



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (SEPTEMBER 8, 2015) (WEEK 37 OF 2015)

Agenda and Minutes also available at
www.woodburycountyiowa.gov

Larry D. Clausen 389-5329 lclausen@woodburycountyiowa.gov	Mark A. Monson 204-1015 mark@mudflap.com	Jaclyn D. Smith 898-0477 jasmith@woodburycountyiowa.gov	Jeremy J. Taylor 259-7910 jeremytaylor@cableone.net	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held September 8, 2015 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. If you wish to speak on an item, please follow the seven participation guidelines adopted by the Board for speakers.

1. Anyone may address the Board on any agenda item after initial discussion by the Board.
2. Speakers will approach the microphone one at a time and be recognized by the Chair.
3. Speakers will give their name, spell their name, and give their address and then their statement.
4. Everyone will have an opportunity to speak. Therefore, please limit your remarks to **three minutes on any one item.**
5. At the beginning of the discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under the final agenda item "Citizen Concerns."
7. For the benefit of all in attendance, please turn off all cell phones and other devices while in the Board Chambers.

AGENDA

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|------------------|---|-------------|
| 4:00 p.m. | 1. Closed Session General Relief Appeal Hearing for J. S.C. Iowa Code Section {21.5 (1) (a)}
<u>First Floor Board of Supervisors Meeting Room</u> | |
| 4:30 p.m. | 2. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence | |
| | 3. Citizen Concern | Information |
| | 4. Approval of the agenda September 8, 2015 | Action |
| | 5. Approval of the minutes of September 1, 2015 meeting | Action |
| | 6. Discussion and approval of claims | Action |
| | 7. City of Sioux City – Matt Salvatore
Approval of Community Attraction and Tourism Grant support for Cone Park | Action |

- 4:45 p.m.**
(Set time)
8. Secondary Roads – Mark Nahra
 - a. Receive and consider bids for bridge replacement project L-C(N48) --73-97 Action
 - b. Consider approval of paving agreement for paved road intersections and roadside fillet construction along the new four lane Highway 20 alignment Action
 - c. Consider approval of paving agreement for roadside fillet construction along the new four lane Highway 20 alignment Action
 - d. Consideration of a Resolution to revise the Secondary Roads FY 2016 to FY 2020 Construction Program Action
 - e. Consideration of approval of the contract with Hallett Materials for gravel road stockpiles for various locations for fiscal year 2016 Action

 9. Human Resources – Ed Gilliland
 - a. Approval of Memorandum of Personnel Transactions Action
 - b. Authorize Chairman to sign Authorization to Initiate Hiring Process Action
 - c. Contract for Northwest Environmental for LEC mitigation, discussion and action Action
 - d. Insurance coverage issues, possible addition to coverage, discussion and action Action

 10. Board of Supervisors – Mark Monson
Consideration of a long range planning proposal Action

 11. Board of Supervisors – Jeremy Taylor
 - a. Training for leaders, elected officials and department head Action
 - b. Discussion of Energy CAP Pricing and Demonstration Availability / Video Information

 12. Reports on committee meetings Information

 13. Citizen's Concerns Information

 14. Board Concerns and Comments Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

TUESDAY, SEPTEMBER 8	10:00 a.m.	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, SEPTEMBER 9	8:05 a.m.	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
	8:00 p.m.	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THURSDAY, SEPTEMBER 10	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
	5:00 p.m.	Conservation Board Meeting, Brown's Lake Shelter
	7:00 p.m.	Siouxland Mental Health Center, Board Meeting, 625 Court Street
TUESDAY, SEPTEMBER 15	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, SEPTEMBER 16	12:00 noon	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, SEPTEMBER 17	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, SEPTEMBER 28	6:00 p.m.	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville, Iowa.
TUESDAY, SEPTEMBER 29	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
	1:30 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave.
THURSDAY, OCTOBER 1	7:00 p.m.	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, S.E., Le Mars, Iowa
TUESDAY, OCTOBER 6	10:00 a.m.	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, OCTOBER 7	8:05 a.m.	Woodbury County Information Communication Commission, Board of Supervisors' Chambers

Woodbury County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will consider reasonable accommodations for qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.

5

SEPTEMBER 1, 2015 — THIRTYSIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, September 1, 2015 at 4:30 p.m. Board members present were Clausen, Monson, Ung and Taylor; Smith is present by phone. Staff members present were Karen James, Board Administrator, Dennis Butler, Finance/Operations Controller, Ed Gilliland, Human Resources Director, Gloria Mollet, Assistant Human Resources Director, Jean Jessen, Deputy Auditor and Patrick Gill, Auditor/Clerk to the Board.

- 1. The meeting was called to order – Pledge of Allegiance to the Flag – Moment of Silence.
- 2. Citizen Concern.

Patrick Gill, County Auditor, reported on an attempt to defraud the County.

- 7a. A public hearing was held at 4:35 p.m. for the sale of property parcel #228390, 1508 Harris St. The Chairperson called on anyone wishing to be heard.

Motion by Ung second by Taylor to close the public hearing. Carried 5-0.

Motion by Clausen second by Ung to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to for real estate parcel #228390, 1508 Harris St., to Jimmy and Kim Reising, 1528 Harris St., Sioux City, for \$285.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #12,261**

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By Jimmy Reising & Kim Resing in the sum of Two Hundred Eighty-Five Dollars & 00/100 (\$285.00)-----
-----dollars.

For the following described real estate, To Wit:

Parcel #228390

**Lots 10 & 11 in Block 7, Highland Park Addition, City of Sioux City, Woodbury County, Iowa
(1508 Harris Street)**

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 2nd Day of September, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 7b. A public hearing was held at 4:37 p.m. for the sale of property parcel #175365, 1401 ½ Virginia St. The Chairperson called on anyone wishing to be heard.

Motion by Ung second by Taylor to close the public hearing. Carried 5-0.

Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to for real estate parcel #175365, 1401 ½ Virginia St., to Joseph Snow Jr., 1401 Virginia St., Sioux City for \$477.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #12,262**

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By Joseph Snow Jr. in the sum of Four Hundred Seventy-Seven Dollars & 00/100 (\$477.00)-----
-----dollars.

For the following described real estate, To Wit:

Parcel #175365

All that part of Lots One (1) and Two (2) in Block One (1), Galbraith's Second Addition to Sioux City, more particularly described as follows; Commencing at a point on the South line of Lot One (1) in Block One (1), of Galbraith's Second Addition, which is fifty-seven (57) feet West of the Southeast corner of said Lot; running thence North parallel to the East lines of said lots One (1) and Two (2) across Lot One (1) and the South Ten (10) feet of Lot Two (2) for sixty and fifteen-hundredths (60.15) feet; thence West parallel to the South line of Lot One (1) for seventeen (17) feet; thence South parallel to the East lines of Lots One (1) and Two (2) for seventeen (17) feet; thence West parallel to the South line of Lot One (1) eight (8) feet; thence South parallel to the East line of Lot One (1) thirty-five and seven-tenths (35.7) feet to the Northerly line of Dale Street; thence Southeasterly on said line nine and four-tenths (9.4) feet to South line of Lot one (1); thence East on the South line of Lot One (1) to the place of commencement, City of Sioux City, Woodbury County, Iowa (1401 ½ Virginia Street)

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 2nd Day of September, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 3. Motion by Taylor second by Ung to approve the Agenda for September 1, 2015. Carried 5-0. Copy filed.
- 4. Motion by Taylor second by Clausen to approve the minutes of the August 25, 2015 Board meeting. Carried 5-0. Copy filed.

- 5. Motion by Taylor second by Clausen to approve the county's claims totaling \$572,284.10. Carried 5-0. Copy filed.
- 6a. A request for funding of an Agriculture Exposition & Learning Center Board was presented to the Board. Copy filed.
- 6b. There was a discussion of a long range planning proposal for the County. Copy filed.
- 7c. Motion by Clausen second by Ung to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #178875,2820 W. 14th St. , Sioux City. Carried 5-0.

