOVERNOR



JAY NEAL  
DIRECTOR

June 21, 2023

The Honorable James F. Council, Jr.  
Lowndes County Juvenile Court  
301 Webster Street  
P.O. Box 1201  
Valdosta, Georgia 31603

Dear Judge Council,

Congratulations! I am pleased to inform you that the Criminal Justice Coordinating Council has awarded a grant to Lowndes County in the amount of **\$346,372** effective July 1, 2023.

Attached to the email, you will find the award documentation for this state-funded grant award. This year, awardees will need to submit their packet via Formstack. The link for the Formstack is included [here](#). As a reminder, award packets are due 45 days after they are received. Please note, award recipients may begin expending grant funds for FY2024 on July 1, 2023, prior to the grant award being accepted and special conditions agreed to. However, all grant award documents must be approved prior to the first reimbursement.

If you have any questions regarding the execution of the grant award documents or the administration of your project, please feel free to contact Stephanie Mikkelsen, Juvenile Justice Program Director, at [smikkelsen@cjcc.ga.gov](mailto:smikkelsen@cjcc.ga.gov). I look forward to working with you on this exciting initiative and advancing services for our state's juveniles in a truly meaningful way.

Sincerely,

Jay Neal  
Executive Director

**OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL**

**SUBGRANT AWARD**

**SUBGRANTEE:** Lowndes County Board of Commissioners

**IMPLEMENTING**

**FEDERAL FUNDS:** \$ 346,372

**AGENCY:** Lowndes County Board of Commissioners

**MATCHING FUNDS:** \$ 0

**PROJECT NAME:** Juvenile Justice Incentive Grant

**TOTAL FUNDS:** \$ 346,372

**SUBGRANT NUMBER:**

**GRANT PERIOD:** 07/01/23-06/30/24

This award is made under the State of Georgia Juvenile Justice Incentive Grant (JJIG) program and is subject to the administrative rules established by the Criminal Justice Coordinating Council. The purpose of the JJIG program is to provide funding for juvenile courts to serve youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice.

This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

**AGENCY APPROVAL**

**SUBGRANTEE APPROVAL**



7/25/2023

\_\_\_\_\_  
Jay Neal, Director  
Criminal Justice Coordinating Council

\_\_\_\_\_  
Signature of Authorized Official      Date

**Bill Slaughter, Chairman**

\_\_\_\_\_  
Typed Name & Title of Authorized Official

Date Executed: 06/20/23

\_\_\_\_\_  
Employer Tax Identification Number (EIN)

\*\*\*\*\*

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/23	9		**	Y24-8-020
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Juvenile Justice Incentive Grant	624.41	\$ 346,372

# AGREEMENT FOR SERVICES

## Georgia Juvenile Justice Incentive Grant Program

July 1, 2023 – June 30, 2024

This Agreement is executed by and between **Evidence Based Associates, LLC**, a limited liability corporation, authorized to do business in Georgia, (hereinafter referred to as “EBA”), and **Lowndes County**, a local governmental entity, (hereinafter referred to as County”).

EBA and Lowndes County have commenced their work together for the implementation of juvenile justice system reforms throughout Georgia and have applied for and been awarded a grant in the amount of **\$346,372.00** from the State of Georgia, Criminal Justice Coordinating Council (CJCC). The parties hereto have previously entered into a Memorandum of Understanding for the implementation of the Georgia Juvenile Justice Incentive Grant Program. Based on the grant award, this Agreement memorializes the scope of services for implementation as partners with EBA serving as the Managing Entity.

### A. Scope of Services:

Evidence-Based Associates will confirm a budget, assist with the selection of therapeutic service providers, manage the direct service providers, ensure fidelity of services implemented, provide reports showing the results of the programs, and meet the goals established by the State and the County for performance and delivery of services to the families as follows:

- Selection of and subcontracting with service providers. The county will approve selections.
- Coordination with model dissemination organizations, including arranging for licensure of selected providers, training for front-line staff and supervisors, and ongoing consultation with provider agencies to ensure fidelity to proven program models.
- Web-based, system-wide data tracking to allow for program monitoring and continuous quality improvement.
- Regular (i.e., monthly, quarterly, and annual) reporting on key performance indicators.
- Collaboration with referral agencies and courts to ensure high utilization of model programs.
- Stakeholder communications and education to ensure the sustainability of funding and effort.



In addition, EBA will provide training to key stakeholders, regional groups, and/or circuits on evidence-based programming for juvenile offenders upon request. The training will include information on the research base behind each of the models, including program outcomes, cost-benefit analysis, program eligibility, referral criteria, and other areas of interest as identified by the groups. These sessions will be open to all stakeholders, policymakers, and practitioners.

**B. Compensation:**

1. The contract amount under this Agreement shall not exceed **\$346,372.00** unless agreed to in writing by the Parties.

The method of Payment shall be made as follows:

2. Compensation shall be paid to Evidence-Based Associates based upon a per diem basis per youth starting at the time of admission in the program until discharge. The per diem is based on the evidence-based program selected. See Exhibit A for rates. Invoices from EBA shall be submitted to the County by the 10<sup>th</sup> day of the month following services. If payment of an invoice is not received within 30 days after the invoice date the County shall pay EBA, in addition to the amount of the invoice, interest at a rate established pursuant to Georgia Law. Such interest shall be added to the invoice at the time of submission to the County, when applicable.
3. EBA shall maintain supporting documentation such as timesheets, equipment purchases, travel logs, supply purchases, inventory records, subcontractor agreements, and consultant contracts.
4. When FFT is utilized, EBA will guarantee that 75% of the juveniles and families, enrolled in the program beginning 7/1/2023 through 6/1/2024, will successfully complete all components of the program leading to successful discharge.
5. If there is less than a 75% completion rate, EBA will provide services, at no cost, to additional juveniles and their families until such time as an aggregate total of 75% is attained.

**C. Copyrights and Right to Data:**

Where activities, services, materials, writings, pictorial reproductions, drawings, mental health direct services developed and provided by this Contract known as the provision of FFT services (herein known as “Works”) are utilized by the State of Georgia or the County, and those Works are learned through training and experience by working with EBA for the provision of services to juveniles in Georgia, the County has no right to use, duplicate or disclose those works, in whole or in part, in any manner, for any

purpose whatsoever, or allow others acting on its behalf to do so, without the express written consent of EBA. The Works have been carefully developed and are solely owned by EBA and have been carefully developed, and the County has no right to claim any interest, the demand of any claim of any kind, to any patent, trademark, or copyright, or application of the same. All rights are vested in EBA.

**D. Program Requirements:**

**1. Religion:** Grantee programs may not promote, discuss, or teach religion. Program activities and services are required to be accessible to any interested participant, regardless of religious affiliation.

**2. Federal Criminal Background Checks:** All Grantees must conduct federal criminal background checks on all personnel who will have direct contact with youth served by the grant project. These background checks must take place prior to the provision of services by program personnel and the grantee must maintain a copy of these records for CJCC auditing purposes.

**3. Internet Security Policy:** CJCC requires all grantees to establish and enforce an Internet Security Policy when minor participants and/or staff have access (supervised or unsupervised) to the Internet. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC-funded program component.

**E. Performance Objectives:**

The State identified goals for the performance of the Counties. These performance metrics are provided in Exhibit B.

**F. Termination:**

Either party may terminate this Agreement for cause upon providing notice to the defaulting party, giving 30 days to cure. If the violation of this Agreement is not cured within 30 days, the non-defaulting party shall notify the defaulting party of the termination date. All fees and costs due and owing shall be paid within 15 days of termination.

Either party may terminate this Agreement for convenience upon providing notice to the other party giving 90 days' notice. All fees and costs due and owing shall be paid within 15 days of termination.

**G. Governing Law and Venue:**

This Agreement has been delivered in the State of Georgia and shall be construed in accordance with the laws of Georgia.

**H. Notices:**

Any notice required to be given to the parties shall be in writing and shall be deemed given when delivered by hand or by one of the following: U.S. Mail, Receipted Mail (such as Federal Express or Priority Mail), Email, or Facsimile. Any party may change the address to which notice is to be given by written documentation given in one of the methods listed herein.

The project coordinator on behalf of EBA and the County Lead Contact are:

Terri Barnes  
EBA  
tbarnes@ebanetwork.com  
770-990-6046

Ashley Tye  
Lowndes County  
PO Box 1349  
Valdosta, GA 31603  
atye@lowndescounty.com  
(229) 671-2790

Both parties acknowledge good and valuable consideration has been given, the receipt and sufficiency of which are hereby acknowledged. This Agreement is valid as of this 1st day of July, 2023.



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Nicole Janer  
On behalf of:  
Evidence Based Associates, LLC  
As its Director of Operations

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Bill Slaughter  
On behalf of:  
Lowndes County Board of Commissioners  
As its Chairman

## **Exhibit A**

List of Model Evidence-Based Programs

Scope of Services and Case Rates

Program Referrals and Intake

Staffing

- a. Staff Roles and Responsibilities
- b. Staff Orientation and Training

## **Exhibit B**

Goals, Objectives and Evaluation

- a. Program Goals
- b. Program Objectives
- c. Outcome Management and Evaluation

## EXHIBIT A

The specific evidenced-based program(s) to be managed by Evidence-Based Associates and selected by Lowndes County during the FY 2023-24 funding cycle will include:

- **Functional Family Therapy (FFT)** is cited in multiple lists, most notably by the Blueprints for Healthy Youth Development of the Center for the Study and Prevention of Violence, Crime Solutions of the United States Department of Justice, the Washington State Institute of Public Policy and others as one of only a few research-proven programs for reducing juvenile delinquency and improving youth and family outcomes. FFT focuses on treating youth aged 11-18 ranging from at-risk preadolescents to youth with very serious problems such as conduct disorder. Treatment duration is approximately 1-3 sessions a week for 3-4 months; home-based; and scheduled during the day or evenings as convenient for families.

This proposed intervention is appropriate for delinquent youth and has been rigorously researched and found to be effective for at-risk youth with histories of aggression, violence and/or substance abuse disorders. The program is most effective when delivered with strict fidelity adherence and when a range of criminogenic needs are addressed. Thus, the practice proposed is evidence-based, can be delivered in the community, replicated in diverse communities, involve the family, and target the issues proven to correlate with delinquency.

Case Rates are provided as follows. (These rates are subject to adjustment on a yearly basis in accordance with the Consumer Price Index or another adjustment factor agreed by the parties).

FFT – 90-day treatment = \$5,752.80 case rate (\$63.92 per diem) for a total of 60 youth served @ \$346,372.00.

### *a. Program Referrals and Intake*

EBA and Lowndes County commit to establishing program referrals and intake procedures consistent with the parameters and requirements of the evidence-based program selected. They also commit to developing:

- Detailed description of how the DJJ Detention Assessment Instrument (DAI) and the Pre-Disposition Risk Assessment (PDRA) will be utilized to ensure consistency and uniformity in decision-making

- Training for Court intake officers so they can appropriately explain these services to parents, and development of a standardized written consent form that must be obtained from all caregivers to refer youth to these services.

## **Staffing**

### *a. Staff Roles and Responsibilities*

EBA will assign a part-time EBA project manager who will ensure strict adherence to each of the selected program's established protocols.

The EBA Project Manager is responsible for:

- Providing overall project oversight and management with a rigorous focus on meeting or exceeding expected outcomes
- Facilitating stakeholder collaboration and management to ensure continuous buy-in and support for the diversion initiative and evidence-based services
- Ensuring an adequate number of referrals and point-in-time utilization of slot capacity for all provider agencies, and working with the Court as needed to resolve referral issues
- Overseeing the procurement, hiring, orientation, training, model adherence, administrative management, and accountability of all provider agencies and clinical teams, and sharing outcome data and improvement plans with key stakeholders.

### *b. Staff Orientation and Training*

All evidence-based program therapists, supervisors and facilitators will receive required initial and ongoing training in the models from the respective national dissemination organizations to ensure model adherence. EBA will broker this training for all selected service providers, and engage in additional provider readiness, technical assistance, and support activities to ensure provider effectiveness, including:

- EBA will send all providers an organizational checklist that includes all administrative, programmatic, and purchasing requirements for model implementation with an associated timeline, and oversee adherence to this timeline
- Meet with the agency executive directors to review and approve their plans for integrating the new teams into their organization, and establishing the appropriate structures and organizational culture needed to support model adherence
- Assist and oversee the hiring of all supervisors and facilitators, and implement **EBAAssets™** to help providers recruit and retain staff more effectively

Monitor model adherence and case outcomes, and work with national evidence-based program consultants and providers to implement ongoing training and technical assistance to address improvement needs.

## EXHIBIT B

### Goals, Objectives, and Evaluation

#### *a. Program Goals*

To ensure adherence to the overall mission and intent of the initiative, the program goals for this diversion initiative will include:

1. Reduce felony commitments to the Department of Juvenile Justice and STP sentences.
2. Increase the use of evidence-based practices as community-based alternatives to detention and residential placement
3. Reduce the recidivism rate of youth involved with the juvenile justice system
4. Reduce annual secure detention admissions and rate of admissions.
5. Reduce annual secure confinements and rate of confinements.
6. Demonstrate cost-savings through the provision of research-informed, community-based services to youth in the juvenile justice system
7. Develop a more research-informed, data-driven juvenile justice system focused on the rigorous monitoring and continuous quality improvement of public safety, youth, and family outcomes

#### *b. Program Objectives*

To ensure adherence to the objectives of the initiative, EBA is committed to meeting and exceeding the following program objectives during the FY 2023/24 cycle:

1. Project will demonstrate a 20% reduction from the fiscal year 2012 in the rate of annual felony commitments to DJJ and Short-Term Program (STP) admissions.
2. Project will demonstrate a reduction in the annual Secure Confinement rate.
3. Project will demonstrate a reduction in the annual Secure Detention rate.
4. At least 75% of project participants will complete program requirements.
5. At least 60% of youth completing services will not re-offend as calculated using the recidivism definition. As defined by: A new charge (within 3 years of the initial post-adjudication community placement) which results in a juvenile court delinquency adjudication OR adult criminal court conviction.
6. Project will report cost-savings per youth by calculating average cost to provide targeted intervention subtracted from average cost to detain youth.



# CJCC Budget Detail Worksheet

<b>Agency Name:</b>	Lowndes County Board of Commissioners
<b>Subgrant Number:</b>	Y24-8-020
<b>Project Name:</b>	Juvenile Justice Incentive Grant
<b>Select grant type:</b>	

**Purpose:** This Budget Detail Worksheet is used to verify all Subgrant Expenditure Requests (SERs) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subgrant Adjustment Request (SAR) #1 in your award packet and for each subsequent SAR that requires a budget change. All required information must be present in the budget narrative, regardless of format.

**NOTE** - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking. If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

**A (1). Personnel--** List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost	Match?
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
<b>PERSONNEL TOTAL</b>						<b>\$0</b>	

**A (2). Volunteers --** If applicable, simply enter the number of hours of service volunteers will perform. Volunteers must be valued at \$15/hour unless approved by CJCC staff for a higher rate. Do not change the drop-down selection box from "In-kind" or your match will not calculate correctly.

	Hours	Rate	Total value	Match
<b>Volunteers</b>			\$ -	In-Kind
<b>VOLUNTEERS TOTAL</b>			<b>\$0.00</b>	

**A (3). Fringe--** Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

Title	First and Last name	Total annual salary or wages	Select fringe type	Enter rate of each fringe benefit as a percentage of salary or wages	% Time to Project	Cost	Match?
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
<b>FRINGE TOTAL</b>						<b>\$0.00</b>	

**PERSONNEL GRAND TOTAL** **\$0**

**B. Travel--** Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at \$X airfare, \$X lodging, \$X meals/ incidentals). **If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs.** Please note that the maximum reimbursement rate is \$0.565 per mile, but if your agency's reimbursement rate is lower you

Trainings and Conferences		**All trainings and conferences must be pre-approved by submitting an agenda to your Specialist or Auditor.						
Purpose of Travel	Staff member	Item	Cost	# Individuals	# Nights/Days	# Trips	Cost	Match?
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	

								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00

Mileage						
Purpose of Travel	Staff member	Location or Coverage Area	Cost per mile	Miles per grant year	Total Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
<b>TRAVEL TOTAL</b>					<b>\$0.00</b>	

**C. Equipment--** List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
<b>EQUIPMENT TOTAL</b>				<b>\$0.00</b>	

**D. Supplies--** List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and Office Palooza for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
<b>SUPPLY TOTAL</b>				<b>\$0.00</b>	

**E. Printing--** List items by type (e.g. letterhead/envelopes, business cards, training materials). Show budget calculation. For example, where an item is business cards, enter \$15 for cost per unit; "box" for define unit; 2 for # units, and Print Mania for Vendor. Leave "define unit" blank if it is not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
<b>PRINTING TOTAL</b>				<b>\$0.00</b>	

**F. (1) Other Costs--** List items by type (e.g. real property lease, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services, public relations, communication services - indicate if DOAS is provider). Show budget calculation. For example, provide the office space square footage and the lease rate or provide the monthly lease amount and the number of months leased. For unit enter time period as applicable (i.e., "month" for utility costs) or leave blank for items such as registration that require a one-time fee.

Item	Cost per unit	# of Units	% Charged to Grant	Vendor	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
<b>F. (1) Subtotal</b>					<b>\$0.00</b>	

**F. (2) Consultant Fee:** Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the

estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
<b>F. (2)Subtotal</b>					<b>\$0.00</b>	

**F. (3) Contracts:** Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
Evidence Based Associates	FFT Implementation	\$5,753	Youth	60.00	\$345,168.00	N/A
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
<b>F. (2)Subtotal</b>					<b>\$345,168.00</b>	

**F. (4) Indirect Cost:** If your agency has a negotiated rate, a copy of the Indirect Cost Rate Agreement must be submitted with your contract budget. Applicants may elect to use an amount up to the ten percent (10%) de Minimis rate of their Modified Total Direct Costs (MTDC) base. MTDC includes the cost of salaries, wages and fringe benefits of personnel that work directly on the project, and other operational costs such as supplies, printing, and travel that are directly related to the project. To use the de Minimus indirect cost rate complete the MTDC Calculator in the next tab. When you have completed this calculator, the total indirect cost will transfer to the space below.

**Indirect Cost** **\$0**

**F. OTHER TOTAL** **\$345,168**

**G. Match Waiver:** If your agency would like to request a match waiver, you should submit a letter, on your agency's letterhead, to the Georgia Criminal Justice Coordinating Council (CJCC). The letter should outline the reasons why your agency will have trouble meeting the full match requirement and should indicate the amount of match you are able to provide for

**G. Match Waiver Amount:**

**Budget Summary--**When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category	Amount		
A. Personnel and Fringe	\$0		
B. Travel	\$0		
C. Equipment	\$0		
D. Supplies	\$0		
E. Printing	\$0		
F. Other	\$345,168		
<b>TOTAL PROJECT COSTS</b>	<b>\$345,168</b>		
<b>Award</b>	<b>FALSE</b>		
<b>Match Amount</b>	<b>FALSE</b>		
<b>Match Breakdown</b>	<b>Cash</b>	\$0	#DIV/0!
	<b>In-Kind</b>	\$0	#DIV/0!

**Budget Narrative**

**NOTE:** If a Non-Grant expense amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Approval of FY24 Juvenile Justice Delinquency Prevention Grant  
Application

DATE OF MEETING: July 25, 2023

Work Session/Regular  
Session

BUDGET IMPACT: \$50,000.00 - 100% of eligible expenses are reimbursed by CJCC

FUNDING SOURCE:

- CJCC Funding - \$50,000.00
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Approval of FY2024 Juvenile Justice Delinquency Prevention Grant  
Application

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HISTORY, FACTS AND ISSUES: In April 2022, Lowndes County was awarded funding as part of the Delinquency Prevention Grant for the implementation of evidence-based programs and prevention strategies for youth who are first-time offenders, diverted from the juvenile justice system, or charged with a status offense and identified as at risk. This funding was used to implement the Strengthening Families Program. In 2023, Lowndes County was awarded a grant for continuation funding. The Criminal Justice Coordinating Council (CJCC) recently announced the availability of another round of continuation funding for Year 3 of programs for those who were previously awarded funding under this grant program.

Lowndes County is eligible for up to \$50,000.00 in continuation funding and intends to apply for the full amount in order to continue the Strengthening Families Program (SFP). This amount will allow for the provision of services to at least two (2) cohorts of SFP, an increase over the single cohort provided with the initial funding. Each cohort is a minimum of eight (8), and a maximum of twelve (12), youth and their families. During the FY2023 grant cycle, Lowndes County utilized Peaceway Counseling as the provider for SFP. They have successfully completed the first cohort for this grant cycle and the second cohort is currently underway. Peaceway has expressed an interest in continuing to be the service provider of SFP for FY24.

The Strengthening Families Program (SFP) is an evidence-based family skills training program for high-risk and general population families that is recognized both nationally and internationally. Parents and youth attend weekly SFP skills classes together, learning parenting skills and youth life and refusal skills. They have separate class training for parents and youth the first hour, followed by a joint family practice session in the second hour.

- OPTIONS: 1. Authorize staff to submit an application for the FY 2024 Juvenile Justice Delinquency Prevention Grant to CJCC.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Prepared in Support of the:**

**2024 Request for Proposals (RFP)**

**FY2024 Delinquency Prevention Grants  
Continuation Request**

**Submitted to:**

**Criminal Justice Coordinating Council**

**104 Marietta Street NW  
Suite 440  
Atlanta, GA 30303-2742**

**Submitted by:**

**Lowndes County Board of Commissioners on behalf of  
the Juvenile Court of Lowndes County**

**25 July 2023**

This proposal or qualification data includes data that shall not be disclosed duplicated, used or disclosed – in whole or part – for any purposed other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the state of Georgia shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the state of Georgia right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets.

# TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>	<u>Page</u>
A-1	PROGRAM NARRATIVE	
	I. Project Description.....	3-4
	II. Needs Statement.....	4-5
	III. Project Goals.....	5
	IV. Project Activities and Services.....	6-9
	V. Resources Needed.....	9-10

## **Attachments**

A-1	Designation of Grant Officials.....	Attachment A-1
A-2	MOU/Contracts.....	Attachment A-2
A-3	Budget.....	Attachment A-3

## A-1. Program Narrative

### I. Project description:

**A. Agency Name, Type & Year Founded:** Lowndes County was founded in 1825.

**B. Geographic Area Targeted:** Lowndes County comprises five cities: Valdosta, Hahira, Lake Park, Remerton, and Dasher. Funding for this grant, if awarded, is expected to be utilized to serve all youth and families who meet eligibility criteria and are residents of Lowndes County. Specifically, Lowndes County is seeking funding to reduce the number of youth who commit first-time nonviolent acts and youth who commit status offenses, also known as Children in Need of Services (CHINS), who are at risk of escalating further into the juvenile justice system. approximately:

- At-risk youth who commit status offenses (CHINS): 185
- At-risk youth who commit first-time nonviolent acts: 275

**C. Estimated Number of Individuals to Serve:** Lowndes County proposes to provide at least two groups of the Strengthening Families Program (SFP). Each group is anticipated to serve 8-12 youth and families for a total of 16-24 families during the grant cycle. SFP is designed to provide parents with enhanced skills and tools to reduce problem behaviors by their offending child. In addition, these skills can then be applied to other children in the family, thus inoculating against future problem behaviors manifested by siblings.

**D. Relevant Characteristics of the Target Population:** In accordance with the intent of the Juvenile Justice Grant Initiatives, the Lowndes County Juvenile Court is choosing to prioritize the target population of youth status offenders, specifically those known as Children in Need of Services (CHINS), and youth who commit first-time nonviolent acts. The Court is requesting funding to support high quality evidence-based intervention in order to prevent repeat status offending and further penetration into the juvenile and criminal justice system. SFP admission will target families with youth who are first time offenders, diverted from the juvenile justice system, charged with a status offense/first-time nonviolent act, and who are appropriate for the services offered by the SFP program.

The overwhelming majority of these youth are African-American and male. Reducing further system penetration for these priority populations is consistent with the Court's mission to safeguard both long-term public safety and youth development and improve juvenile justice outcomes in Lowndes County.



**E. Rural Classification:** Lowndes County, as a whole, does not meet the definition of rural classification, as defined by the State of Georgia (e.g., a county population of 35,000 people or less) and adopted by the General Assembly in 1999 as part of the Rural Hospital Authorities Act (SB195). The US Census Bureau reports a 2020 Lowndes County population of 118,251. Source: <https://www.census.gov/quickfacts/fact/table/lowndescountygeorgia>

**II. Needs statement:**

**A. Statement of the specific problem(s)/gap(s) the project will address:** Lowndes County aspires to achieve excellence by providing quality services for the positive development of children, the safety of the community, and the preservation of the family unit. Given clear research evidence that evidence-based practices can prevent youth from entering the juvenile justice system, reduce recidivism and improve positive youth and family outcomes, it is a clear extension of the Court’s mission to implement these alternatives to prevent further escalation of youth into the County’s juvenile justice system. There are vast differences in needs between youth who commit delinquent acts, youth who commit first-time nonviolent acts, and youth who commit status offenses also known as Children in Need of Services (CHINS). In certain circumstances, such as first-time nonviolent and CHINS youth, further intervention may not be necessary. Consequently, when services are appropriate for this population, effective interventions that target specific circumstances or criminogenic needs for these youth should be provided. In order to prevent further involvement with the justice system, evidence-based programming can be a great prevention tool for first-time nonviolent status offenders and CHINS youth at the front end. The SFP program is a wonderful opportunity to prevent at-risk youth, ages 7-17, from entering the juvenile justice system.

For the year between July 1, 2022 and June 30, 2023, Lowndes County had 185 total juvenile CHINS cases, and of those 39 were adjudicated in juvenile court. Additionally, during the same period, Lowndes County had 275 total juveniles commit first-time nonviolent acts, with 75 of those eventually being adjudicated. There is a significant need for evidence-based services that are geared towards low risk youth and families in Lowndes County. The evidenced based programs that Lowndes County does have access to at this time are for moderate to high risk youth; therefore, leaving a gap for services. Strengthening Families Program would be a great opportunity for at-risk youth and their families.

SFP research has also demonstrated the following programmatic outcomes, which directly impact the target population's needs described in the needs statement:

- Decreased use and intention to use alcohol, tobacco and other drugs.
- Enhanced children's protective and resilience factors by improving children's social and life skills, peer resistance, and communication skills.
- Improved parent/child attachment and family relations, communication, and organization.
- Improved adults' parenting skills, reductions in excessive punishment or lax discipline and improvements in parenting self-efficacy,
- Reduced youth behavior problems (i.e., substance use, conduct disorders, aggression, violence, and juvenile delinquency) as well as reduced emotional problems such as depression and psychosomatic disorders.

### III. **Project goals:**

A. **Goals of the proposed project:** The goals of this program are to enhance the capacity of Lowndes County Juvenile Court systems ability to reduce risk factors and strengthen protective factors for at-risk youth through the implementation of Strengthening Families Program. Further, the County's goal is to ensure that SFP will be implemented and delivered in full fidelity of the SFP model. These goals will be obtained through the following specific, measurable, achievable, realistic, and time specified objectives:

1. Lowndes County Juvenile Court will continue to use Peaceway Counseling and Mediations Services, who was previously selected as a qualified EBP purveyor through a competitive proposal process, to provide continued SFP programming.
2. The selected provider will have a minimum of a 75% completion rate for all youth and families enrolled in the SFP program.

In regards to specific SFP outcomes and SFP's ability to reduce risk factors and strengthen protective factors, a multi-method and multi-informant assessment strategy will be used for the process and outcome evaluation and includes three primary interview instrument batteries measuring: 1) parent, 2) child, 3) therapist/trainer report to improve outcome validity. The process evaluation includes at least two forms: the Family Attendance Form, including the attendance, participation, and homework completion for each session for each participant, and 2) a Group Leader (trainer or therapist) Session Rating for each session that documents any changes that the leaders made in the sessions, their satisfaction with the session, how well the families understood the material, and any suggestions for improvement. Parents and children attend a Pre-Program Enrollment and Pre-test Session, prior to beginning Session #1. This session begins

with an introduction to the program, description of contents of program, incentives to be provided, benefits and risks of enrollment to parents and children, and Informed Consent Forms for the parents to sign. Once the consent to participate in the evaluation are completed, the parent's and children are separated and either interviewed individually or in groups by having the trainers, site coordinator, and evaluation staff read the questions while the clients confidentially mark their answers. The answers can be marked directly on the questionnaires or on optical scan answer sheets. After the ending of the program, the families are post-tested. The same instruments are used for the pre-test and post-test.

Parents and the group trainers complete data on only one target child (the one in the age group with the most problems), but all children complete the Children's Interview Questionnaire. The child is not told that they are the "target child" for the purposes of the evaluation. This cuts the testing burden as it could be difficult for tests to be collected from parents on all their children. If both parents or caretakers come, they can rate two children if they have two children. Most of the time, they rate the one "target child". All children in the family are allowed to take the pre-and post-tests (and older siblings) even though the data will not be used in the data analysis for children younger than 9 years of age, because the responses are generally not valid or reliable. The young children enjoy being interviewed and their answers are clinically useful to the therapist/trainers.

#### Goals

- Enhance the capacity of counties to reduce risk factors and strengthen protective factors for at-risk youth through evidence-based programs.
- Ensure EBP is being implemented with fidelity.

#### Objectives

- Provide Strengthening Families Program for five years.
- Have a 75% successful completion rate in all recipient counties.

#### IV. **Project activities and services:**

- A. Project's service delivery plan. In other words, explain how the agency will achieve project goals. State how services will be implemented or enhanced.

The Strengthening Families Program will be from 5:30pm to 8:00pm. The family will be served a meal from 5:30 until 6:00pm. Teen and Parents will meet from 6:00 to 7:00 and then followed by Family Group from 7:00-8:00. Groups will meet once a week for the duration of the group.

The Strengthening Families Program (SFP 7-17) is an evidence-based prevention program for parents and children in at-risk families. SFP sessions include all the critical core components of effective evidence-based parenting programs including: parent and child practice time in the family sessions learning positive interactions, communication, and effective discipline. The parenting sessions review appropriate developmental expectations, teach parents to interact positively with children (such as showing enthusiasm and attention for good behavior and letting

the child take the lead in play activities, increasing attention and praise for positive children's behaviors, positive family communication including active listening and reducing criticism and sarcasm, family meetings to improve order and organization, and effective and consistent discipline including consequences and time-outs. The children's skills training content includes communication skills to improve parents, peers, and teacher relationships, hopes and dreams, resilience skills, problems solving, peer resistance, feeling identification, anger management and coping skills.