RESOLUTION 12,263
NOTICE OF PROPERTY SALE

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

**Lot Two Garden View Addition, City of Sioux City, Woodbury County, Iowa
(2820 W. 14th Street)**

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

- 1. That a public hearing on the aforesaid proposal shall be held on the **15th Day of September, 2015 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
- 2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **15th Day of September, 2015**, immediately following the closing of the public hearing.
- 3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$125.00** plus recording fees.

Dated this 1st Day of September, 2015.
WOODUBRY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 7d. Motion by Clausen second by Ung to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #781410. Carried 5-0.

RESOLUTION 12,264
NOTICE OF PROPERTY SALE

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

**Except Bremer and White tracts of abandoned Railroad Right of Way in Section 4, Township 88, Range 42, Eastwood Rock, Woodbury County, Iowa
(See legal description)**

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

- 1. That a public hearing on the aforesaid proposal shall be held on

the **15th Day of September, 2015 at 4:37 o'clock p.m.** in the basement of the Woodbury County Courthouse.

- 2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **15th Day of September, 2015**, immediately following the closing of the public hearing.
- 3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$26.00** plus recording fees.

Dated this 1st Day of September, 2015.
WOODUBRY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 7e. Motion by Clausen second by Ung to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #786375. Carried 5-0.

**RESOLUTION 12,265
NOTICE OF PROPERTY SALE**

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

**Tri. Comm. 228 ft North of N.E. Corner South ½ SW NE SW Anthon-Oto Comm. Kedron Section 34, Township 88 North, Range 43, West of the Fifth Principal Meridian
(See legal description)**

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

- 1. That a public hearing on the aforesaid proposal shall be held on the **15th Day of September, 2015 at 4:39 o'clock p.m.** in the basement of the Woodbury County courthouse.
- 2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **15th Day of September, 2015**, immediately following the closing of the public hearing.
- 3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$17.00** plus recording fees.

Dated this 1st Day of September, 2015.
WOODUBRY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 7f. Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign a Resolution authorizing tax abatement for Woodbury County, Iowa, parcel #884714300001, #884723100001, #884723100002, and #884723100004. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,266
RESOLUTION APPROVING ABATEMENT OF TAXES**

WHEREAS, the Woodbury County, Iowa are the titleholders of real estate Parcels #884714300001, #884723100001, #884723100002 and #884723100004 located in Woodbury County, Iowa and legally described as follows:

Parcel #884714300001

Woodbury Township NW SW & SW SW 14-88-47

Parcel #884723100001

Woodbury Township NW NW 23-88-47

Parcel #884723100002

Woodbury Township SW NW 23-88-47

Parcel #884723100004

Woodbury Township SW of RD E ½ NW 23-88-47

WHEREAS, the above-stated property has an unpaid balance of taxes owing, and the parcel is owned by a political subdivision of the state; and

WHEREAS, the political subdivision, namely the Woodbury County, Iowa, is failing to immediately pay the taxes due; and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and any future taxes that may be levied against this parcel; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcels according to Code of Iowa, 445.63, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 1st day of September, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 7g. Motion by Smith second by Clausen to approve the termination of farm tenancy. Carried 5-0. Copy filed.
- 8a. Motion by Ung second by Taylor to approve the appointment of Brenda Sopoci, F/T Youth Worker, Juvenile Detention Dept., effective 9-7-15, \$22.05/hour. From Part-time to Full-time Youth Worker; the reclassification of Sasha Downs, Civil Clerk, County Sheriff Dept., effective 9-12-15, \$15.10/hour, 5%=\$.73/hour. Per AFSCME Courthouse Contract agreement, from Grade 2/Step 1 to Grade 2/Step 2.; and the reclassification of Kristine Timmins, Asst. County Attorney, County Attorney Dept., effective 9-17-15, \$85,221/year, 3%=\$2,866/year. Per AFSCME Asst. County Attorney Contract agreement, from Step 10 to Step 11. Carried 5-0. Copy filed.
- 8b. Motion by Clausen second by Taylor to postpone action for one week to approve the contract for Northwest Environmental for LEC Mitigation. Carried 5-0. Copy filed.
9. Motion by Taylor second by Ung to approve the Adoption & Endorsement document for Regional Entrepreneurship Project – Woodbury, Plymouth & Monona Counties. Carried 5-0. Copy filed.
- 10a. Motion by Ung second by Taylor to approve the installation of Nebcon fiber and to move Building Service of Operations from the Courthouse to the Eagles Building. Carried 4-1; Smith opposed. Copy filed.
- 10b. Motion by Taylor second by Ung to approve the contract with West Plains Engineering and The Baker Group for \$893,359.64 for implementation for LED lighting to become first all LED County in the State. Carried 3-2; Clausen and Smith opposed. Copy filed.

- 11. Motion by Clausen second by Taylor to approve the lease with Senet Inc. on behalf of Starcomm. Carried 5-0. Copy filed.
- 12a. Motion by Taylor second by Clausen to approve the permit to work place underground utilities in the right of way for Century Link. Carried 5-0. Copy filed.
- 12b. Motion by Clausen second by Ung to approve the permit to work in the Highway Right of Way for Bob Geisinger. Carried 5-0. Copy filed.
- 12c. Motion by Clausen second by Ung to approve and receive for signatures a Resolution to set a road vacation hearing for a portion of Woodbury-Ida County Line Road in Section 12 of Morgan Township. Carried 5-0.

RESOLUTION #12,267
WOODBURY COUNTY, IOWA
A RESOLUTION SETTING DATE FOR PUBLIC
HEARING FOR VACATING ROAD RIGHT-OF-WAY

WHEREAS, the Woodbury County Board of Supervisors in accordance with Section 306.11, (Code of Iowa) 2015, as amended, seeks to set a date for public hearing to vacate a road legally described as follows:

Vacate all that portion of county road right-of-way described as follows.

Woodbury- Ida County Line Road beginning at the NE corner of Section 12 T87N R42W of the 5th P.M. thence south 1.0 miles to the SE corner of said section. Said right of way to be vacated is 66 feet in width and was dedicated to the county by easement

NOW THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors that on Tuesday, September 29 at 4:45 P.M CDT, the County will hold a Public Hearing to vacate the above described right-of-way.

SO RESOLVED this 1st day of September 2015.
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

- 12d. Motion by Ung second by Taylor to approve and receive for signatures a Resolution to establish a stop sign at the intersection of Cass Avenue and 320th St. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION FOR THE ESTABLISHMENT OF A STOP SIGN AT THE INTERSETION OF
320TH STREET AND CASS AVEUNE
RESOLUTION #12,268

WHEREAS, under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2013 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop signs,

AND WHEREAS, the County Board and County Engineer may designate certain roads as through roads with the erection of stop signs at specified locations furnishing access thereto or designation of any intersection as a stop intersection and erect like signs at one or more locations of access to such intersections.

AND WHEREAS, traffic through the intersection discussed herein have changed due to the establishment of a detour of 310th Street thus increasing traffic and the growth and maturation of windbreak trees at the corner,

AND WHEREAS, there are currently no signs controlling traffic at the intersections,

AND WHEREAS, with the increased level of traffic at the intersections of the routes, it is deemed a safety hazard to allow the traffic to move without some control of traffic movement,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 1st day of September, 2015, recognize as official the location of a stop sign at the intersections described below:

- 1. Located at the intersection of 320th Street and Cass Avenue, causing traffic travelling west on 320th Street to come to a complete stop.

SO RESOLVED this 1st day of September 2015.
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

Motion by Ung second by Taylor to approve and receive for signatures a Resolution to establish a yield sign at the intersection of Cass Avenue and 320th St. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION FOR THE ESTABLISHMENT OF A YIELD SIGN AT THE INTERSECTION OF
320TH STREET AND CASS AVENUE
RESOLUTION #12,269

WHEREAS, under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2013 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop signs,

AND WHEREAS, the County Board and County Engineer may designate certain roads as through roads with the erection of stop or yield signs at specified locations furnishing access thereto or designation of any intersection as a stop or yield intersection and erect like signs at one or more locations of access to such intersections.

AND WHEREAS, traffic through the intersection discussed herein has changed due to the establishment of a detour of 310th Street thus increasing traffic on Cass Avenue and due the seasonal growth of crops at the subject intersection,

AND WHEREAS, there are currently no signs controlling traffic at the intersections,

AND WHEREAS, with the increased level of traffic at the intersections of the routes, it is deemed a safety hazard to allow the traffic to move without some control of traffic movement,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 1st day of September, 2015, recognize as official the location of a yield sign at the intersections described below:

- 1. Located at the intersection of 320th Street and Cass Avenue, causing traffic travelling east on 320th Street to be directed to yield to traffic on Cass Avenue.

SO RESOLVED this 1st day of September 2015.
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

- 13. Motion by Ung second by Taylor to approve the 28E Agreement for the purpose of providing Woodbury County Law Enforcement Services within the City of Anthon, Iowa. Carried 5-0. Copy filed.

Supervisor Smith excused herself at 6:20 P.M.

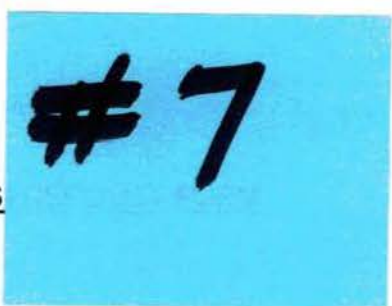
- 14a. There was a presentation of True Speak Training for Leaders. Copy filed.
- 14b. A Veteran Affairs meeting and event was discussed. Copy filed.
- 14c. There was a presentation of an energy savings program. Copy filed.
- 15. Reports on committee meetings.

16. Citizen's concerns.

17. Board concerns and comments.

The Board adjourned the regular meeting until September 8, 2015.

Meeting sign in sheet. Copy filed.



WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S)

Date: 9-1-15

Weekly Agenda Date: 9-8-15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Matt Salvatore, Parks & Recreation Director – City of Sioux City

SUBJECT: Community Attraction and Tourism Grant Support for Cone Park

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Community Attraction and Tourism Grant Support for Cone Park

EXECUTIVE SUMMARY: On August 10, 2015, the City of Sioux City Council approved a motion approving a recommendation for the Cone Park Development Project. The future park will include tubing hills, snow making equipment, an outdoor ice rink/splash pad, four season lodge, and a roadway. However, the roadway project will be funded separately from the rest of the park. The park elements are estimated at \$3,968,000. The current Cone Park trust is valued at \$2,600,000 and the City of Sioux City has committed \$800,000 towards the project. It is the City's intent to fund the remaining balance of \$568,000 through grants. The Parks and Recreation Department has applied for a \$250,000 local MRHD Grant. We also wish to seek funding for the remaining balance through the State of Iowa's Community Attraction and Tourism grant program. Eligibility for this grant program requires for the applicant to receive private, city, and county contributions. The City of Sioux City is respectfully requesting financial assistance from the county to be eligible for this grant. The application deadline for the Community Attraction and Tourism Grant is October 15.

BACKGROUND: The Cone Park Development Project will represent a significant testament to philanthropy and sense of community for many years to come. Mr. and Mrs. Frank and Ruth Cone moved to Sioux City from Chicago in 1917. After relocating, Mr. Cone went on to establish the Cone Livestock Company conducting business in the historic Stockyards. Mrs. Cone became actively involved in civic organizations. She passed on May 31, 1981 and per the terms of her will, a trust was established in which assets were to be invested for a period of 25 years and donated to the City of Sioux City for the establishment of a new city park.

In June of 2006, a City Council appointed ad-hoc committee was formed to determine and establish what the community needs were regarding this new park. Directed by City staff and the Cone Park Design and Construction Advisory Committee, a city-wide survey was conducted to identify the type of park and location residents of Sioux City would support. Based on the survey results, it was determined 67% of the population survey supported the development of an outdoor winter recreational park with 18% in support of a park developed in the Morningside area.

FINANCIAL IMPACT: The City of Sioux City is respectfully requesting the financial assistance of \$75,000.

RECOMMENDATION: The City of Sioux City request the Woodbury County Supervisors approve financially supporting the Cone Park Development Project for the purpose of submitting a Community Attraction and Tourism Grant through the State of Iowa.

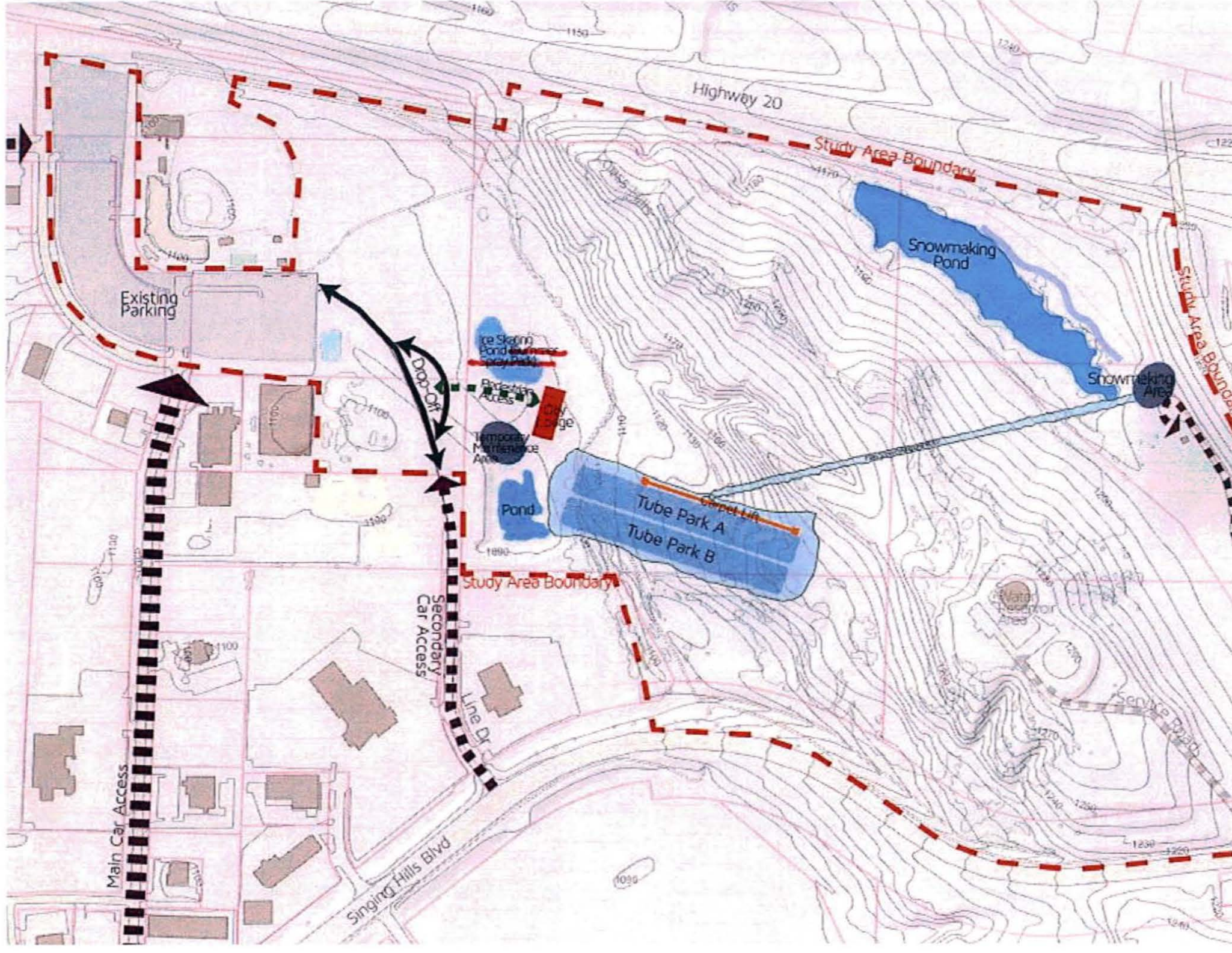
ACTION REQUIRED / PROPOSED MOTION:

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

Summary of the Opinion of Probable Project Cost (1) (2)

Winter Attraction Description	Start-up
Main Snowmaking Line - Right of Way	\$1,459,000
Tube Park A	\$977,000
Lower Tube Park B	\$499,000
Upper Tube Park B	
Snowboard/Ski Pod A	
Snowboard/Ski Pod B	
Snowboard/Ski Pod C	
Snowboard/Ski Pod D	
Bunny Hill	
Snowboard Run	
Ice Skating Trail	
Ice Skating Pond	\$16,000
Nordic Ski Trail (north loop)	
Nordic Ski Trail (south loop)	
Day Lodge	\$737,000
Temporary Maintenance Area	\$67,000
Permanent Maintenance Area	
Roadway Secondary Access	\$523,000
Total Cost	\$4,278,000

- Notes: (1) Costs are calculated in 2015 dollars.
(2) Costs include a 15% and 25% construction contingency and estimate of indirect costs respectively.



#8a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: September 3, 2015

Weekly Agenda Date: September 8, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Receive and Consideration of award of bids for project number L-C(N48)—73-97, 240th Street Precast Box Culvert (SET TIME 4:45 PM)**

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

Consideration

WORDING FOR AGENDA ITEM: Receive and consider bids for bridge replacement project L-C(N48)—73-97.

EXECUTIVE SUMMARY: The county five year construction program includes replacement of a short span bridge, designated N48 on 240th Street SW of Anthon. The bridge substructure is failing. The bridge is located on a dead end road. The proposed structure to replace the existing bridge is a 10' x 5' precast concrete box culvert. This structure minimizes the amount of time the dead end road will be closed for construction and is hydraulically adequate for the location.

BACKGROUND: A 2014 inspection of the structure showed two failed piling under the east abutment. Traffic has been restricted on the structure to the south side of the bridge and the bridge has been posted. Prompt replacement of the existing bridge was necessary and it was advanced into the current fiscal year for replacement.

FINANCIAL IMPACT: This project cost is included in the Construction line item within the secondary road department budget. The project was funded without dropping or delaying other project work in FY 2016 thanks to the new \$0.10 fuel tax increase.

RECOMMENDATION: Recommend that we receive bids and allow engineer to review them and make an award recommendation.

ACTION REQUIRED/MOTION PROPOSED: Motion to receive the bids and direct the county engineer to evaluate the bids and return with a recommendation for award.

Approved by Board of Supervisors March 3, 2015.



#8b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC

Date: September 3, 2015

Weekly Agenda Date: September 8, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: Cooperative Agreement with Iowa DOT grading and paving of Highway 20, Agreement number 2016-C-018

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consider Approval **X**

WORDING FOR AGENDA ITEM: Consider approval of paving agreement for paved road intersections and roadside fillet construction along the new four lane Highway 20 alignment.

EXECUTIVE SUMMARY: This agreement is between Woodbury County and the Iowa DOT for side road work at each unpaved intersection of county roads and the new four lane highway pavement. The county secondary road department has requested the construction of side road fillets at the intersections of each gravel road with the new four lane 20 pavement. This agreement also includes work at the Minnesota Avenue intersection. Minnesota Avenue is a paved county road.

BACKGROUND: Woodbury County has been constructing side road fillets along with its resurfacing projects county wide to allow road graders to blend the gravel side roads into the edge of state and county highway pavements approximately 50 feet back from the edge of the intersected pavement away from high speed road traffic. The fillets prevent gravel from being pulled out onto the roadway where it becomes a traffic hazard and keeps slow moving motor graders separated from high speed traffic on the four lane. This agreement also includes allowing the Iowa DOT to repave the intersection of Highway 20 and Minnesota Avenue, also known as County Route L25.

FINANCIAL IMPACT: Woodbury County pays the full cost of the road edge fillets. The Iowa DOT will do the work as part of their paving project. The Iowa DOT pays the full cost of replacing the paving on county route L25. The estimated project cost is \$14,947.75 for the project. The cost will be paid from the secondary road fund.

RECOMMENDATION: Recommend approval of the agreement.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve Preconstruction Agreement number 2016-C-018 with the Iowa Department of Transportation to construct paved fillets at gravel road intersections along four lane US Highway 20.

July 2014

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	<u>Woodbury</u>
Project No.	<u>NHSX-020-1(133)--3H-97</u>
Iowa DOT	
Agreement No.	<u>2016-C-018</u>
Staff Action No.	<u>N/A</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Woodbury County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 20 within Woodbury County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2013-1-091 for right of way acquisition was executed by the DOT and LPA on April 14, 2012 and April 4, 2012 respectively; Agreement 2015-C-118 Hot Mix Asphalt (HMA) pavement widening and HMA resurfacing on County Roads L21 and D22 for future use as a detour route for proposed U.S. 20 reconstruction was executed by the DOT and LPA on December 12, 2014 and December 16, 2014 respectively; and a Detour Agreement executed by the DOT and LPA on December 9, 2014 and November 4, 2014 respectively; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Portland Cement Concrete (PCC) grade and new on U.S. 20 Minnesota Avenue east to west of Correctionville.

- b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

- i. Minnesota Avenue will be reconstructed from the north edge of U.S. 20 north approximately 916 feet and from the south edge of U.S. 20 south approximately 975 feet. A 24-foot wide paved roadway with 6-foot wide granular shoulders will be constructed.
- ii. Mason Avenue will be reconstructed from the north edge of U.S. 20 north approximately 1,228 feet. A 30-foot wide roadway with 24-foot wide granular surfacing will be constructed.
- iii. Paved fillets will be constructed at the following locations (see Exhibit A):

July 2014

- (a) Minnesota Avenue (north side of U.S. 20)
- (b) Minnesota Avenue (south side of U.S. 20)
- (c) Mason Avenue (north side of U.S. 20)

- c. Paving of granular secondary road approaches beyond 10 feet from the edge of the primary road pavement shall be 100% LPA cost based on the estimated quantities as shown on Exhibit B.

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$14,947.75, as shown in Exhibit B. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. The DOT will temporarily close the highway project area by formal action in accord with Iowa Code section 306.41. U.S. 20 through traffic will be detoured on Woodbury County Road L21 from U.S. 20 to County Road D22, then on D22 from County Road L21 to Iowa 31, then on Iowa 31 back to U.S. 20. The LPA will authorize the DOT to erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices", as necessary to direct traffic to and along said detour route during the construction period. The DOT will also remove said signs when the detour is discontinued. Details will be shown on the traffic control sheet(s) within the project plans. A separate detour agreement will be negotiated and the LPA will be eligible for compensation for the detour in accordance with the DOT Detour Policy.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.