The family practice sessions allow the parents and children time to practice what they learned in their individual sessions in experiential exercises. This is also a time for the four group leaders to coach and encourage family members for improvements in parent/child interactions. The major skills to learn are: 'Our time', similar to therapeutic child play where the parent allows the child to determine the play or recreation activity, Family Meetings and effective communication exercises, and 'Parent Game' or effective discipline. Home practice assignments improve generalization of new behaviors at home.

SFP 7-17 fully meets all US federal agencies' standards for science-based prevention programs and is in 17 countries. SFP 7-17 is culturally sensitive rather than culturally specific, but has also been successfully adapted for African American, Asian/Pacific Islander, Hispanic, and American Indian families, and has been translated into Spanish, Portuguese, Russians, Dutch, Swedish, French, Thai, and Chinese.

Outcomes include increased family strengths and resilience and reduced risk factors for problem behaviors in high-risk children, including behavioral problems, emotional, academic and social problems

SFP has been evaluated many times by independent researchers in randomized control trials or health services research with very positive results in reducing substance abuse and delinquency risk factors by improving family relationships. Hence, SFP is rated at the top of the list by international and national review groups including the prestigious World Health Organization, Cochrane Collaboration Reviews in Oxford, United Nations Office of Drugs and Crime in Vienna, White House, National Institute on Drug Abuse (NIDA) sponsor of the original SFP research, Office of Juvenile Justice and Delinquency Prevention (OJJDP). SFP is now being tested for the prevention of child abuse as an evidence-based program on Administration for Children and Families (ACF) grants to several states and tribal jurisdictions.

## B. Outline of proposed programming

<i>SFP Lesson</i>	<i>SFP Planned Programming Topics</i>
Introduction and Pre-Test Outcome Data Collection	Consent Forms Intro-1 The Happy Family—Healthy Brain Connection Intro-2 Essential Skills Intro-3 Keeping Your Family Safe and Happy Intro-4 Family Conversation Jar Intro-5 Planning for Family Dinners Intro-6 My Time Intro-7 Stomping the ANTs Intro-8 Understanding Brain Development Intro-9 How to Have a Healthy Brain Intro-10 Four Family Fun Intro-11 Mindfulness, Part 1 Intro-12 Mindfulness, Part 2 Intro-13 Mindfulness, Part 3 Intro-14 Mindfulness, Part 4  Pre-Test Outcome Data Collection
Lesson 1	1-1 Look for and Compliment the Good Daily 1-2 Look for and Compliment the Good, Tracking Sheet—Adult 1-3 Look for and Compliment the Good, Tracking Sheet—Child 1-4 Look for and Compliment the Good, Tracking Sheet—Teen 1-5 The Power of Praising and Ignoring 1-6 40 Phrases That Praise—For Parents 1-7 40 Phrases That Praise—For Kids 1-8 Three Easy Instant Stress-Busters 1-9 What Makes Our Family Strong—Our Family Tree 1-10 What Makes Our Family Strong—Family Tree Leaves 1-11 What Makes Our Family Strong—Personal and Family Strengths 1-12 Lesson 1 Pro-Social Skills for a Successful Life
Lesson 2	2-1 Communicate with Love and Understanding 2-2 Three Easy Communication Skills, Tracking Sheet—Adult 2-3 Three Easy Communication Skills, Tracking Sheet—Teen 2-4 Three Easy Communication Skills, Tracking Sheet—Child 2-5 The Listening Stick 2-6 Being Assertive Pays Off 2-7 Banishing Communication Boulders—The Dirty Dozen 2-8 Banishing Communication Boulders—Family Agreement 2-9 Banishing Communication Boulders Game 2-10 Family Meeting Agenda and Rules 2-11 Apologies 2-12 Forgiveness

	<p>2-13 Tips for Talking with Teens  2-14 Safe and Cool Conversations  2-15 The Problem Pass  2-16 Lesson 2 Pro-Social Skills for a Successful Life</p>
Lesson 3	<p>3-1 The Five Rs for a Happy Home  3-2 Our Family Rules!  3-3 Family-Friendly Rules, Tracking Sheet—Teen  3-4 Family-Friendly Rules, Tracking Sheet—Child  3-5 Track and Reward for Good Behavior  3-6 Making Rewards Rewarding  3-7 Reward Jar  3-8 Family Responsibilities and Chores  3-9 Chore Chart  3-10 What Chores Can Young Kids Do?  3-11 Stress-Busting Routines  3-12 Happy Family Rituals  3-13 Track and Reward for Good Behavior—Bee Good Chart  3-14 Track and Reward for Good Behavior—High-5s  3-15 Track and Reward for Good Behavior—Brain Gain Chart  3-16 Track and Reward for Good Behavior—Earning Your Stripes  3-17 Rewards Spinner  3-18 Lesson 3 Pro-Social Skills for a Successful Life</p>
Lesson 4	<p>4-1 Limits and Consequences  4-2 Positive Discipline  4-3 Choosing Effective Negative Consequences  4-4 Chore Jar  4-5 Calm Consequences Reduce Conflict, Tracking Sheet—Adult  4-6 I Stayed Calm! Tracking Sheet—Teen  4-7 I Stayed Calm! Tracking Sheet—Child  4-8 Lesson 4 Pro-Social Skills for a Successful Life  4-9 Skills for Successful Parenting—Handling Stressful Situations  4-10 Skills for Successful Parenting—Correcting Behavior  4-11 Track and Reward for Positive Practice—Brain Gain Chart  4-12 Track and Reward Positive Practice—High-5s  4-13 Track and Reward for Positive Practice—Bee Good Chart</p>
Lesson 5	<p>5-1 Problem Solving and Negotiation Skills  5-2 Problem Solving Worksheet  5-3 Win-Win Negotiation Worksheet  5-4 Pre-Problem Solving Steps  5-5 Pre-Problem Solving Worksheet  5-6 The 5 Cs to Stay Smart and Safe  5-7 Lesson 5 Pro-Social Skills for a Successful Life</p>

<p>Lesson 6</p>	<p>6-1 Stress and Anger Management Skills          6-2 Managing Stress—Causes, Symptoms, Reducers          6-3 Managing Stress—Relaxation Techniques          6-4 Managing Stress—Stress Test          6-5 Calm Anger by Rethinking Your “Stories”          6-6 Tracking and Taming the Anger Monster—Five Simple Steps          6-7 Tracking and Taming the Anger Monster—Applying the Steps          6-8 Tracking and Taming the Anger Monster—Worksheet for Kids          6-9 Step Out of Anger—Instructions          6-10 Step Out of Anger—Step One          6-11 Step Out of Anger—Step Two          6-12 Step Out of Anger—Step Three          6-13 Step Out of Anger—Step Four          6-14 Step Out of Anger—Step Five          6-15 Face Up to Your Feelings          6-16 Family Agreement for Dealing with Conflict          6-17 Building Emotional Control          6-18 Lesson 6 Pro-Social Skills for a Successful Life, Part 1          6-19 Lesson 6 Pro-Social Skills for a Successful Life, Part 2          6-20 Lesson 6 Pro-Social Skills for a Successful Life, Part 3</p>
<p>Lesson 7</p>	<p>7-1 Goals and Contracts to Change Behavior          7-2 Helping Kids Change for the Better          7-3 Achieving My Goals and Dreams          7-4 Assessing Strengths and Skills          7-5 Making S.M.A.R.T. Goals          7-6 My Goals          7-7 Contract for Change          7-8 Time Master—Achieving Your Goals          7-9 Tips for School Success          7-10 My Homework Routine          7-11 Budget and Tracking Sheet          7-12 Lesson 7 Pro-Social Skills for a Successful Life, Part 1          7-13 Lesson 7 Pro-Social Skills for a Successful Life, Part 2          7-14 Discover and Share Your Talents and Gifts</p>
<p>Lesson 8</p>	<p>8-1 No Alcohol, Tobacco or Other Drugs (A.T.O.D.)          8-2 Keeping Kids Alcohol- and Drug-Free          8-3 Alcohol Harms a Teen’s Developing Brain          8-4 Marijuana Harms Brain Development          8-5 I Can Have a Healthy, Powerful Brain          8-6 Family Protective Strategies          8-7 The 5 Cs to Stay Smart and Safe          8-8 Family Freedom Pledge          8-9 Freedom Pledge to Never Drink and Drive</p>

	8-10 Lesson 8 Pro-Social Skills for a Successful Life 8-11 The Risks of Prescription Drug Abuse
Lesson 9	9-1 Choosing Good Friends and Monitoring Activities 9-2 The 5 Cs to Stay Smart and Safe 9-3 Making and Becoming a Good Friend 9-4 I Can Be a Good Friend 9-5 Stop Bullying! 9-6 Monitoring Kids' Activities and Well-Being 9-7 Assess Your Child's Risk for Substance Abuse 9-8 Lesson 9 Pro-Social Skills for a Successful Life
Lesson 10	10-1 Values, Traditions, and Service 10-2 Fun Family Traditions 10-3 I Can Contribute 10-4 I Have Power to Do Good 10-5 Shield Your Family by Sharing Your Values 10-6 Keeping the Changes We've Made 10-7 Lesson 10 Pro-Social Skills for a Successful Life 10-8 Talking with Your Kids about Sex
Lesson 11	MARRIAGE AND RELATIONSHIP TIPS 1 Creating Stable Families, Part 1 2 Creating Stable Families, Part 2 (Foundation, romance wheel, fence) 3 Creating Stable Families, Part 3 (House) 4 Couple's Time: Questions to Reconnect 5 Making Happy Marriages, Part 1 (Skills and attitudes) 6 Making Happy Marriages, Part 2 (Plan for increasing love, correcting errors) 7 Making Happy Marriages, Part 3 (Tips for dealing with toxic behavior)  Pre-Test Outcome Data Collection Graduation

C. Timeline for implementing services

<i>Target Completion Month</i>	<i>Grant Activities</i>
October 2023	<ul style="list-style-type: none"> <li>● Execute Award Packet</li> </ul>



November 2023	<ul style="list-style-type: none"> <li>● Schedule and attain any required training for SFP (7-17)</li> <li>● Finalize referral eligibility criteria and process for new and on-going services</li> <li>● Identify and begin making linkages with support services</li> </ul>
January 2024	<ul style="list-style-type: none"> <li>● Begin SFP services with first group</li> </ul>
February 2024	<ul style="list-style-type: none"> <li>● Continue established referral protocols for SFP 7-17</li> <li>● Closely monitor initial cases to ensure appropriate and sufficient referrals; stakeholder buy-in; and model fidelity</li> </ul>
March 2024	<ul style="list-style-type: none"> <li>● Continuously monitor and support stakeholder engagement to ensure service utilization and satisfaction, and implement remediation strategies as needed</li> <li>● Rigorously monitor and manage SFP 7-17 provider model fidelity, utilization, service, and public safety outcomes, and implement improvement plans, peer learning and mentoring, and accountability measures</li> <li>● Continuously monitor and adjust initiative policies and procedures, referral criteria, stakeholder engagement and system barrier remediation strategies, outcome targets, and service management as needed</li> <li>● Plan and execute a site visit by SFP trainer/CJCC Model Fidelity Expert to assess fidelity and suggest process improvements.</li> </ul>
July 2024	<ul style="list-style-type: none"> <li>● Second group begins</li> <li>● Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed</li> <li>● Develop funding sustainability and program expansion plan, and implement action steps</li> </ul>
September 2024	<ul style="list-style-type: none"> <li>● Produce and disseminate outcome report summarizing qualitative and quantitative progress towards expected outcomes</li> <li>● Convene stakeholders to outcome findings and identify strengths and weaknesses; adjust service, referral, and systems strategies to stay on track to meet or exceed outcome target</li> </ul>

- D. Number of youth to be served, as well as an explanation of how youth will be referred into services.

This grant is anticipated to serve 16-24 youth and families during the grant cycle.

In regards to, referral criteria, youth who are first time offenders, diverted from the juvenile justice system, charged with a status offense or nonviolent act, and who are appropriate for the services in accordance with SFP referral criteria will be prioritized for referral into SFP services. All referrals will come via Lowndes County Juvenile Court, Lowndes County DJJ, and/or the Local Interagency Planning team (LIPT) team.

- E. Please also explain how the plan for project activities will meet the target population's needs as described in the needs statement.

The project activities will also meet the needs of the target population as evidenced by youth and families achieving the SFP five protective factors; the five protective factors are the foundation of the Strengthening Families approach:

1. Parental Resilience
2. Social Connections
3. Concrete Support in times of need
4. Knowledge of Parenting and Child Development
5. and the Social and Emotional Competence of Children.

## **V. Resources Needed**

Once all staff are trained and demonstrate fidelity in the SFP model, it will be able to be expanded to surrounding areas. In regards to resources needed for successful SFP implementation, five group leaders will need to be selected and trained, a part time site coordinator will be needed to ensure a successful launch of SFP 7-17 and coordinate all programmatic logistics (e.g., technology training for parents, transportation, arranging for meal options, maintaining attendance, communication with referral sources, and assisting to motivate families to complete the entire SFP program, etc.). Since the SFP program includes a meal, families will be provided a family meal each week at the beginning of the SFP group. SFP incentives are built into the SFP program. Each family will be able to qualify for up to \$50 (\$25

per youth and \$25 per family) in program incentives. The other remaining needed resources include preparing the SFP manual.

Attachments:

A-1: Designation of Officials

Sent as a separate attachment

A-2: MOU/Contracts

Sent as a separate attachment

A-3 Budget

Sent as a separate attachment

# CJCC Budget Detail Worksheet

<b>Agency Name:</b>	Lowndes County
<b>Subgrant Number:</b>	
<b>Project Name:</b>	Lowndes Juvenile Court SFP
<b>Select grant type:</b>	JDP

**Purpose:** This Budget Detail Worksheet is used to verify all Subgrant Expenditure Requests (SERs) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subgrant Adjustment Request (SAR) #1 in your award packet and for each subsequent SAR that requires a budget change. All required information must be present in the budget narrative, regardless of format.

**NOTE** - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

**A (1). Personnel--** List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost	Match?
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
<b>PERSONNEL TOTAL</b>						<b>\$0</b>	

**A (2). Volunteers --** If applicable, simply enter the number of hours of service volunteers will perform. Volunteers must be valued at \$15/hour unless approved by CJCC staff for a higher rate. Do not change the drop-down selection box from "In-kind" or your match will not calculate correctly.

Hours	Rate	Total value	Match
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					\$0.00
					\$0.00
					\$0.00
<b>TRAVEL TOTAL</b>					<b>\$0.00</b>

**C. Equipment--** List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
<b>EQUIPMENT TOTAL</b>				<b>\$0.00</b>	

**D. Supplies--** List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and Office Palooza for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
<b>SUPPLY TOTAL</b>				<b>\$0.00</b>	

**E. Printing--** List items by type (e.g. letterhead/envelopes, business cards, training materials). Show budget calculation. For example, where an item is business cards, enter \$15 for cost per unit; "box" for define unit; 2 for # units, and Print Mania for Vendor. Leave "define unit" blank if it is not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
<b>PRINTING TOTAL</b>				<b>\$0.00</b>	

**F. (1) Other Costs--** List items by type (e.g. real property lease, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services, public relations, communication services - indicate if DOAS is provider). Show budget calculation. For example, provide the office space square footage and the lease rate or provide the monthly lease amount and the number of months leased. For unit enter time period as applicable (i.e., "month" for utility costs) or leave blank for items such as registration that require a one-time fee.



(CJCC). The letter should outline the reasons why your agency will have trouble meeting the full match requirement and should indicate the amount of match you are able to provide for

G. Match Waiver Amount:

**Budget Summary**--When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category		Amount	
A. Personnel and Fringe		\$0	
B. Travel		\$0	
C. Equipment		\$0	
D. Supplies		\$0	
E. Printing		\$0	
F. Other		\$50,000	
<b>TOTAL PROJECT COSTS</b>		\$50,000	
Award		FALSE	
Match Amount		FALSE	
Match Breakdown	Cash	\$0	#DIV/0!
	In-Kind	\$0	#DIV/0!

**Budget Narrative**

Based on the proposed budget, Lowndes County will require the provider to adhere to the 70/30 rule requiring at least 70% of funding be applied towards direct services. Since SFP is a 12 week program, the cost per session will be the overall budget for a single group divided by 12. Since Lowndes County will require a minimum of 2 groups during this grant cycle, the total number of group sessions budgeted is 24.



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Fire Rescue Engine 10 Emergency Repair

DATE OF MEETING: July 25, 2023

Work Session/Regular Session

BUDGET IMPACT: \$64,205.17

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Engine 10 Emergency Repair

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HISTORY, FACTS AND ISSUES: At the end of April 2023 Engine 10, a Pierce Sabre with 126,163 miles, experienced engine failure. Lowndes County Fire Rescue Maintenance Division performed an inspection and noted that the exhaust system had been damaged too. A third-party emergency vehicle technician was contacted and recommended that Ward International Trucks in Tallahassee be contacted to perform the repairs. Ward International is a certified Cummins dealer. The core charges that are listed on the quote may be credited back, if the parts are deemed to be useable. The total for the service contract is \$64,205.17.

OPTIONS: 1. Approve the Emergency Repair for Engine 10.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Lowndes County Fire Rescue

DEPARTMENT HEAD: Billy Young

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

3101 COMMONWEALTH BLVD  
 TALLAHASSEE, FL 32303  
 P: (800) 846-9218  
 F: (850) 701-0111



BILL TO  
 LOWNDES COUNTY FIRE RESCUE - 23752  
 2981 US HWY 84 E  
 VALDOSTA GA 31606  
 P: (229) 671-2730  
 F:

DELIVER TO  
 LOWNDES COUNTY FIRE RESCUE - 23752  
 2981 US HWY 84 E  
 VALDOSTA GA 31606  
 P: (229) 671-2730  
 F:

DATE ARRIVED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	PO NUMBER			
5/23/2023 1:03:03PM		SRET	115156	CASH				
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	ODOMETER OUT	ENGINE HOURS	IN SERVICE	Component Serial #
2018	FIRETRUCK	PIERCE		10	126259	124		

**Sold Operations**

**JOB #1 12 ENGINE**  
 COMPLAINT CUSTOMER STATES ENGINE  
 CAUSE CUSTOMER REQUESTED ENGINE REPLACEMENT  
 CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	103C/L9	L9 ENGINE	36,900.00	36,900.00
10	103D/ZSH500010048B	FLUID,ROTELLA T4 TRIPROT 15W40	19.60	196.00
8	103D/ZSH550041810G	COOLANTS,SHELL ROTELLA ELC NIT	15.86	126.88
40.00	LABOR 12	ENGINE		6,400.00
5	1372	CAPITAL RUBBER & INDUSTRIAL	3.51	17.55
1	FRT	ENGINE SKID FREIGHT	400.00	400.00
1	MISC	MISC ITEMS IF NEEDED	1,000.00	1,000.00

Prepay: \$0.00 Parts: \$37,222.88 Labor: \$6,400.00 Misc: \$1,400.00 Sublet: \$17.55 \$45,040.43



**WARD**  
INTERNATIONAL TRUCKS



**Estimate Operations**

**JOB #2 12**

**ENGINE**

COMPLAINT  
CAUSE  
CORRECTION

CUSTOMER STATES REMOVE AND REAPLCE DPF AND RELATED PARTS

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	103C/4326874RX	SENSOR,NITROGEN OXIDE	567.90	567.90
1	103C/4326874RX-CORE	SENSOR,NITROGEN OXIDE	276.25	276.25
1	103C/5418480RX	MODULE,INLET CATALYST	3,288.77	3,288.77
1	103C/5418480RX-CORE	MODULE,INLET CATALYST	455.00	455.00
1	103C/5418485	MODULE,OUTLET CATALYST	4,990.42	4,990.42
1	103C/5461552RX	SENSOR,PARTICULATE	444.97	444.97
1	103C/5461552RX-CORE	SENSOR,PARTICULATE	162.50	162.50
1	103C/5579360	KIT,PARTICULATE FILTER	2,599.51	2,599.51
10	103N/L2643485	HOSE HEATER BULK	3.89	38.90
2	103X/2122160-0015	ISO MOUNT, CB3 630LB NEO	12.29	24.58
1	103X/42-4203	HOSE,TURBO 4'IDX6LG REINF,NOMX	78.84	78.84
4.00	LABOR 12	ENGINE		720.00
1	MISC	FREIGHT FOR DPF SYSTEM	500.00	500.00

Prepay: \$0.00 Parts: \$12,927.64 Labor: \$720.00 Misc: \$500.00 Sublet: \$0.00

\$14,147.64



**WARD**  
INTERNATIONAL TRUCKS



PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.

I REQUEST A WRITTEN ESTIMATE.

I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$ \_\_\_\_\_.  
THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

**PLEASE READ CAREFULLY AND SIGN**

I hereby authorize the repair work to be performed by Ward International Trucks, LLC., along with the necessary materials. You and your employees may operate the vehicle for the purposes of testing, inspection, or delivery at my risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. Ward International Trucks, LLC., is not responsible for loss or damage to the motor vehicle or its contents due to collision not due to your negligence or due to fire, theft, or other casualty regardless of whether or not such fire, theft, or other casualty is due to your negligence. Ward International Trucks, LLC., and its agents are hereby released from any and all claims for such loss and/or damage. Any warranties on their products sold hereby are those made by the manufacturer of those products. This dealership hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose. This dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. All parts will be new unless otherwise denoted.

UPON BREACH OR FAILURE TO PAY THIS ACCOUNT WHEN DUE, WARD INTERNATIONAL TRUCKS, LLC., MAY DECLARE THIS AMOUNT TO BE DELINQUENT AND CUSTOMER SHALL BE LIABLE FOR ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES.

THE CUSTOMER IS RESPONSIBLE FOR PAYMENT IN FULL UPON COMPLETION OF REPAIR. THERE WILL BE A STORAGE FEE CHARGE OF \$35.00 PER DAY BEGINNING 72 HOURS AFTER NOTIFICATION. THERE WILL BE A MINIMUM CHARGE OF 2 HOURS LABOR FOR COMPILING VISUAL ESTIMATE PER ITEM EVEN IF NO WORK IS DONE. THE CUSTOMER MAY REQUEST USED PARTS TO BE RETURNED PRIOR TO REPAIR.

Our repair facility charges 8% of labor charges per repair order for miscellaneous shop supplies. "This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal." [F.S.559.905].

The state of Florida requires a \$1.00 fee to be collected for each new tire sold [F.S.403.718], and a \$1.50 fee to be collected for each new or remanufactured lead-acid battery. [F.S.403.7185].

It is understood that Ward International Trucks, LLC., is not responsible for missing parts or any items missing from said vehicle while being serviced or parked on property owned by Ward International Trucks LLC.

**X**

\_\_\_\_\_  
SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT.

	ESTIMATED	BILLED
LABOR	\$720.00	\$6,400.00
PARTS	\$12,927.64	\$37,222.88
MISC	\$500.00	\$1,400.00
SUBLET	\$0.00	\$17.55
PREPAY	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>\$14,147.64</b>	<b>\$45,040.43</b>
SHOP SUPPLIES	\$57.60	\$512.00
TAX	\$1,061.07	\$3,386.43
<b>TOTAL</b>	<b>\$15,266.31</b>	<b>\$48,938.86</b>
<b>TOTAL w/ EST.</b>		<b>\$64,205.17</b>

Please Remit Payment to:  
Ward International Trucks  
3101 COMMONWEALTH BLVD  
TALLAHASSEE, FL 32303

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Permitting and Inspections Ordinances

DATE OF MEETING: July 25, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Permitting and Inspections Ordinances

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HISTORY, FACTS AND ISSUES: Staff has prepared the attached permitting and inspections ordinances:

1. Ordinance Regarding Georgia State Minimum Standard Codes for Construction
2. Ordinance Adopting Administrative Procedures for the Enforcement of State Minimum Standard Codes for Construction

OPTIONS: 1. Adopt as Presented.  
2. Redirect

RECOMMENDED ACTION: Adopt

DEPARTMENT: Permitting and Inspections

DEPARTMENT HEAD: Mindy Bates

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**ORDINANCE  
REGARDING  
STATE MINIMUM STANDARD CODES**

AN ORDINANCE TO PROVIDE FOR ENFORCEMENT, AND ADOPTION AND ENFORCEMENT, AS APPLICABLE, OF STATE MINIMUM STANDARD CODES; AND FOR OTHER PURPOSES.

WHEREAS, Georgia state minimum standard codes are defined by OCGA § 8-2-20(9)(B); and

WHEREAS, said state minimum standard codes promote the life, health, safety, and general welfare of all citizens; and

WHEREAS, said state standard minimum codes are also designed to protect property of citizens; and

WHEREAS, it is the desire of the Board of Commissioners of Lowndes County to enforce, and to adopt and enforce, as applicable, in all respects, said state minimum standard codes;

NOW, THEREFORE, BE IT ORDAINED by Board of Commissioners of Lowndes County that Lowndes County shall enforce the following state minimum standard codes enumerated in OCGA § 8-2-20(9)(B)(i)(I)-(VIII), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new editions thereof adopted by said Department, including appendices as provided by OCGA § 8-2-21(1):

International Building Code (ICC),  
National Electrical Code (NFPA),  
International Fuel Gas Code (ICC),  
International Mechanical Code (ICC),  
International Plumbing Code (ICC),  
International Residential Code for One- and Two-Family Dwellings (ICC), and  
International Energy Conservation Code (ICC),  
International Fire Code (ICC), and

BE IT FURTHER ORDAINED that the following state minimum standard codes enumerated in OCGA § 8-2-20(9)(B)(i)(IX)-(XI), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new editions thereof adopted by said Department, including appendices as provided by OCGA § 8-2-21(1), are hereby further adopted by reference as though they were copied herein fully and that Lowndes County shall enforce said state minimum standard codes:

International Existing Building Code (ICC),  
International Property Maintenance Code (ICC), and  
International Swimming Pool and Spa Code (ICC).

The foregoing state minimum standard codes are available for review in the office of the County Manager.

All ordinances and resolutions or parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed.

This Ordinance shall take effect immediately upon execution.

ORDAINED, this 25<sup>th</sup> day of July, 2023.

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Bill Slaughter  
Chairman

Attest:

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Belinda C. Lovern  
Clerk

(AFFIX COUNTY SEAL)

**ORDINANCE**  
**ADOPTING ADMINISTRATIVE PROCEDURES FOR THE ENFORCEMENT**  
**OF**  
**STATE MINIMUM STANDARD CODES**

**AN ORDINANCE TO ADOPT ENFORCEMENT PROCEDURES RELATING TO**  
**BUILDING PERMITTING AND INSPECTION ACTIVITIES OF LOWNDES COUNTY**

WHEREAS, it is the desire of Board of Commissioners of Lowndes County to enforce, in all respects, the state minimum standard codes enumerated in OCGA § 8-2-20(9)(B)(i)(I)-(VIII), as adopted, revised, and amended by the Georgia Department of Community Affairs pursuant to OCGA § 8-2-23(a), and any new editions thereof adopted by the Georgia Department of Community Affairs pursuant to OCGA § 8-2-23(b), including appendices as provided by OCGA § 8-2-21(1); and

WHEREAS, it is also the desire of Board of Commissioners of Lowndes County to enforce, in all respects, the state minimum standard codes enumerated in OCGA § 8-2-20(9)(B)(i)(IX)-(XI), as adopted, revised, and amended by the Georgia Department of Community Affairs pursuant to OCGA § 8-2-23(a), and any new editions thereof adopted by the Georgia Department of Community Affairs pursuant to OCGA § 8-2-23(b), including appendices as provided by OCGA § 8-2-21(1), and further adopted by the Board of Commissioners of Lowndes County; and

WHEREAS, OCGA § 8-2-26(a) provides the governing body of any county shall have the power to adopt by ordinance or resolution reasonable provisions for the enforcement of the state minimum standard codes as set forth in OCGA § 8-2-26(a);

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of Lowndes County that the Administrative Procedures attached hereto as Attachment A are adopted for the enforcement of the state minimum standard codes in Lowndes County.

All ordinances and resolutions or parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed.

This Ordinance shall become effective immediately upon execution.

ORDAINED, this 25<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
Bill Slaughter  
Chairman

Attest:

\_\_\_\_\_  
Belinda C. Lovern  
Clerk

(AFFIX COUNTY SEAL)



**ATTACHMENT A  
ADMINISTRATION &  
ENFORCEMENT**

**1. DEFINITIONS**

**1.1 DEFINITIONS**

When used in this Ordinance, the following capitalized terms shall have the following meanings unless the context clearly indicates otherwise:

**“Board”** shall mean the Construction Board of Adjustments and Appeals established pursuant to Article Six.

**“Building Official”** as used herein shall mean the Assistant Director of Permitting and Inspections, who shall be the Building Official as the term may be used in the Construction Codes. References herein to the Building Official shall include employees of the Governing Authority whom the Building Official supervises where the context implies, warrants, or necessitates.

**“Construction Codes”** shall mean:

(i) the state minimum standard codes enumerated in OCGA § 8-2-20 (9)(B)(i)(I)-(VIII), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new editions thereof adopted by the Georgia Department of Community Affairs, including appendices as provided by OCGA § 8-2-21(1), and

(ii) the state minimum standard codes enumerated in OCGA § 8-2-20 (9)(B)(i)(IX)-(XI) as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new editions thereof adopted by the Georgia Department of Community Affairs, including appendices as provided by OCGA § 8-2-21(1), and further adopted by the Governing Authority.

References herein to a specific Construction Code are to the specific state minimum standard code as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new edition thereof adopted by the Georgia Department of Community Affairs, including appendices as provided by OCGA § 8-2-21(1), and as applicable, further adopted by the Governing Authority.

**“Department”** shall mean the Lowndes County Department of Permitting and Inspections as established by Board of Commissioners of Lowndes County.

**“Governing Authority”** shall mean the Board of Commissioners of Lowndes County.

**“ICC”** shall mean the International Code Council.

“NFPA” shall mean the National Fire Protection Association.

## **1.2 REFERENCES**

Unless the context clearly indicates otherwise, references in this Ordinance to an Article or Section shall mean the specified Article or Section of this Ordinance. Words of any gender or the neuter used in this Ordinance shall be deemed to include the other gender or the neuter and words in the singular shall be deemed to include the plural and the plural to include the singular when the context so requires.

## **2. PURPOSE AND SCOPE**

### **2.1 PURPOSE**

The purpose of this Ordinance is to provide for the administration and enforcement of the Construction Codes.