July 2014

- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 2.110.
- c. If necessary, the DOT will relocate at project cost all existing LPA-owned destination lights, and signs which require adjustment as part of this project (if any). If the LPA chooses to perform relocation of the LPA-owned lighting and signing, the DOT will reimburse the LPA for said relocations upon receipt of a properly documented billing from the LPA. Any destination lights which require adjustment as part of this project which are owned by a utility company and rented to the LPA will be relocated by the utility company at no cost to the project.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2016-C-018 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

By: _____ Date _____, 20____.
Chairperson

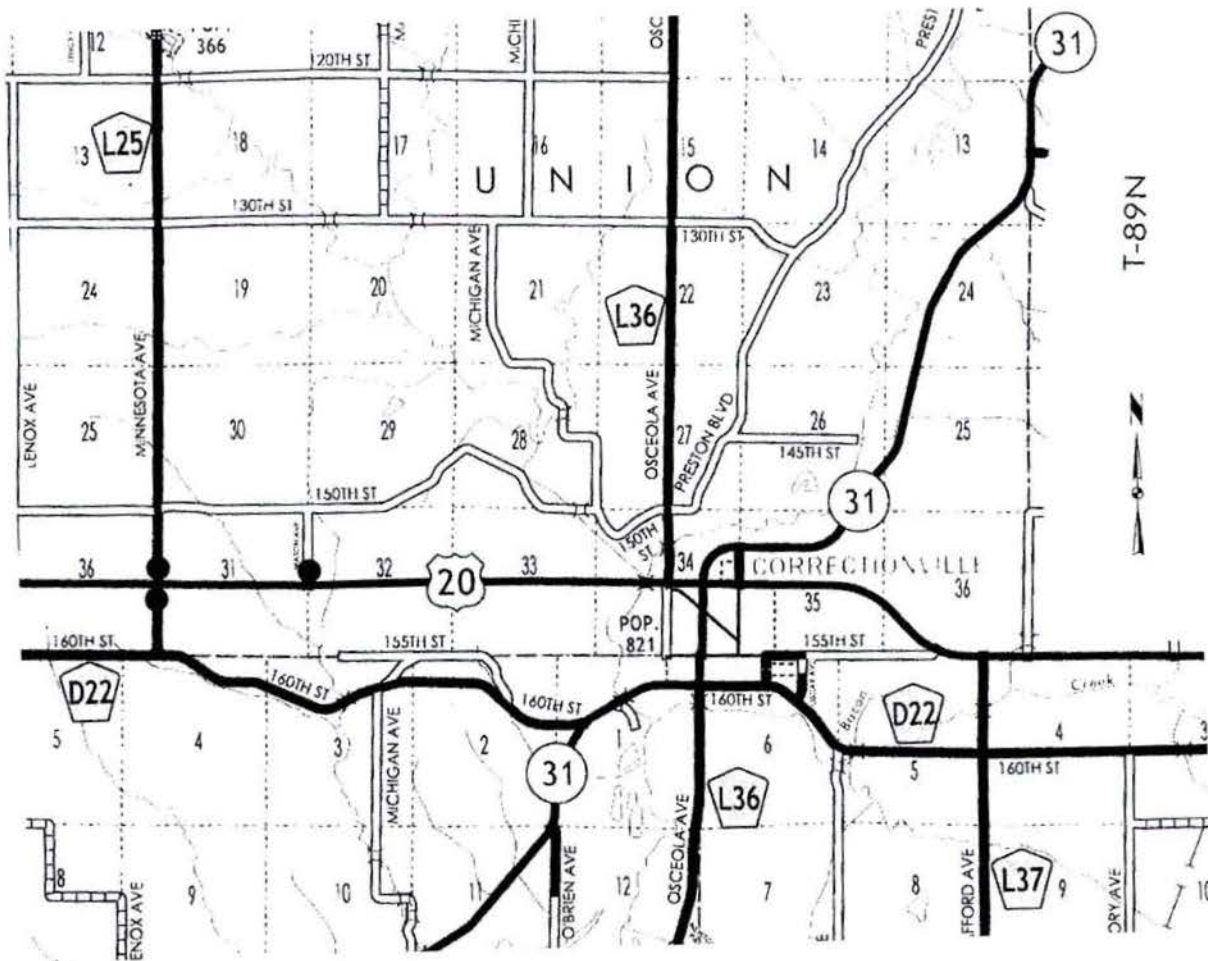
ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Tony Lazarowicz
District Engineer
District 3

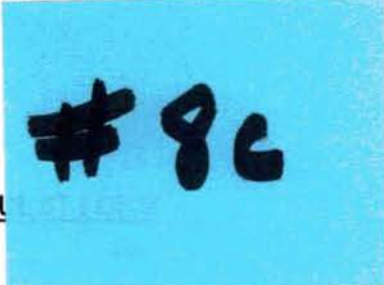
Paved Fillet Locations ●



**Estimated Costs and Quantities
Paved Side Road Connections
NHSX-020-1(133)--3H-97**

Sideroad Paving Quantities/Costs

Side Road	Begin Grading Sta.	End Grading Sta.	Pvt. Width	Pvt. Length	10" PCC Pvt. SY	\$/SY	Amount for PCC	Granular Subbase SY	\$/SY	Amount for Subbase	Total \$	County Share \$
Minnesota Ave.	804+00.00	813+75.23	24	975.2	3340.0	\$30.00	\$100,200.00	3990.2	\$6.50	\$25,936.30	\$126,136.30	\$0.00
Minnesota Ave.	815+09.24	824+25.00	24	915.8	3172.5	\$30.00	\$95,175.00	3783.0	\$6.50	\$24,589.50	\$119,764.50	\$0.00
Mason Ave.	901+64.15	914+50	24	50.0	402.6	\$30.00	\$12,078.00	441.5	\$6.50	\$2,869.75	\$14,947.75	\$14,947.75
Total					6915.1		\$207,453.00	8214.7		\$53,395.55	\$260,848.55	\$14,947.75



WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: September 3, 2015

Weekly Agenda Date: September 8, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: Cooperative Agreement with Iowa DOT grading and paving of Highway 20, Agreement number 2016-C-017

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consider Approval

WORDING FOR AGENDA ITEM: Consider approval of paving agreement for roadside fillet construction along the new four lane Highway 20 alignment.

EXECUTIVE SUMMARY: This agreement is between Woodbury County and the Iowa DOT for side road work at each unpaved intersection of county roads and the new four lane highway pavement. The county secondary road department has requested the construction of side road fillets at the intersections of each gravel road with the new four lane 20 pavement.

BACKGROUND: Woodbury County has been constructing side road fillets along with its resurfacing projects county wide to allow road graders to blend the gravel side roads into the edge of state and county highway pavements approximately 50 feet back from the edge of the intersected pavement away from high speed road traffic. The fillets prevent gravel from being pulled out onto the roadway where it becomes a traffic hazard and keeps slow moving motor graders separated from high speed traffic on the four lane.

FINANCIAL IMPACT: Woodbury County pays the full cost of the road edge fillets. The Iowa DOT will do the work as part of their paving project. The estimated project cost is \$90,649.90 for the project. The cost will be paid from the secondary road fund.

RECOMMENDATION: Recommend approval of the agreement.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve Preconstruction Agreement number ~~2015-10-000~~ ^{2016-C-017} with the Iowa Department of Transportation to construct paved fillets at gravel road intersections along four lane US Highway 20.

July 2014

(g) Lenox Avenue (north side of U.S. 20)

- c. Paving of granular secondary road approaches beyond 10 feet from the edge of the primary road pavement shall be 100% LPA cost based on the estimated quantities as shown on Exhibit B.

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$90,649.90, as shown in Exhibit B. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. U.S. 20 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 2.110.
- c. If necessary, the DOT will relocate at project cost all existing LPA-owned destination lights, and signs which require adjustment as part of this project (if any). If the LPA chooses to perform relocation of the LPA-owned lighting and signing, the DOT will reimburse the LPA for said relocations upon receipt of a properly documented billing from the LPA. Any destination lights which require adjustment as part of this project which are owned by a utility company and rented to the LPA will be relocated by the utility company at no cost to the project.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2016-C-017 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