### **2.2 CODE REMEDIAL**

2.2.1 GENERAL. The Construction Codes are hereby declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof – which are public safety, health, and general welfare – through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards attributed to the built environment including alteration, repair, removal, demolition, use and occupancy of buildings, structures, or premises, and by regulating the installation and maintenance of all electrical, gas, mechanical, and plumbing systems, which may be referred to as service systems.

2.2.2 QUALITY CONTROL. Quality control of materials and workmanship is not within the purview of the Construction Codes except as it relates to the purposes stated therein.

2.2.3 PERMITTING AND INSPECTION. The permitting or inspecting of any building, system or plan, under the requirements of the Construction Codes shall not be construed in any court as a warranty of the physical condition of such building, system, or plan or their adequacy. Neither Lowndes County, nor any employee thereof, shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such permitting or inspection.

### **2.3 SCOPE**

#### **2.3.1 APPLICABILITY.**

2.3.1.1 GENERAL. Where, in any specific case, different sections of the Construction Codes specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

2.3.1.2 **BUILDING.** The provisions of the International Building Code (ICC), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new edition thereof adopted by the Georgia Department of Community Affairs, shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition, of every building or structure or any appurtenances connected or attached to such buildings or structures, except in one- and two-family dwellings.

2.3.1.3 **ELECTRICAL.** The provisions of the National Electrical Code (NFPA), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new edition thereof adopted by the Georgia Department of Community Affairs, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

2.3.1.4 **GAS.** The provisions of the International Fuel Gas Code (ICC), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new edition thereof adopted by the Georgia Department of Community Affairs, shall apply to the installation of consumer's gas piping, fuel gas appliances, gaseous hydrogen systems and related accessories as covered in this Code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories, except in one- and two-family dwellings.

2.3.1.5 **MECHANICAL.** The provisions of the International Mechanical Code (ICC), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new edition thereof adopted by the Georgia Department of Community Affairs, shall apply to the installation, maintenance, alteration and inspection of mechanical systems, system components, equipment and appliances specifically addressed in this Code. The installation of fuel gas distribution piping and equipment, fuel gas-fired appliances and fuel gas-fuel gas-fired appliance venting systems shall be regulated by the International Fuel Gas Code (ICC), except in one- and two-family dwellings.

2.3.1.6 **PLUMBING.** The provisions of the International Plumbing Code (ICC), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new edition thereof adopted by the Georgia Department of Community Affairs, shall apply to the erection, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of plumbing systems within this jurisdiction.

2.3.1.7 **FIRE PREVENTION.** The provisions of the International Fire Code (ICC), as adopted, revised, amended by the Georgia Department of Community Affairs, and any new edition thereof adopted by the Georgia Department of Community Affairs, shall apply to the construction, alteration, repair, equipment, use and occupancy, location, and maintenance, of every building or structure or any appurtenances connected or attached to such buildings or structures.

2.3.1.8 ENERGY. The provisions of the International Energy Conservation Code (ICC), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new edition thereof adopted by the Georgia Department of Community Affairs, shall regulate the design of building envelopes for adequate thermal resistance and low air leakage and the design and selection of mechanical, electrical, service water heating and illumination systems and equipment that will enable the effective use of energy in new building construction.

2.3.1.9 RESIDENTIAL ONE- AND TWO-FAMILY DWELLINGS. The provisions of the International Residential Code for One- and Two-Family Dwellings (ICC), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new edition thereof adopted by the Georgia Department of Community Affairs, shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every one- and two-family dwelling or appurtenances connected or attached to such buildings or structures.

2.3.1.10 INTERNATIONAL PROPERTY MAINTENANCE CODE. The provisions of the International Property Maintenance Code (ICC), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new edition thereof adopted by the Georgia Department of Community Affairs, and further adopted by the Governing Authority, shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from the occupancy of existing structures and premises, and for administration, enforcement and penalties.

2.3.1.11 INTERNATIONAL EXISTING BUILDING CODE. The provisions of the International Existing Building Code (ICC), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new edition thereof adopted by the Georgia Department of Community Affairs, and further adopted by the Governing Authority, shall apply to the repair, alteration, change of occupancy, addition, and relocation of existing buildings.

2.3.1.12 INTERNATIONAL SWIMMING POOL AND SPA CODE. The provisions of the International Swimming Pool and Spa Code (ICC), as adopted, revised, and amended by the Georgia Department of Community Affairs, and any new edition thereof adopted by the Georgia Department of Community Affairs, and further adopted by the Governing Authority, shall apply to the construction, alteration, enlargement, repair, equipment, use and occupancy, location, maintenance, and removal and demolition of swimming pools and spas.

2.3.2 FEDERAL AND STATE AUTHORITY. The provisions of the Construction Codes shall not be held to deprive any Federal or State agency, or the Governing Authority, of any power or authority which it had on the effective date of the adoption of the Construction Codes or of any remedy then existing for the enforcement of its orders, nor shall they deprive any

individual or corporation of its legal rights as provided by law.

2.3.3 APPENDICES. Appendices referenced in the text of the Construction Codes shall be considered an integral part of the Construction Codes.

2.3.4 REFERENCED STANDARDS. Standards referenced in the text of the Construction Codes shall be considered an integral part of the Construction Codes. If specific portions of a standard are denoted by code text, only those portions of the standard shall be enforced. Where construction code provisions conflict with a standard, the construction code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.

2.3.5 MAINTENANCE. All buildings, structures, and electrical, gas, mechanical and plumbing systems, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards, which are required by the Construction Codes when constructed, altered, or repaired, shall be maintained in good working order. The owner, or his designated agent, shall be responsible for the maintenance of buildings, structures, and electrical, gas, mechanical and plumbing systems.

## **2.4 DEPARTMENT OF PERMITTING AND INSPECTIONS**

2.4.1 THE DEPARTMENT. There is hereby established a department of Lowndes County to be called the Department of Permitting.

2.4.2 RESTRICTIONS ON EMPLOYEES. An officer or employee connected with the Department shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he is the owner of such. This officer or employee shall not engage in any other work, which is inconsistent with his duties or conflict with the interests of the Department.

2.4.3 RECORDS. The Building Official shall keep, or cause to be kept, a record of the business of the Department. The records of the Department shall be open to public inspection pursuant to the provisions of the Georgia Open Records Act.

2.4.4 LIABILITY. Any officer or employee, or member of the Board, charged with the enforcement of the Construction Codes, acting for the Governing Authority in the discharge of his duties, shall not thereby render himself personally liable, and is hereby relieved from all personal liability, for any damage that may occur to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee or member because of such act performed by him in the enforcement of any provision of the Construction Codes shall be defended by the Governing Authority until the final termination of the proceedings.

2.4.5 REPORTS. The Building Official shall submit annually a report covering the work of the Department during the preceding year. He may incorporate in said report a summary of the

decisions of the Board during said year.

## **2.5 EXISTING BUILDINGS**

2.5.2 GENERAL. Alterations, repairs or rehabilitation work may be made to any existing structure, building, electrical, gas, mechanical or plumbing system without requiring the building, structure, plumbing, electrical, mechanical or gas system to comply with all the requirements of the Construction Codes provided that the alteration, repair or rehabilitation work conforms to the requirements of the Construction Codes for new construction. The Building Official shall determine the extent to which the existing system shall be made to conform to the requirements of the Construction Codes for new construction.

2.5.2 CHANGE OF OCCUPANCY. If the occupancy classification of any existing building or structure is changed, the building, and electrical, gas, mechanical and plumbing systems shall be made to conform to the intent of the Construction Codes as required by the Building Official.

## **2.6 SPECIAL HISTORIC BUILDINGS**

The provisions of the Construction Codes relating to the construction, alteration, repair, enlargement, restoration, relocation, or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as Historic Buildings when such buildings or structures are judged by the Building Official to be safe and in the public interest of health, safety, and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation, or moving of buildings within fire districts.

## **3. POWERS AND DUTIES OF THE BUILDING OFFICIAL**

### **3.1 GENERAL**

The Building Official is hereby authorized and directed to enforce the provisions of the Construction Codes. The Building Official is further authorized to render interpretations of the Construction Codes, which are consistent with the intent and purpose of the Construction Codes.

### **3.2 RIGHT OF ENTRY**

3.2.1 Whenever necessary to make an inspection to enforce any of the provisions of the Construction Codes, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, or electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the Building Official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by the Construction Codes, provided that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure, or premises

is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such and request entry. If entry is refused, the Building Official shall have recourse to every remedy provided by law to secure entry.

3.2.2 When the Building Official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care, or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official for the purpose of inspection and examination pursuant to the Construction Codes.

### **3.3 STOP WORK ORDERS**

Upon notice from the Building Official, work on any building, structure, or electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of the Construction Codes or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. The Building Official may post such notice on or at the subject building, structure, or premises, which shall be notice given to the owner of the property, any agent of the owner, and the person doing the work. The removal of such notice from the subject building, structure, or premises shall be a violation of this Ordinance. Where an emergency exists, the Building Official shall not be required to give written notice prior to stopping the work.

### **3.4 REVOCATION OF PERMITS**

3.4.1 MISREPRESENTATION OF APPLICATION. The Building Official may revoke a permit or approval, issued under the provisions of the Construction Codes, in any case in which there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

3.4.2 VIOLATION OF CODE PROVISIONS. The Building Official may revoke a permit upon determination by the Building Official that the construction erection, alteration, repair, moving, demolition, installation or replacement of the building, structure, or electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of the Construction Codes.

### **3.5 DISCONTINUANCE OF SERVICE FOR VIOLATIONS**

3.5.1 WITHHOLDING SERVICES. The Building Official may request the appropriate department head to withhold services, such as water, garbage collection, sewer services or any other service of similar nature rendered by the Governing Authority in which the property lies, from any property on which any structure, house or building is being erected or maintained in violation of the Construction Codes, or in violation of any other law or ordinance of the Governing Authority pertaining to health, safety or morals.

3.5.2 NOTIFICATIONS. The Building Official shall notify the person in charge or in possession of such property, or the owner thereof, of the violations and shall fix a reasonable time for the correction of such violations. If the violations continue after the expiration of such given time, the Building Official is authorized to request the appropriate department head to disconnect the water and sewer lines and discontinue all services as long as such violations continue. Any person interfering with the Building Official or the agents or employees of the Governing Authority in disconnecting the water line or in the performance of their duties shall be guilty of an offense under this Ordinance and subject to punishment as provided by Article Eight of this Ordinance. In emergency situations that constitute an immediate hazard to life or property, advance notice to the person in charge or in possession of such property, or the owner thereof, shall not be required if impracticable, but such individual or entity shall be notified in writing as soon as practicable thereafter.

3.5.3 NOTIFICATION UTILITIES. The Building Official may also request, in writing, all public utility corporations and cooperatives to discontinue or refuse services to a property located within the territorial limits of a Governing Authority and maintained in violation of the Governing Authority's laws or ordinances, and such public utility corporations and cooperatives, after the time fixed by the Building Official, shall not render any services to such property.

### **3.6 REQUIREMENTS NOT COVERED BY CODE**

Any requirements necessary for the strength, stability, or proper operation of an existing or proposed building, structure, or electrical, gas, mechanical, or plumbing system, or for the public safety, health and general welfare, not specifically covered by or the Construction Codes, shall be determined by the Building Official.

### **3.7 ALTERNATE MATERIALS AND METHODS**

The provisions of the Construction Codes are not intended to prevent the use of any material or method of construction not specifically prescribed by them, provided any such alternate has been reviewed by the Building Official. The Building Official shall approve any such alternate, provided the Building Official finds that the alternate for the purpose intended is at least the equivalent of that prescribed in the Construction Codes, in quality, strength, effectiveness, fire resistance, durability and safety. The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternate.

## **4. PERMITS**

### **4.1 PERMIT APPLICATION**

4.1.1 WHEN REQUIRED. Any owner, or owner's authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by the Construction



Codes, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit for the work.

4.1.1.1 RESIDENTIAL ONE- AND TWO- FAMILY DWELLINGS EXCEPTION:  
Permits shall not be required for the following:

4.1.1.1.1 BUILDING

- (a) One-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m<sup>2</sup>)
- (b) Fences not over 7 feet (2,134 mm) high
- (c) Retaining walls that are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge
- (d) Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18.927 L) and the ratio of height to diameter or width does not exceed 2:1
- (e) Sidewalks and driveways
- (f) Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work
- (g) Prefabricated swimming pools that are less than 24 inches (610 mm) deep
- (h) Swings and other playground equipment
- (i) Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support
- (j) Decks not exceeding 200 square feet (18.58 m<sup>2</sup>) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4 of the International Residential Code for One- and Two-Family Dwellings

4.1.1.1.2 ELECTRICAL

- (a) Listed cord-and-plug connected temporary decorative lighting
- (b) Reinstallation of attachment plug receptacles but not the outlets therefor
- (c) Replacement of branch circuit overcurrent devices of the required capacity in the same location.
- (d) Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy
- (e) Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles

4.1.1.1.3 GAS

- (a) Portable heating, cooking or clothes drying appliances
- (b) Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe
- (c) Portable fuel cell appliances that are not connected to a fixed piping system

and are not interconnected to the power grid

#### 4.1.1.1.4 MECHANICAL

- (a) Portable heating appliances
- (b) Portable ventilation appliances
- (c) Portable cooling units
- (d) Steam, hot or chilled water piping within any heating or cooling equipment regulated by the International Mechanical Code
- (e) Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe
- (f) Portable evaporative coolers
- (g) Self-contained refrigeration systems containing 10 pounds (4.5 kg) or less refrigerant or that are actuated by motors of 1 horsepower (0.75 kw) or less
- (h) Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid

#### 4.1.1.1.5 PLUMBING

- (a) The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in the International Plumbing Code
- (b) The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures

4.1.1.2 ALL OTHER OCCUPANCIES EXCEPTION: Permits shall not be required for the following:

#### 4.1.1.2.1 BUILDING

- (a) One-story detached accessory structures, provided that the floor area does not exceed 120 square feet (18.58 m<sup>2</sup>)
- (b) Fences not over 7 feet (2,134 mm) high
- (c) Oil derricks
- (d) Retaining walls that are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids
- (e) Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18.927 L) and the ratio of height to diameter or width does not exceed 2:1
- (f) Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an

- accessible route
- (g) Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work
  - (h) Temporary motion picture, television and theater stage sets and scenery
  - (i) Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18.925 L) and are installed entirely above ground
  - (j) Shade cloth structures constructed for nursery or agricultural purposes, not including service systems
  - (k) Window awnings supported by an exterior wall that do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support. In R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support
  - (l) Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1,753 mm) in height

#### 4.1.1.2.2 ELECTRICAL

- (a) Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles
- (b) Radio and television transmitting stations: The provisions of the National Electrical Code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas
- (c) Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

#### 4.1.1.2.3 GAS

- (a) Portable heating appliance
- (b) Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe

#### 4.1.1.2.4 MECHANICAL

- (a) Portable heating appliance
- (b) Portable ventilation equipment
- (c) Portable cooling unit
- (d) Steam, hot or chilled water piping within any heating or cooling equipment regulated by the Construction Codes
- (e) Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe
- (f) Portable evaporative coolers
- (g) Self-contained refrigeration systems containing 10 pounds (4.5 kg) or less

refrigerant or that are actuated by motors of 1 horsepower (0.75 kw) or less

#### 4.1.1.2.5 PLUMBING

- (a) The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in the International Plumbing Code
- (b) The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures

4.1.2 WORK AUTHORIZED. A building, electrical, gas, mechanical or plumbing permit shall carry with it the right to construct or install the work, provided the same are shown on the drawings and set forth in the specifications filed with the application for the permit. Where these are not shown on the drawings and covered by the specifications submitted with the application, separate permits shall be required.

4.1.3 WORK WITHOUT A PERMIT. The performance of any work for which this Ordinance requires a permit without obtaining a permit pursuant to this Ordinance to perform such work shall be a violation of this Ordinance subject to punishment as provided in Article Eight of this Ordinance.

4.1.4 FAILURE TO COMPLY WITH AFFIDAVIT. The failure of any person to comply with any representation or agreement made in any affidavit provided for purposes of obtaining a permit pursuant to this Ordinance shall be a violation of this Ordinance subject to punishment as provided in Article Eight of this Ordinance.

4.1.5 HIRING UNLICENSED PERSONS. Hiring a person to perform any work for which this Ordinance requires a permit who is not licensed to perform such work shall be a violation of this Ordinance subject to punishment as provided in Article Eight of this Ordinance.

4.1.6 WORK BY UNLICENSED PERSONS. The performance of any work for which this Ordinance requires a permit by any person who is not licensed by the State to perform such work shall be a violation of this Ordinance subject to punishment as provided in Article Eight of this Ordinance.

4.1.7 MINOR REPAIRS. Ordinary minor repairs may be made with the approval of the Building Official without a permit, provided that such repairs shall not violate any of the provisions of the Construction Codes. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements, nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any water supply, sewer drainage, drain leader, gas,

soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

**4.1.8 EMERGENCY REPAIRS.** Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official.

**4.1.9 INFORMATION REQUIRED.** Each application for a permit, with the required fee, shall be filed with the Building Official on a form furnished for that purpose, and shall contain a general description of the proposed work and its location. The application shall be signed by the owner, or his authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure, and shall contain such other information as may be required by the Building Official.

**4.1.10 TIME LIMITATIONS.** An application for a permit for any proposed work shall be deemed to have been abandoned 6 months after the date of filing for the permit, unless before then a permit has been issued. One or more extensions of time for periods of not more than 90 days each may be allowed by the Building Official for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

## **4.2 DRAWINGS AND SPECIFICATIONS**

**4.2.1 REQUIREMENTS.** When required by the Building Official, two or more copies of specifications and of drawings drawn to scale with sufficient clarity and detail to indicate the nature and character of the work, shall accompany the application for a permit. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the Construction Codes. Such information shall be specific, and the Construction Codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used, as a substitute for specific information. All information, drawings, specifications, and accompanying data shall bear the name and signature of the person responsible for the design.

**4.2.2 ADDITIONAL DATA.** The Building Official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications, and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with his official seal.

**4.2.3 DESIGN PROFESSIONAL.** The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications, and accompanying data, for the following:

- (a) All Group A, E, and I occupancies as set forth in the International Building Code.
- (b) Buildings and structures three stories or more high.

- (c) Buildings and structures 5,000 sq. ft. (465 m<sup>2</sup>) or more in area.

Plans marked “Not for Construction” will NOT be accepted for permit review. For all other buildings and structures, the submittal shall bear the certification of the applicant that some specific state law exception permits its preparation by a person not so registered.

**EXCEPTION:** Single family dwellings, regardless of size, shall require neither a registered architect nor engineer, nor a certification that an architect or engineer is not required.

**4.2.4 STRUCTURAL AND FIRE RESISTANCE INTEGRITY.** Plans for all buildings shall indicate how required structural and fire resistance integrity will be maintained where a penetration of a required fire resistance wall, floor or partition will be made for electrical, gas, mechanical, plumbing, signal and communication conduits, pipes and systems and also indicate in sufficient detail how the fire integrity will be maintained where required fire resistance floors intersect the exterior walls.

**4.2.5 SITE DRAWINGS.** Drawings shall show the location of the proposed building or structure and of every existing building or structure on the site or lot. The Building Official may require a boundary line survey prepared by a qualified surveyor.

**4.2.6 HAZARDOUS OCCUPANCIES.** The Building Official may require the following:

- (a) **GENERAL SITE PLAN.** A general site plan drawn at a legible scale which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities per hazard class of hazardous materials stored.
- (b) **BUILDING FLOOR PLAN.** A building floor plan drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class or the hazardous materials stored.

### **4.3 EXAMINATION OF DOCUMENTS**

**4.3.1 PLAN REVIEW.** The Building Official shall examine or cause to be examined each application for a permit and the accompanying documents, consisting of drawings, specifications, computations, and additional data, and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of the Construction Codes and all other pertinent laws or ordinances.

4.3.2 AFFIDAVITS. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the Construction Codes. For buildings and structures the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and if accompanied by drawings showing the structural design, and by a statement that the plans and design conform to the requirements of the Construction Codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official, copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the Construction Codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for the compliance with all provisions of the Construction Codes and other pertinent laws or ordinances.

#### **4.4 ISSUING PERMITS**

4.4.1 ACTION ON PERMITS. The Building Official shall act upon an application for a permit without unreasonable or unnecessary delay. If the Building Official is satisfied that the work described in an application for a permit and the contract documents filed therewith conform to the requirements of the Construction Codes and other pertinent laws and ordinances, he shall issue a permit to the applicant.

4.4.2 REFUSAL TO ISSUE PERMIT. If the application for a permit and the accompanying contract documents describing the work do not conform to the requirements of the Construction Codes or other pertinent laws or ordinances, the Building Official shall not issue a permit, but shall return the contract documents to the applicant with his refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reason for refusal.

4.4.3 SPECIAL FOUNDATION PERMIT. When application for permit to erect or enlarge a building has been filed and pending issuance of such permit, the Building Official may, at his discretion, issue a special permit for the foundation only. The holder of such a special permit is proceeding at his own risk and without assurance that a permit for the remainder of the work will be granted or that corrections will not be required in order to meet provisions of the Construction Codes.

4.4.4 PUBLIC RIGHT OF WAY. A permit shall not be given by the Building Official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any road, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has made application at the office of the Director of Engineering Services or Director of Public Works, as applicable, for the lines of the public road on which he proposes to build, erect or locate said building.

## **4.5 CONTRACTOR RESPONSIBILITIES**

It shall be the duty of every contractor who shall make contracts for the installation or repairs of building, structure, electrical, gas, mechanical, sprinkler or plumbing systems, for which a permit is required, to comply with state or local rules and regulations concerning licensing which the Governing Authority may have adopted. In such case that the state requires a contractor to have obtained a state license before he is permitted to perform work, the contractor shall supply the local government with his license number before receiving a permit for work to be performed.

## **4.6 CONDITIONS OF THE PERMIT**

4.6.1 PERMIT INTENT. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the Construction Codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction, or violations of the Construction Codes. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced. One or more extensions of time, for periods not more than 90 days each, may be allowed for the permit. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be in writing by the Building Official.

4.6.2 PERMIT ISSUED ON BASIS OF AN AFFIDAVIT. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, he shall be responsible for conformity with the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity with the reviewed plans and with the structural provisions of the Construction Codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official.

4.6.3 PLANS. When the Building Official issues a permit, he shall enforce, in writing or by stamp, both sets of plans "Reviewed for Code Compliance." One set of drawings so reviewed shall be retained by the Building Official and the other set shall be returned to the applicant. The permitted drawings shall be kept at the site of work and shall be open to inspection by the Building Official or his authorized representative.

## **4.7 FEES**

4.7.1 PRESCRIBED FEES. A permit shall not be issued until the fees prescribed by the Governing Authority have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure,



electrical, plumbing, mechanical, gas, or other systems has been paid.

**4.7.2 WORK COMMENCING BEFORE PERMIT ISSUANCE.** Any person who commences any work on a building, structure, electrical, gas, mechanical, plumbing, or other system before obtaining the necessary permits, shall be subject to a penalty of 100% of the usual permit fee in addition to the required permit fees.

**4.7.3 ACCOUNTING.** The Building Official shall keep a permanent and accurate accounting of all permit fees and other money collected, the names of all persons upon whose account the same was paid, along with the date and amount thereof.

**4.7.4 SCHEDULE OF PERMIT FEES.** On all buildings, structures, electrical, plumbing, mechanical and gas systems or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the fee schedules as set by the governing body.

**4.7.5 BUILDING PERMIT VALUATIONS.** If, in the opinion of the Building Official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Permit valuations shall include total cost, such as electrical, gas, mechanical, plumbing equipment and other systems, including materials and labor.

## **4.8 INSPECTIONS**

**4.8.1 EXISTING BUILDING INSPECTIONS.** Before issuing a permit, the Building Official may examine or cause to be examined any building, electrical, gas, mechanical or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He shall inspect all buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the Construction Codes.

**4.8.2 MANUFACTURERS AND FABRICATORS.** When deemed necessary by the Building Official, he shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the Construction Codes.

**4.8.3 INSPECTION SERVICE.** The Building Official may make, or cause to be made, the inspections required by section 4.8.6 hereof. He may accept reports of inspectors of recognized inspection services provided that after investigation he is satisfied as to their qualifications and reliability. A certificate called for by any provision of the Construction Codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service.

4.8.4 INSPECTIONS PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY OR COMPLETION. The Building Official shall inspect or cause to be inspected at various intervals all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, prior to the issuance of the Certificate of Occupancy or Completion.

4.8.5 POSTING OF PERMIT. Work requiring a permit shall not commence until the permit holder or his agent posts the permit card in a conspicuous place on the premises. The permit shall be protected from the weather and located in such position as to permit the Building Official or representative to conveniently make the required entries thereon. This permit card shall be maintained in such position by the permit holder until the Certificate of Occupancy or Completion is issued by the Building Official.

4.8.6 REQUIRED INSPECTIONS. The Building Official upon notification from the permit holder or his agent shall make the following inspections and such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or his agent of any violations which must be corrected in order to comply with the Construction Codes:

#### 4.8.6.1 BUILDING

- (a) Foundation Inspection: To be made after trenches are excavated and forms erected.
- (b) Frame Inspection: To be made after the roof, all framing, fireblocking and bracing are in place, and all concealing wiring, all pipes, chimneys, ducts and vents are complete.
- (c) Insulation Inspection. To be made after the Frame Inspection but before any floor, wall or ceiling cover is installed.
- (d) Final Inspection: To be made after the building is completed and ready for occupancy.

#### 4.8.6.2 ELECTRICAL

- (a) Underground Inspection: To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
- (b) Rough-In Inspection: To be made after the roof, framing, fireblocking and bracing are in place and prior to the installation of wall or ceiling membranes.
- (c) Final Inspection: To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

#### 4.8.6.3 PLUMBING

- (a) Underground Inspection: To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
- (b) Rough-In Inspection: To be made after the roof, framing, fireblocking and bracing are in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
- (c) Final Inspection: To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.
- (d) Note: See Section 311 of the International Plumbing Code for required tests.

#### 4.8.6.4 MECHANICAL

- (a) Underground Inspection: To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
- (b) Rough-In Inspection: To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
- (c) Final Inspection: To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

#### 4.8.6.5 GAS

- (a) Rough Piping Inspection: To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
- (b) Final Piping Inspection: To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
- (c) Final Inspection: To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes in order to ensure compliance with all the requirements of the Construction Codes and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

4.8.7 WRITTEN RELEASE. Work shall not be done on any part of a building, structure, electrical, gas, mechanical or plumbing system beyond the point indicated in each successive inspection without first obtaining a written release from the Building Official. Such written release shall be given only after an inspection has been made of each successive step in the construction or installation as indicated by each of the foregoing three inspections.

4.8.8 REINFORCING STEEL, STRUCTURAL FRAMES, INSULATION, PLUMBING, MECHANICAL, OR ELECTRICAL SYSTEMS. Reinforcing steel, structural frame, insulation, plumbing, mechanical, or electrical systems work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the Building Official.

4.8.9 PLASTER FIRE PROTECTION. In all buildings where plaster is used for fire protection purposes, the permit holder or his agent shall notify the Building Official after all lathing and backing is in place. Plaster shall not be applied until the release from the Building Official has been received.

## **4.9 CERTIFICATES**

### **4.9.1 CERTIFICATE OF OCCUPANCY.**

4.9.1.1 BUILDING OCCUPANCY. A new building shall not be occupied or a change made in the occupancy, nature or use of a building or part of a building until after the Building Official has issued a Certificate of Occupancy. Said Certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems have been inspected for compliance with the Construction Codes and other applicable laws and ordinances and released by the Building Official.

4.9.1.2 ISSUING CERTIFICATE OF OCCUPANCY. Upon satisfactory completion of construction of a building or structure and installation of electrical, gas, mechanical and plumbing systems in accordance with the Construction Codes, reviewed plans and specifications, and after the final inspection, the Building Official shall issue a Certificate of Occupancy that contains the following:

- (a) The building permit number
- (b) The address of the structure
- (c) The name and address of the owner or the owner's authorized agent
- (d) A description of that portion of the structure for which the certificate is issued
- (e) A statement that the described portion of the structure has been inspected for compliance with the requirements of this Ordinance for the occupancy and division of occupancy and the use for which the proposed occupancy is classified
- (f) The name of the Building Official

- (g) The edition of each applicable Construction Code under which the permit was issued
- (h) The use and occupancy in accordance with the provisions of the International Building Code or the International Residential Code for One- and Two-Family Dwellings, as applicable
- (i) The type of construction as defined in the International Building Code or the International Residential Code for One- and Two-Family Dwellings, as applicable
- (j) The design occupant load and any impact the alteration has on the design occupant load of the area not within the scope of the work
- (k) If fire protection systems are provided, whether the fire protection systems are required
- (l) Any special stipulations and conditions of the building permit

4.9.1.3 TEMPORARY/PARTIAL OCCUPANCY. A temporary/partial certificate of occupancy may be issued for a portion of a building, which may safely be occupied prior to final completion of the building.

4.9.1.4 EXISTING BUILDING CERTIFICATE OF OCCUPANCY. A Certificate of Occupancy for any existing building may be obtained by applying to the Building Official and supplying the information and data necessary to determine compliance with the Construction Codes for the occupancy intended. Where necessary, in the opinion of the Building Official, two sets of detailed drawings, or a general inspection, or both, may be required. When, upon examination and inspection, it is found that the building conforms to the provisions of the Construction Codes and other applicable laws and ordinances for such occupancy, a Certificate of Occupancy shall be issued.

4.9.2 CERTIFICATE OF COMPLETION. Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a Certificate of Completion may be issued. This Certificate is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This Certificate does not grant authority to occupy or connect a building, such as a shell building, prior to the issuance of a Certificate of Occupancy.

#### 4.9.3 SERVICE UTILITIES.

4.9.3.1 CONNECTION OF SERVICE UTILITIES. No person shall make connections from a utility, source of energy, fuel or power to any building or system which is regulated by the Construction Codes for which a permit is required, until released by the Building Official and a Certificate of Occupancy or Completion is issued.

4.9.3.2 TEMPORARY CONNECTION. The Building Official may authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a temporary Certificate of Occupancy.

4.9.3.3 AUTHORITY TO DISCONNECT SERVICE UTILITIES. The Building Official shall have the power to authorize disconnection of utility service to the building, structure or system regulated by the Construction Codes, in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall notify the serving utility, and whenever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

#### **4.10 POSTING FLOOR LOADS**

4.10.1 OCCUPANCY. An existing or new building shall not be occupied for any purpose, which will cause the floors thereof to be loaded beyond their safe capacity. The Building Official may permit occupancy of a building for mercantile, commercial or industrial purposes, by a specific business, when he is satisfied that such capacity will not thereby be exceeded.