By: _____ Date _____, 20____.
Chairperson

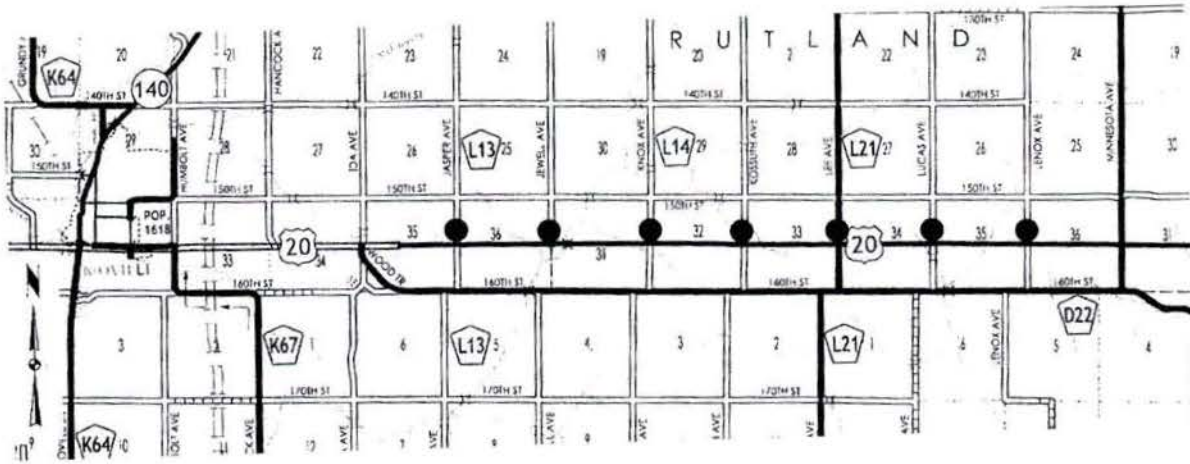
ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Tony Lazarowicz
District Engineer
District 3

Paved Fillet Locations ●



**Estimated Costs and Quantities
Paved Side Road Connections
NHSX-020-1(117)--3H-97**

Sideroad 10" PCC Paving Quantities/Costs												
Side Road	Begin Grading Sta.	End Grading Sta.	Pvt. Width	Pvt. Length	Pvt. Area SY	\$/SY	Amount for PCC	Granular Subbase SY	\$/SY	Amount for Subbase	Total \$	County Share \$
Jasper Ave.	116+69.36	120+50.00	24.0	50.0	403.3	\$30.00	\$12,099.00	453.8	\$6.50	\$2,949.70	\$15,048.70	\$15,048.70
Jewel Ave.	212+00.00	215+40.00	24.0	50.0	406.4	\$30.00	\$12,192.00	456.9	\$6.50	\$2,969.85	\$15,161.85	\$15,161.85
Knox Ave.	312+84.00	317+00.00	24.0	50.0	408.3	\$30.00	\$12,249.00	458.8	\$6.50	\$2,982.20	\$15,231.20	\$15,231.20
Kossuth Ave.	412+87.49	416+75.00	24.0	50.0	405.4	\$30.00	\$12,162.00	455.9	\$6.50	\$2,963.35	\$15,125.35	\$15,125.35
Lee Ave.	513+04.29	515+50.00	24.0	245.7	1389.8	\$30.00	\$41,694.00	1553.6	\$6.50	\$10,098.40	\$51,792.40	\$0.00
Lucas Ave.	611+15.05	614+75.00	24.0	50.0	402.2	\$30.00	\$12,066.00	452.7	\$6.50	\$2,942.55	\$15,008.55	\$15,008.55
Lenox Ave.	711+28.61	715+50.00	24.0	50.0	404.0	\$30.00	\$12,120.00	454.5	\$6.50	\$2,954.25	\$15,074.25	\$15,074.25
Total					3819.4		\$114,582.00	4286.2		\$27,860.30	\$142,442.30	\$90,649.90

#8d

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC

Date: September 3, 2015

Weekly Agenda Date: September 8, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, P.E., Woodbury County Engineer, Secondary Road Dept.

SUBJECT: **Consideration of Approval a resolution to add a project to the Woodbury County Secondary Road FY 2016 to FY 2020 Construction Program**

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consideration

WORDING FOR AGENDA ITEM: Consideration of a Resolution to Revise the Secondary Road FY 2016 to FY 2020 Construction Program.

EXECUTIVE SUMMARY: Woodbury County received a RISE grant for a project to replace the pavement on Port Neal Circle to serve the AG Products plant expansion. This project was added after the approval of the 5 year construction program in April. The project has to be added to the construction program prior to letting.

BACKGROUND: The Iowa DOT and the Iowa County Engineers Association have developed a process to add projects to the construction program in similar unforeseen circumstances by resolution. The resolution to add this project is attached.

FINANCIAL IMPACT: The added project is funded 50% by RISE funds from the Iowa Department of Transportation and 50% local funds through TIF and the urban renewal district. The total project cost is estimated to be approximately \$1,500,000.

RECOMMENDATION: Recommend approval of the resolution to add a project to the Five Year Construction Program.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the resolution to add the Port Neal Circle PCC Project to the FY 2016 Construction Program.

Approved by Board of Supervisors March 3, 2015.

Resolution to Revise Woodbury County 2016 Five Year Road Program

Resolution No. 0.1

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Construction Program, and previous revisions, requiring changes to the sequence, funding and timing of the proposed work plan,

The Board of Supervisors of Woodbury County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2016), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following approved Priority Year projects shall be ADDED to the Program's Accomplishment year:

Project Number Local ID TPMS #	Project Location Description of work	AADT Length NBIS #	Type Work Fund basis	Accomplishment Year (\$1000's of dollars)	
					New amount
RC-C097(130)-9A-97 Port Neal Circle PCC Replacement TPMS ID: 34252	Port Neal Circle, from Pt Neal Rd and Pt Neal Circle, west&south 1.672 Miles to AGP and MAE plants, in S30 T87 R48W Pavement replacement on Port Neal Circle	740 1.672 MI	RISE		\$1506
Totals					\$1506

Fund ID	Accomplishment year (\$1000's of dollars)		
	Previous Amount	New Amount	Net Change
Local Funds	\$2,280	\$3,033	\$753
Farm to Market Funds	\$1,340	\$1,340	\$0
Special Funds	\$3,590	\$4,343	\$753
Federal Aid Funds	\$1,560	\$1,560	\$0
Total construction cost (All funds)	\$8,770	\$10,276	\$1,506
Local 020 Construction cost totals (Local Funds + BROS-8J FA funds)	\$2,280	\$3,033	\$753

Recommended:

Date

County Engineer

Approved:

Date

Chair Board of Supervisors

Attested:

I, _____, Auditor in and for Woodbury County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Woodbury County, Iowa, at its meeting held on the _____ day of _____, _____

County Auditor

#8e

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: September 3, 2015

Weekly Agenda Date: September 8, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of approval of contract for FY 2016 gravel stockpiles**

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consideration X

WORDING FOR AGENDA ITEM: Consideration of approval of the contract with Hallett Materials for gravel road stockpiles for various locations for fiscal year 2016.

EXECUTIVE SUMMARY: Quotations for gravel stockpiling were received by the county engineer's office. The request for quotation was published in county newspapers of record. One quote was received. The contract reflects the costs for supplying annual gravel stockpiles.

BACKGROUND: This stockpile request quotations were due September 1, 2015.

FINANCIAL IMPACT: This product contract is funded within the departmental budgets for the Secondary Road Department.

RECOMMENDATION: Recommend that the Board approve the contract and direct the chair to sign it on behalf of Woodbury County.

ACTION REQUIRED/MOTION PROPOSED: Motion to approve the contract with Hallett Materials for an estimated 101,000 tons at a price of \$984,100.

Approved by Board of Supervisors March 3, 2015.



CONTRACT

Kind of Work Maintenance Gravel Miles _____

Project No. G-2016-Stockpile County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Mark A. Monson, Jaclyn Smith, Larry D. Clausen, Matthew Ung, and Jeremy Taylor

_____, Contracting Authority, and Hallett Materials of Wall Lake, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____ Nine Hundred Eighty Four Thousand Six Hundred Ten Dollars and No/100 Dollars (\$984,610.00)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
----------	------	----------	------------	--------

The Standard Specifications of the Iowa Department of Transportation, Highway Division, for Highway and Bridge Construction, Series of 2001, and all applicable current supplemental specifications to date and special provisions shall apply to all work.

Attachments 1 through 6 inclusive form a part of this contract as if contained fully herein.

Said specifications and plans are hereby made part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Engineer under date of _____, 2015

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. G-2016-Stockpile in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
After September 20, 2015			

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the _____ day of _____, 2015

Approved: IOWA DEPARTMENT OF TRANSPORTATION

By _____ Contracts Engineer

Date _____

Woodbury County, Iowa
Contracting Authority

By Mark A. Monson Chairperson

Hallett Materials

By Chad Ripley Contractor
9/1/2015

#9a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RECORD

Date: 9-03-15

Weekly Agenda Date: 9-08-15

DEPARTMENT HEAD / CITIZEN: <u>Ed Gilliland</u>		
SUBJECT: <u>Memorandum of Personnel Transactions</u>		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

WORDING FOR AGENDA ITEM: Approval of Memorandum of Personnel Transactions

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve the Memorandum of Personnel Transactions

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: September 8, 2015

*** PERSONNEL ACTION CODE:**

A - Appointment
T - Transfer
P - Promotion
D - Demotion
R - Reclassification
E - End of Probation
S - Separation
O - Other

TO: **WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Fry, Jacob	Secondary Roads	8-07-15	Temporary Summer Laborer			S	End of Temporary Work.
Funk, Shane	Secondary Roads	8-07-15	Temporary Summer Laborer			S	End of Temporary Work.
Hinrickson, Dillon	Secondary Roads	8-07-15	Temporary Summer Laborer			S	End of Temporary Work.
Mitchell, Reed	Secondary Roads	8-07-15	Temporary Summer Laborer			S	End of Temporary Work.
Shupe, Douglas	Secondary Roads	9-14-15	District Foreman	\$61,838/year		P	Job Vacancy Posted 6-17-15. Entry Level Salary: \$57,850 - \$61,838/year.

APPROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. HR DIRECTOR *Gloria Mollet*

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County

FROM: Ed Gilliland, Human Resources Director
Gloria Mollet, Human Resources Assistant Director
gmollet

SUBJECT: Memorandum of Personnel Transactions

DATE: September 8, 2015

For the September 8, 2015 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Four Secondary Roads Summer Laborers, End of Temporary Work.
- 2) Secondary Roads Promotion, from Equipment Operator to District Foreman.

Thank you

#96

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RECORD

Date: 9-03-15

Weekly Agenda Date: 9-08-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Authorization to Initiate Hiring Process

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

WORDING FOR AGENDA ITEM: Authorize Chairman to Sign Authorization to Initiate Hiring Process

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Authorize Chairman to Sign Authorization to Initiate Hiring Process.

Approved by Board of Supervisors March 3, 2015.

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: September 8, 2015

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	Equipment Operator	CWA Secondary Roads: \$21.13/hour		
	*Please see attached memo.			

Chairman, Board of Supervisors

#9C

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 9-03-15

Weekly Agenda Date: 9-08-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Contract for NW Environmental for LEC Mitigation

ACTION REQUIRED:

Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

WORDING FOR AGENDA ITEM: Contract for Northwest Environmental for LEC Mitigation, Discussion and Action.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to approve Contract for Northwest Environmental for LEC Mitigation.

To whom it may concern:

Re: LEC Contaminant Mitigation Professional Services

Iowa DNR, Matthew Graesch, Environmental Specialist, Underground Storage Tank Section
Cunningham Lindsey, Steve Reinders, Underwriter, Iowa Underground Storage Tank Fund
Northwest Environmental Services, Dan Ruppert, Underground Water Specialist, Consulting
Engineer

A very valid question regarding the professional services supplied by Dan Ruppert, engineer by trade and certified Underground Water Specialist, dba, Northwest Environmental Services has arisen. I apologize for not properly laying out the scope of this prior to today, please see the explanation of the work and what all is involved below.

Here are the basic facts in the situation:

- The Iowa Underground Storage Tank Fund sunsets in the summer of 2016. Governor Branstad vetoed a bill that would have extended the fund.
- Will there be money available after it sunsets?
- The County could be liable for the cleanup regardless of the available funding.
- All services are overseen and paid for by the UST fund, no County taxpayer dollars are involved as this is strictly a pass through of funds. The work and the financials are overseen by Iowa DNR along with the underwriter for the fund, Cunningham Lindsey.
- Northwest Environmental Services is providing professional services to oversee the project at the LEC. No one at the County, or any local government level, has the expertise to understand and lay out the specifications for this contaminant mitigation project. The project requires expertise that can only be supplied by a Certified Underground Water Specialist.
- The project has several phases or working parts. Most require incredibly specific and unique knowledge, equipment, and experience. This is not something anyone here could bid out nor does anyone have an understanding of what tasks need to be performed to complete the job without hiring a professional consultant to come in and lay those specifications out and then oversee the work. This consulting and oversight is the task IOWA DNR and Cunningham Lindsay have given to Northwest Environmental Services.
- This is vastly different than a Roads project where you need a road built to xxx specifications on xxxx location. The County Engineer and/or IDOT lay out the specifications in a very straightforward manner and require compliance. The County Engineer and/or IDOT oversee the work and ensure that it is done to specification.

- With the contaminant mitigation you cannot spec this out because there is no standard to bid from. Rather the consultant comes in, spends time testing, evaluating and creating a plan to get to the ultimate goal of a clean healthy environment.
- Once the plan is created by the consultant it must be approved by the Environmental Specialists at Iowa DNR while the work and budget must be approved by Cunningham Lindsay, the underwriter for the UST fund.
- The consultant will then oversee the work and follow it to completion. In this case it is unique because the ongoing testing and oversight and even some pieces of the work are performed by the consulting Certified Underground Water Specialist. Cost and accuracy are part of the reason the consultant performs some of the work themselves.
- Those phases that can easily be spec'd out are spec'd out and bid on, such as the cement work which is to be completed by a local Woodbury County contractor. Another example is the cost to "punch" a hole through the wall in the basement of the building. Even though these mini projects do not meet the threshold that would require formal bidding, it is the responsibility of the consulting Certified Underground Water Specialist to keep those costs in line. Again, Cunningham Lindsey and IDNR review and approve (or not) all expenses. These mini projects are easily understood and easily spec'd out for bid by the Professional Consultant.

The area of the project we have no business creating specs for is the real heart of the project. This part of the project involves extreme expertise. How many reading this understand the technology of a high vac extraction system that pulls petroleum contaminant out of the soil and the water? How many understand the filtration process for the liquid pollutant? How many understand the process the gasses extracted go through to be able to release as non-pollutants into the air? Where would you buy the equipment for such an operation? Better yet, who would come up with the ideas for the type of equipment and the methodology to pull these pollutants from the soil and water?

This is why you must have a consultant to work through and oversee the project.

Every move made and every cost incurred by Northwest Environment Services is reviewed with and approved by Iowa DNR and the underwriter for the UST, or Underground Storage Tank Fund, Cunningham Lindsey (Steve Reinders). They approve everything and then write a check for it in full. The County is merely a pass through for the money.

- 1) The Underwriter for the UST and LUST has approved pricing for the service provided by Northwest Environmental Services to reduce or mitigate the contaminant levels beneath and surrounding the LEC to an acceptable, safe, and healthy level. Cunningham Lindsey is represented by Steve Reinders.

- 2) The procedures and exact methodologies used are recommended by the consultant and approved or denied by Iowa DNR in conjunction with Cunningham Lindsay (the underwriter for the funds).

While it is not my place to make a decision or to necessarily advocate for one I would be remiss in my duties if I did not share my belief that:

- 1) The capacity of Northwest Environmental Services appears to be that of a consultant, of a person or entity that provides a complete plan of their making, works on and oversees the project and its' many vendors and contractors and then ensures and guarantees that work is completed and is of sufficient quality.
- 2) Because of the expertise required to monitor and even to report the results of the monitoring tests used to evaluate the success of the removal of the contaminants it certainly appears to me that they provide a very unique very specialized professional service.
- 3) One of the other concerns is that this project may somehow be a public improvement. I would suggest that it is not a public improvement. The underground piping installed to remove the contaminant is not useable for anything else and will be plugged with concrete at the end of the project. The testing wells and the extraction wells are removed at the end of the project. The building that will be outside the LEC and will house the very specialized cleansing equipment will be removed immediately after the project is complete. Conclusion: there is no public improvement, just cleaning the mess.