4.10.2 STORAGE AND FACTORY-INDUSTRIAL OCCUPANCIES. It shall be the responsibility of the owner, agent, proprietor or occupant of Group S and Group F occupancies as set forth in the International Building Code, or any occupancy where excessive floor loading is likely to occur, to employ a competent architect or engineer in computing the safe load capacity. All such computations shall be accompanied by an affidavit from the architect or engineer stating the safe allowable floor load on each floor in pounds per square foot uniformly distributed. The computations and affidavit shall be filed as a permanent record of the Building Department.

4.10.3 SIGNS REQUIRED. In every building or part of a building used for storage, industrial or hazardous purposes, the safe floor loads, as reviewed by the Building Official on the plan, shall be marked on plates of approved design which shall be supplied and securely affixed by the owner of the building in a conspicuous place in each story to which they relate. Such plates shall not be removed or defaced, and if lost, removed or defaced, shall be replaced by the owner of the building.

### **5. TESTS**

The Building Official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or his agent, by an approved testing laboratory or other approved agency.

## **6. CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS**

### **6.1 APPOINTMENT**

There is hereby established a Board to be called the Construction Board of Adjustment and

Appeals (the “Board”), which shall consist of seven members and two alternates plus one non-voting ex-officio member as provided herein, all of whom shall be residents of Lowndes County.

## **6.2 MEMBERSHIP AND TERMS**

6.2.1 MEMBERSHIP. The Board shall consist of seven members. Such Board members shall be composed of individuals with knowledge and experience in the Construction Codes, such as design professionals, contractors or building industry representatives. The Governing Authority shall appoint 7 members, one of whom shall be from the plumbing industry, one of whom shall be a professional engineer, one of whom shall be from the mechanical construction industry, one of whom shall be a licensed architect, one of whom shall be a licensed electrician, and one of whom shall be a licensed residential contractor. The final member shall be a licensed general contractor. In addition to the regular members, the Governing Authority shall appoint two alternate members, one member at large from the building industry and one member at large from the public. Plus, one elected official from the Governing Authority shall be appointed by the Governing Authority as a non-voting member. None of the Board members shall hold any other public office of any city or Lowndes County or be an employee of any city or Lowndes County with the exception of the one non-voting member who is an elected official of Governing Authority.

6.2.2 TERMS. In making its initial appointments, the Governing Authority shall designate the initial general contractor appointee and two other appointees to serve terms to expire June 30, 2026, two appointees to serve terms to expire June 30, 2025, and two appointees to serve terms to expire June 30, 2024. Thereafter, each member shall be appointed to serve a term of three (3) years with the term of each member to expire June 30 of the applicable year. The alternates shall serve one-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued periodic absence of any member from required meetings of the Board shall, at the discretion of the Governing Authority, render any such member subject to immediate removal from office. If any member misses three (3) consecutive meetings, he shall automatically be deemed removed and a new member appointed to take his place for the remainder of the removed member’s unexpired term.

6.2.3 QUORUM AND VOTING. A simple majority of the Board shall constitute a quorum. In varying any provision of the Construction Codes, the affirmative votes of the majority present shall be required. In modifying a decision of the Building Official, not less than two affirmative votes shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.

6.2.4 CONFLICTS OF INTEREST. A Board member shall not act in a case in which he has a personal or financial interest. If a Board member has any interest in any matter which may result in a gain or loss to that Board member or to his immediate family by blood or by marriage, such member shall not participate in the consideration, discussion, questioning and voting on that particular matter before the Board, nor shall the member take any action which may influence the vote of any other member. If the Chairman has a conflict of interest, the

Vice-Chairman shall preside over the meeting during consideration of that particular matter.

**6.2.5 DUTIES AND POWERS.** The purpose of the Board shall be to:

- (a) Review and decide specific appeals made by individuals concerning the interpretation or administration of the Construction Codes;
- (b) Review and decide upon waiver requests; and
- (c) Advise the Governing Authority, the Department and any other affected department on issues and matters of concern as to procedures of the Board or interpretation or construction of the Construction Codes.

**6.2.6 SECRETARY OF BOARD.** The Building Official shall act as Secretary of the Board and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member and any failure of a member to vote.

**6.2.7 OFFICERS OF THE BOARD.** A Chairman and Vice Chairman shall be elected by the members at the first quarterly meeting of the Board. Thereafter, at the first quarterly meeting of each year, a new Chairman and Vice-Chairman shall be elected by the members.

**6.2.8 MEETINGS.** The Board shall hold, at a minimum, quarterly meetings, on a date and place and time specified by the Chairman. Special meetings may be called at any time by the Chairman, the Building Official or any two members of the Board. Reasonable advance notice of the place, time and date thereof shall be given to all members of the Board. The time, date and place of the meetings will be determined by the individual(s) calling such meeting.

**6.2.9 RECORDS.** The Department shall provide secretarial services to the Board and shall make a detailed record of all proceedings which shall set forth the reasons for all decisions and the vote of each member participating therein, the absence of a member, and the failure of a member to vote. These records shall be submitted to the Board for their approval and kept on file by the Department as a public record.

## **6.4 APPEALS**

**6.4.1 DECISION OF THE BUILDING OFFICIAL.** The Board shall have the power, as further defined herein, to hear the appeals of decisions and interpretations of the Building Official and consider variances of the Construction Codes. The owner of a building, structure or service system, or his duly authorized agent, may appeal a decision of the Building Official to the Board whenever any one of the following conditions is claimed to exist:

- (a) The Building Official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.



- (b) The provisions of the Construction Codes do not apply to this specific case.
- (c) That an equally good or more desirable form of installation can be employed in any specific case.
- (d) The true intent and meaning of the Construction Codes or any of the regulations thereunder have been misconstrued or incorrectly interpreted.

6.4.2 VARIANCES. The Board, when so appealed to and after a hearing, may vary the application of any provision of the Construction Codes to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this Ordinance or the Construction Codes or public interest, and it also finds all of the following:

- (a) That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.
- (b) That the special conditions and circumstances do not result from the action or inaction of the applicant.
- (c) That granting the variance requested will not confer on the applicant any special privilege that is denied by the Construction Codes to other buildings, structures or service system.
- (d) That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.
- (e) That the grant of the variance will be in harmony with the general intent and purpose of the Construction Codes and will not be detrimental to the public health, safety and general welfare.

6.4.3 CONDITION OF VARIANCES. In granting the variance, the Board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the Board may prescribe appropriate conditions and safeguards in conformity with the Construction Codes. Violation of the conditions of a variance shall be deemed a violation of the Construction Codes.

6.4.4 NOTICE OF APPEAL. Notice of appeal to the Board shall be in writing and filed within 30 calendar days after the Building Official renders the decision. Appeals shall be in a form acceptable to the Building Official.

6.4.5 UNSAFE OR DANGEROUS BUILDINGS OR SERVICE SYSTEMS. In the case of a building, structure, or service system, which, in the opinion of the Building Officials, is unsafe, unsanitary or dangerous, the Building Official may, in his order, limit the time for such notice of appeals to a shorter period.

## **6.5 RULES AND REGULATIONS**

6.5.1 RULES AND REGULATIONS; MEETINGS. The Board shall establish rules and regulations for its own procedure not inconsistent with the provisions of these procedures. The Board shall meet on call of the Chairman. The Board shall meet within 30 calendar days after notice of appeal has been received.

6.5.2 DECISIONS. The Board shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the Board shall also include the reasons for the decision. If a decision of the Board reverses or modifies a refusal, order, or disallowance of the Building Official or varies the application of any provision of the Construction Codes, the Building Official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the Building Official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the Building Official for two weeks after filing. Every decision of the Board shall be final, subject however to such remedy as any aggrieved party might have at law or in equity.

## **7. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Ordinance, including the Construction Codes, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance, including the Construction Codes.

## **8. VIOLATIONS AND PENALTIES**

Any person, firm, corporation, other entity, or agent who shall violate a provision of this Ordinance, including the Construction Codes, or fail to comply herewith, or with any of the requirements hereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, electrical, gas, mechanical or plumbing system, in violation of a detailed statement or drawing submitted and permitted hereunder, shall be subject to punishment by fine or imprisonment or both. Each such person, firm, corporation, other entity, or agent shall be considered to have committed a separate violation for each and every day or portion thereof during which any violation of any of the provisions of this Ordinance, including the Construction Codes, is committed or continued, and upon being found to have committed any such violation such person shall be subject to being punished by fine not to exceed \$1,000.00 or imprisonment not to exceed 60 days or both for each such separate violation. Jurisdiction over such violations shall be in the Magistrate Court of Lowndes County. The procedure for enforcement of violations of this Ordinance, including the Construction Codes, shall be as provided in Article 4 of Chapter 10 of Title 15 of the Official Code of Georgia Annotated.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Building Permit Fee Schedule

DATE OF MEETING: July 25, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Permit Fee Schedule

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HISTORY, FACTS AND ISSUES: Pursuant to the Ordinance Adopting Administrative Procedures for the Enforcement of State Minimum Standard Codes for Construction, staff has prepared the attached Lowndes County Permit Fee Schedule.

OPTIONS: 1. Adopt as Presented.  
2. Redirect

RECOMMENDED ACTION: Adopt

DEPARTMENT: Permitting and Inspections

DEPARTMENT HEAD: Mindy Bates

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



# Lowndes County Permit Fee Schedule

**RESIDENTIAL NEW, POOL, ASSESSORY AND REM/REP PERMIT FEES: \$50.00 min charge on all permits. Total valuation (cost of materials and labor) of Construction project \*MAY REQUEST COPY OF CONTRACT**

\$3000 or less	\$50.00 minimum fee
\$3001 to \$35,000	\$50.00 for the first \$3,000 plus \$5.00 for each additional thousand or fraction thereof, to and including \$35,000
\$35001 to \$100,000	\$260.00 for the first \$35,001 plus \$4.00 for each additional thousand or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$480.00 for the first \$100,001 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$1680.00 for the first \$500,001 plus \$2.00 for each additional thousand or fraction thereof, to including \$1,000,000.
\$1,000,001 to \$10,000,000	\$2680.00 for the first \$1,00,001 plus \$1.00 for each additional thousand or fraction thereof, to and including \$10,000,000.
\$10,000,001 to \$100,000,000	\$11680.00 for the first \$10,000,001 plus \$0.50 for each additional thousand or fraction thereof, to and including \$100,000,000.
\$100,000,001 and up	\$56,680.00 for the first \$100,000,001 and \$0.25 for each additional thousand or fraction thereof.

<b>DEMOLITION FEES:</b>	For the demolition of any building or structures the fees shall be:
\$75.00 (per structure)	0 up to 100,000 cu ft.

<b>ELECTRICAL PERMIT FEES: \$50.00 minimum charge on all permits</b>	<b>RESIDENTIAL:</b>	<b>COMMERCIAL:</b>
0-50 AMPS	\$50.00	\$100.00
51-100 AMPS	\$60.00	\$120.00
101-200 AMPS	\$80.00	\$140.00
201-400 AMPS	\$100.00	\$160.00
401-600 AMPS	\$150.00	\$210.00
601-1000 AMPS	\$200.00	\$260.00
1001- and up	\$300.00	\$360.00
Low Voltage		1% of Value
SUBPANELS-Charged by Amps per Panel		
30 DAY TEMP	\$20.00	\$20.00
RV PEDS, PER PED	n/a	\$20.00
POOL BONDING	\$50.00	\$75.00
SERVICE REPAIR	\$60.00	\$70.00



# Lowndes County Permit Fee Schedule

<b>PLUMBING PERMIT FEES: \$50.00 minimum charge on all permits</b>	<b>RESIDENTIAL:</b>	<b>COMMERCIAL:</b>
FIXTURES:	\$10.00 PER	15 PER
GASLINE:	\$50.00	\$75.00
WATER LINE:	\$50.00	\$75.00
GREASE TRAP:	N/A	\$60.00
BACKFLOW PREVENTER:	\$50.00	\$60.00
<b>MECHANICAL FEES: \$50.00 minimum charge on all permits</b>		
<b>1. AIR CONDITIONERS:</b>	<b>RESIDENTIAL:</b>	<b>COMMERCIAL:</b>
0-3 TONS	\$30.00	\$50.00
3.1-6 TONS	\$40.00	\$70.00
6.1-10 TONS	\$100.00	\$100.00
10.1-15 TONS	N/A	\$120.00
15.1 TONS AND UP	N/A	\$140.00
<b>2. HEATING-ELECTRICAL:</b>		
0-10 KW	\$20.00	\$30.00
11-20 KW	\$60.00	\$70.00
OVER 20 KW	N/A	\$80.00
<b>3. HEATING-GAS</b>		
0-75,000 BTU	\$20.00	\$50.00
75,001-125,000 BTU	\$30.00	\$70.00
125,001-200,000 BTU	\$40.00	\$90.00
<b>EXHAUST FANS:</b>		
0-100 CFM	\$25.00	\$10.00 PER
101 CFM AND UP	N/A	\$75.00 PER
<b>DUCTWORK ONLY</b>	\$5.00 PER TAP	\$10.00 PER TAP
<b>HOODS:</b>	N/A	\$120.00 PER
<b>PTAC CHANGE OUTS</b>	N/A	\$30.00 PER
<b>GASLINE:</b>	\$50.00	\$75.00
<b>MOVING PERMIT:</b>		
\$100.00 FOR THE MOVING OF ANY BUILDING OR STRUCTURE		

**RE-INSPECTIONS FEES:** There shall be a re-inspection fee of \$25.00 charged for all building, electrical, plumbing and mechanical re-inspections on the 3rd re-inspection and must be paid prior to scheduling of that inspection.



# Lowndes County Permit Fee Schedule

**AUTOMATIC SPRINKLER SYSTEMS:** For the permitting of automatic sprinkler systems, the permit fee shall be as follows: (\$50.00 minimum charge on all permits)

BASE FEE: (MINIMUM)	\$50.00
EACH RISER:	\$10.00 PER
FIRST 1-10 SPRINKLER HEADS:	\$20.00
ADDITIONAL HEADS ABOVE 10:	\$2.00 PER
PUMP TEST:	\$50.00
RELOCATION FEE:	\$30.00

**SIGN FEES:** \$50.00 minimum charge for all permits

AREA SIGNS:	
0-40 SQ FT	\$50.00 PER
41-80 SQ FT	\$70.00 PER
81-120 SQ FT	\$110.00 PER
121 SQ FT & OVER	\$150.00 PER
PORTABLE SIGNS: (TIME LIMIT PER ZONING)	\$50.00 PER
TENTS: (TIME LIMIT PER ZONING)	\$50.00 PER
BANNERS: (TIME LIMIT PER ZONING)	\$50.00 PER

**COMMERCIAL NEW, ACCESSORY, REMODEL/REPAIR PERMIT FEES:**

**Total valuation (cost of materials and labor) of Construction project. PLAN REVIEW 25% OF TOTAL FEE**

\$1000 or less	\$75.00 minimum fee
\$1001 to \$30,000	\$75.00 for the first \$1,000 plus \$6.50 for each additional thousand or fraction thereof, to and including \$30,000.
\$30,001 to \$100,000	\$275.00 for the first \$30,001 plus \$5.50 for each additional thousand or fraction thereof, to including \$100,000
\$100,001 to \$500,000	\$650.00 for the first \$100,001 plus \$4.50 for each additional thousand or fraction thereof, to and including \$1,000,000
\$500,001 to \$1,000,000	\$2270.00 for the first \$500,001 plus \$3.50 for each additional thousand or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$10,000,000	\$3,770.00 for the first \$1,000,001 plus \$2.50 for each additional thousand or fraction thereof, to and including \$10,000,000
\$10,000,001 to \$100,000,000	\$24,572.00 for the first \$10,000,001 plus \$1.50 for each additional thousand or fraction thereof, to and including \$100,000,000
\$100,000,001 and UP	\$56,660.00 for the first \$100,000,001 and \$1.00 for each additional thousand or fraction thereof.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Exit 13 Touchton Road Water Main Extension

DATE OF MEETING: July 25, 2023

Work Session/Regular Session

BUDGET IMPACT: \$9,754,718.88

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Exit 13 Touchton Road Water Main Extension

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HISTORY, FACTS AND ISSUES: Exit 13/Touchton Road water main extension will tie our North Lowndes and South Lowndes water systems together. This will provide redundancy and additional capacity in Exit 11 and 13 areas. This is part of our master plan and will be funded through SPLOST. Staff advertised the project and bids were received from two companies; Legacy Water Group, LLC submitted a bid for \$9,754,718.88, and TB Landmark Construction, Inc. submitted a bid for \$10,489,726.50. Staff recommends approval and authorizes the Chairman to sign the contract with Legacy Water Group, LLC. for \$9,754,718.88.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**LEGACY WATER GROUP, LLC BID TAB**  
**EXIT 13-TOUCHTON ROAD WATERMAIN EXTENSION**

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
150-0001	Mobilization, Bonds, Temp. Facilities	1	LS	\$	\$ 400,000.00	\$ 400,000.00
150-1000	Traffic Control	1	LS	\$	\$ 22,500.00	\$ 22,500.00
163-0232	Temporary Grassing	24	AC	\$	\$ 950.00	\$ 22,800.00
163-0240	Temporary Mulch	24	AC	\$	\$ 300.00	\$ 7,200.00
163-0529	Erosion Control check dams (Temporary silt fence fabric)	85	EA	\$	\$ 150.00	\$ 12,750.00
165-0041	Maintenance of Check Dams	85	EA	\$	\$ 35.00	\$ 2,975.00
171-0010	Non-Sensitive Silt Fence	4,526	LF	\$	\$ 2.00	\$ 9,052.00
171-0030	Double Row Sensitive Silt Fence	2,608	LF	\$	\$ 7.00	\$ 18,256.00
210-0100	Clearing and Grubbing (including removal of any debris)	1	LS	\$	\$ 75,000.00	\$ 75,000.00
231-1250	Improved Gravel Access Road (12' wide, 4" thick)	5500	LF	\$	\$ 40.00	\$ 220,000.00
310-5120	Graded Aggregate Base Course, 8" (Driveways)	148	SY	\$	\$ 30.00	\$ 4,440.00
402-3113	1.5" Thick Asphalt 12.5 mm Superpave (Driveways)	9	TN	\$	\$ 610.00	\$ 5,490.00
550-1180	18" RCP Storm Drain	480	LF	\$	\$ 80.00	\$ 38,400.00
550-1180	18" Flared End Section	4	EA	\$	\$ 1,350.00	\$ 5,400.00
610-0001	Remove and Replace Stop Sign	1	EA	\$	\$ 185.00	\$ 185.00
610-0001	Remove and Replace Mailboxes	6	EA	\$	\$ 60.00	\$ 360.00
610-2360	Remove existing 4" FM	1115	LF	\$	\$ 6.75	\$ 7,526.25
610-5715	Remove existing ARV Manholes	2	LS	\$	\$ 1,600.00	\$ 3,200.00
610-9230	DEMO Existing RCP Storm Pipe	62	LF	\$	\$ 32.00	\$ 1,984.00
643-8200	Orange Barrier Fence	4265	LF	\$	\$ 1.50	\$ 6,397.50
660-1200	Connection to Existing FM	1	EA	\$	\$ 5,000.00	\$ 5,000.00
660-1215	4" DR 11 HDPE Forcemain	3,465	LF	\$	\$ 34.50	\$ 119,542.50
660-2040	Air Release Valve Assembly and Manhole	2	EA	\$	\$ 12,800.00	\$ 25,600.00
668-3301	Connect to Existing Discharge Manhole w/ 2 Discharge Pipes	1	LS	\$	\$ 12,500.00	\$ 12,500.00
670-1010	Connection to Existing 8" (Complete in Place)	1	EA	\$	\$ 2,700.00	\$ 2,700.00
670-1011	Connection to Existing 10" (Complete in Place, w/ tee)	1	EA	\$	\$ 11,500.00	\$ 11,500.00
670-1012	Connection to Existing 12" (Complete in Place)	4	EA	\$	\$ 8,550.00	\$ 34,200.00
670-1080	8" PVC Watermain (Incl. Tee's & Bends)	405	LF	\$	\$ 50.00	\$ 20,250.00
670-1120	12" DR 11 HDPE Watermain (Incl. Tee's & Bends)	901	LF	\$	\$ 55.00	\$ 49,555.00
670-1160	16" DR 11 HDPE Watermain (Incl. Tee's & Bends)	9526	LF	\$	\$ 98.00	\$ 933,548.00
670-1161	Directional Drill 16" DR 11 HDPE	2052	LF	\$	\$ 175.00	\$ 359,100.00



670-1200	20" DR 11 HDPE Watermain (Incl. Tee's & Bends)	21,175	LF	\$	\$	126.00	\$	2,668,050.00
670-1201	Directional Drill 20" DR 11 HDPE	2,520	LF	\$	\$	245.00	\$	617,400.00
670-1511	Remove Existing Watermain	250	LF	\$	\$	13.00	\$	3,250.00
670-2080	8" Water Service Valve (Complete In Place)	6	EA	\$	\$	3,600.00	\$	21,600.00
670-2159	12" Valve Assembly (Complete In Place)	2	EA	\$	\$	5,400.00	\$	10,800.00
670-2160	16" Valve Assembly (Complete In Place)	11	EA	\$	\$	12,150.00	\$	133,650.00
670-2200	20" Valve Assembly (Complete In Place)	24	EA	\$	\$	33,000.00	\$	792,000.00
670-3011	8" Tapping Sleeve And Valve Assembly (Complete In Place)	1	EA	\$	\$	5,220.00	\$	5,220.00
670-3129	12" Tapping Sleeve And Valve Assembly (Complete In Place)	3	EA	\$	\$	9,550.00	\$	28,650.00
670-4000	Fire Hydrant w/ Valve Assembly(Complete in Place)	22	EA	\$	\$	12,300.00	\$	270,600.00
670-4001	Fire Hydrant w/ Valve Assembly & Bollards (Complete in Place)	25	EA	\$	\$	15,825.00	\$	395,625.00
670-7350	8" Watermain Termination (Complete In Place)	6	EA	\$	\$	4,165.00	\$	24,990.00
670-7350	20" Watermain Terminaton (Complete In Place)	3	EA	\$	\$	11,500.00	\$	34,500.00
670-9284	Open Cut 16" HDPE W/ 24" Casing (Incl. Pipe & Casing)	88	LF	\$	\$	285.00	\$	25,080.00
670-9285	Jack And Bore 20" HDPE W/ 36" Casing (Incl. Pipe & Casing)	628	LF	\$	\$	1,250.00	\$	785,000.00
670-9286	Jack And Bore 16" HDPE W/ 24" Casing (Incl. Pipe & Casing)	587	LF	\$	\$	800.00	\$	469,600.00
670-9730	Reconnect Existing Water Service (Complete in Place)	3	EA	\$	\$	1,150.00	\$	3,450.00
670-9920	Remove Existing Fire Hydrant (Complete in Place)	1	EA	\$	\$	2,300.00	\$	2,300.00
700-6910	Permanent Grassing - All disturbed areas	24	AC	\$	\$	2,300.00	\$	55,200.00
999-3130	Concrete and RPM Valve Markers	35	EA	\$	\$	130.00	\$	4,550.00
999-3131	Watermain Testing and Disinfection	1	LS	\$	\$	25,000.00	\$	25,000.00
999-3132	Compaction and Soils Testing	1	LS	\$	\$	5,000.00	\$	5,000.00
999-3133	As-built survey	1	LS	\$	\$	49,000.00	\$	49,000.00

Subtotal \$ 8,867,926.25

Supplemental Work Allowance (10% of Subtotal) \$ 886,792.63

Total Bid \$ 9,754,718.88

**TB LANDMARK CONSTRUCTION, INC**  
**EXIT 13-TOUCHTON ROAD WATERMAIN EXTENSION**

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
150-0001	Mobilization, Bonds, Temp. Facilities	1	LS	\$	\$ 223,000.00	\$ 223,000.00
150-1000	Traffic Control	1	LS	\$	\$ 30,000.00	\$ 30,000.00
163-0232	Temporary Grassing	24	AC	\$	\$ 2,850.00	\$ 68,400.00
163-0240	Temporary Mulch	24	AC	\$	\$ 1,100.00	\$ 26,400.00
163-0529	Erosion Control check dams (Temporary silt fence fabric)	85	EA	\$	\$ 410.00	\$ 34,850.00
165-0041	Maintenance of Check Dams	85	EA	\$	\$ 60.00	\$ 5,100.00
171-0010	Non-Sensitive Silt Fence	4,526	LF	\$	\$ 2.00	\$ 9,052.00
171-0030	Double Row Sensitive Silt Fence	2,608	LF	\$	\$ 15.00	\$ 39,120.00
210-0100	Clearing and Grubbing (including removal of any debris)	1	LS	\$	\$ 99,000.00	\$ 99,000.00
231-1250	Improved Gravel Access Road (12' wide, 4" thick)	5500	LF	\$	\$ 34.00	\$ 187,000.00
310-5120	Graded Aggregate Base Course, 8" (Driveways)	148	SY	\$	\$ 250.00	\$ 37,000.00
402-3113	1.5" Thick Asphalt 12.5 mm Superpave (Driveways)	9	TN	\$	\$ 1,250.00	\$ 11,250.00
550-1180	18" RCP Storm Drain	480	LF	\$	\$ 105.00	\$ 50,400.00
550-1180	18" Flared End Section	4	EA	\$	\$ 3,000.00	\$ 12,000.00
610-0001	Remove and Replace Stop Sign	1	EA	\$	\$ 1,250.00	\$ 1,250.00
610-0001	Remove and Replace Mailboxes	6	EA	\$	\$ 850.00	\$ 5,100.00
610-2360	Remove existing 4" FM	1115	LF	\$	\$ 14.00	\$ 15,610.00
610-5715	Remove existing ARV Manholes	2	LS	\$	\$ 3,500.00	\$ 7,000.00
610-9230	DEMO Existing RCP Storm Pipe	62	LF	\$	\$ 78.00	\$ 4,836.00
643-8200	Orange Barrier Fence	4265	LF	\$	\$ 6.00	\$ 25,590.00
660-1200	Connection to Existing FM	1	EA	\$	\$ 7,800.00	\$ 7,800.00
660-1215	4" DR 11 HDPE Forcemain	3,465	LF	\$	\$ 55.00	\$ 190,575.00
660-2040	Air Release Valve Assembly and Manhole	2	EA	\$	\$ 27,500.00	\$ 55,000.00
668-3301	Connect to Existing Discharge Manhole w/ 2 Discharge Pipes	1	LS	\$	\$ 23,000.00	\$ 23,000.00
670-1010	Connection to Existing 8" (Complete in Place)	1	EA	\$	\$ 6,500.00	\$ 6,500.00
670-1011	Connection to Existing 10" (Complete in Place, w/ tee)	1	EA	\$	\$ 6,500.00	\$ 6,500.00
670-1012	Connection to Existing 12" (Complete in Place)	4	EA	\$	\$ 7,750.00	\$ 31,000.00
670-1080	8" PVC Watermain (Incl. Tee's & Bends)	405	LF	\$	\$ 80.00	\$ 32,400.00
670-1120	12" DR 11 HDPE Watermain (Incl. Tee's & Bends)	901	LF	\$	\$ 70.00	\$ 63,070.00
670-1160	16" DR 11 HDPE Watermain (Incl. Tee's & Bends)	9526	LF	\$	\$ 101.00	\$ 962,126.00
670-1161	Directional Drill 16" DR 11 HDPE	2052	LF	\$	\$ 185.00	\$ 379,620.00

670-1200	20" DR 11 HDPE Watermain (Incl. Tee's & Bends)	21,175	LF	\$	\$	127.00	\$	2,689,225.00
670-1201	Directional Drill 20" DR 11 HDPE	2,520	LF	\$	\$	218.00	\$	549,360.00
670-1511	Remove Existing Watermain	250	LF	\$	\$	25.00	\$	6,250.00
670-2080	8" Water Service Valve (Complete In Place)	6	EA	\$	\$	3,250.00	\$	19,500.00
670-2159	12" Valve Assembly (Complete In Place)	2	EA	\$	\$	3,200.00	\$	6,400.00
670-2160	16" Valve Assembly (Complete In Place)	11	EA	\$	\$	15,200.00	\$	167,200.00
670-2200	20" Valve Assembly (Complete In Place)	24	EA	\$	\$	27,400.00	\$	657,600.00
670-3011	8" Tapping Sleeve And Valve Assembly (Complete In Place)	1	EA	\$	\$	10,250.00	\$	10,250.00
670-3129	12" Tapping Sleeve And Valve Assembly (Complete In Place)	3	EA	\$	\$	11,500.00	\$	34,500.00
670-4000	Fire Hydrant w/ Valve Assembly(Complete in Place)	22	EA	\$	\$	8,700.00	\$	191,400.00
670-4001	Fire Hydrant w/ Valve Assembly & Bollards (Complete in Place)	25	EA	\$	\$	12,000.00	\$	300,000.00
670-7350	8" Watermain Termination (Complete In Place)	6	EA	\$	\$	3,500.00	\$	21,000.00
670-7350	20" Watermain Terminaton (Complete In Place)	3	EA	\$	\$	11,500.00	\$	34,500.00
670-9284	Open Cut 16" HDPE W/ 24" Casing (Incl. Pipe & Casing)	88	LF	\$	\$	850.00	\$	74,800.00
670-9285	Jack And Bore 20" HDPE W/ 36" Casing (Incl. Pipe & Casing)	628	LF	\$	\$	1,600.00	\$	1,004,800.00
670-9286	Jack And Bore 16" HDPE W/ 24" Casing (Incl. Pipe & Casing)	587	LF	\$	\$	1,285.00	\$	754,295.00
670-9730	Reconnect Existing Water Service (Complete in Place)	3	EA	\$	\$	2,200.00	\$	6,600.00
670-9920	Remove Existing Fire Hydrant (Complete in Place)	1	EA	\$	\$	4,250.00	\$	4,250.00
700-6910	Permanent Grassing - All disturbed areas	24	AC	\$	\$	4,000.00	\$	96,000.00
999-3130	Concrete and RPM Valve Markers	35	EA	\$	\$	530.00	\$	18,550.00
999-3131	Watermain Testing and Disinfection	1	LS	\$	\$	193,236.00	\$	193,236.00
999-3132	Compaction and Soils Testing	1	LS	\$	\$	25,000.00	\$	25,000.00
999-3133	As-built survey	1	LS	\$	\$	21,850.00	\$	21,850.00

Subtotal	\$	9,536,115.00
Supplemental Work Allowance (10% of Subtotal)	\$	953,611.50
Total Bid	\$	10,489,726.50