Precedent for this type of project, according to the people we were in discussions with both at Iowa DNR and Cunningham Lindsey is that this project does not need to be bid out. Please see the e-mail in which they take the stance that they do not want to tell local government how to run their affairs, but the complexity of the type of bid is enormous. To me, this says you must hire a professional consultant to set the project up, to oversee it, and to test the results to ensure completion.

One other question I have is the liability created if the fund sunsets and we did not have time to get the bids out given Matthew Graesch's comments about the time and complexity of the bid.

Thank you. Your time is greatly appreciated.
Sincerely,

Edward S. Gilliland
HR Director/Risk Manager Woodbury County



Cunningham Lindsey U.S. Inc.

August 28, 2015

Ed Gilliland
Woodbury County
620 Douglas St
Sioux City, IA 51101

Re: UST Claim Site Location: Woodbury County LEC, 407 7th St, Sioux City
UST Site Registration & LUST No.: 7910455, 9LTJ60

Dear UST Owner/Operator or Representative:

We will approve the remediation implementation budget by Northwest for \$352,401.00 implementation and start-up, \$1,180.00 per month O&M, and \$5,220.00 per year monitoring and reporting.

The proposed costs are higher than we typically see, but the project is also unprecedented in its complexity. As a result, we consider this to be a not-to-exceed budget. We will work with your consultant if unforeseen circumstances arise, but otherwise expect that the actual costs will come in under this estimated amount. This approval does not include the monthly utility costs. Monthly utility bills should be forwarded to us for review.

The work completion deadline for the system installation is April 28, 2016. This deadline is for the IUST Fund tracking of budgets and does not change any regulatory requirement or deadline imposed by the IDNR.

Sincerely,

Steve Reinders

cc: Iowa Department of Natural Resources (MG)
Northwest Environmental

>>> "Reinders, Steven" <SReinders@cl-na.com> 9/1/2015 1:57 PM >>>

Yes, that is correct, you should not need to complete a bidding process. The costs are a pass thru/reimbursement to the county, so I don't think that would involve your bidding requirements.

Sincerely,
Steve Reinders

Please consider the environment and only print this email if absolutely necessary.

From: Ed Gilliland [mailto:egilliland@woodburycountyiowa.gov]
Sent: Tuesday, September 01, 2015 1:54 PM
To: Reinders, Steven
Cc: Matthew [DNR] Graesch
Subject: Bids for Northwest Environmental and LEC Mitigation

Steve, Matthew,

With this type of project does the process you are going through to approve the money spent from the fund mean we do not have to go out and do separate bidding?

Respectfully,

Ed G.

Edward S. Gilliland
Director Human Resources
Woodbury County
620 Douglas Street, Room 701
Sioux City, Ia 51101
712-279-6480
egilliland@WoodburyCountyIowa.gov

Draft

NORTHWEST ENVIRONMENTAL SERVICES, INC.



CONTRACT FOR ENVIRONMENTAL SERVICES
Prepared August 27, 2015

Project: Multi-Phase Extraction (MPE) System Installation
Woodbury County LEC
407 7th Street, Sioux City, Iowa
LUST No. 9LTJ60, UST Registration No. 7910455

Client: Woodbury County
Woodbury County Courthouse
620 Douglas Street
Sioux City, Iowa 51101

Consultant: Northwest Environmental Services.
P.O. Box 401
Alton, Iowa 51003

This contract is between Woodbury County (Client) and Northwest Environmental LLC (Consultant) dba Northwest Environmental Services. This contract will authorize Consultant to install a multi-phase extraction (MPE) system for the removal of petroleum contamination at the project site address referenced above. The cost itemization and total cost estimate is provided as Attachment A.

Consultant will not exceed the costs presented in Attachment A without written or verbal approval from Client. The general terms and conditions of this contract are provided as Attachment B. Please accept this contract by signing in the space provided below and returning this page to Consultant. This contract becomes effective with the signature of both parties. Signature page provided as next page.

Woodbury County

Northwest Environmental LLC

Signature: _____

Signature: 

Title: _____

Title: President

Date: _____

Date: 8-27-15

Appendix A

Itemized Total Cost Estimate for MPE Installation Woodbury County Law Enforcement Center LUST No. 9LTJ60, Reg. No. 7910455

Exterior Well Installation

Extraction well installation (two 4-inch wells in two trips) (O'Malley Drilling quote provided)			\$3,000
Contractor markup (15%)			\$450
Technician travel	2 trips	\$75/trip	\$150
Technician site time	8 hours	\$65/hour	\$520
Well log preparation	2 logs	\$45/log	\$90
Photoionization detector	2 days	\$100/days	<u>\$200</u>
		Subtotal	\$4,410

Interior Well Installation

Travel (three-man crew)	26 trips	\$325/trip	\$8,450
Concrete cores (8-inch) (Service Construction verbal quote)*			\$600
Contractor markup (15%)			\$90
Concrete remediation cover cutouts (Service Construction quote provided)*	3 cutouts	\$370/cutout	\$1,110
Contractor markup (15%)			\$220
Well installation (two-man crew)	117 hours	\$110/hour	\$12,870
Technician site time	117 hours	\$65/hour	\$7,605
Non-flexing auger equipment*	1 set	\$1,350/set	\$1,350
PID rental	13 days	\$100/day	\$1,300
Well screens (10 ft)	23 screens	\$35/screen	\$805
Well casings (10ft)	29 casings	\$25/casing	\$725
Sand filter pack (100#)	29 bags	\$16/bag	\$464
Bentonite chips (50#)	29 bags	\$14/bag	\$406
Bentonite granular (50#)	13 bags	\$17 ⁵⁰ /bag	\$228
Reconditioned well covers (7 inch)	4 covers	\$40/cover	\$160
Well caps	4 caps	\$15/cap	\$60
Cleanup & soil disposal	26 hours	\$45/well	\$1,170
Misc. cleaning supplies & tools			\$195
Sealable soil containers*	8 containers	\$10/container	\$80
Truck for soil storage & disposal	4 weeks	\$120/wk	\$480
Truck mileage	360 miles	\$0.75/mile	<u>\$270</u>
		Subtotal	\$38,638

Exterior Underground Piping Installation

Meeting with Architect	2 hours	\$65/hr	\$130
Travel	1 trip	\$175/trip	\$175
Traffic control signs and barricades (Dakota Traffic Services verbal quote)*			\$2,200
Contractor markup (15%)			\$330
Traffic meter bags (minimum charge per bag)	10 bags	\$60/bag	\$600
Contractor markup (15%)			\$90
Plywood sheets to cover grates*	4 sheets	\$25/sheet	\$100
Contractor markup (15%)			\$15
Saw cut, remove, and replace concrete (Witkowski Construction quote attached)*			\$16,326
Contractor markup (15%)			\$2,448
Excavation, pipe installation, backfill, & compact (4-man crew)	150/hours	\$260/hr	\$39,000
Travel (3-man crew)	15 trips	\$325/trip	\$4,875
Equipment rental (Carroll Supply verbal quote)*			\$5,355
Fuel for equipment*			\$500
Contractor markup (15%)			\$878
Concrete hammer drill*			\$145
Pipe & fittings (P&H quote provided)*			\$3,226
Contractor markup (15%)			\$484
Remediation covers (2 ft square)*	3 covers	\$425/cover	\$1,275
Reconditioned well covers (7 inch)	3 covers	\$40/cover	\$120
Misc. fittings & supplies*			\$175
Landscaping supplies*			\$540
Trucking materials*	6 hours	\$90/hour	\$270
Sand for pipe bedding	35 tons	\$10/ton	\$350
Soil disposal	25 cu yd	\$8/cu yd	\$200
			<hr/>
		Subtotal	\$79,517

Electrical Service Installation

Electrical power delivery (MidAmerican quote provided)*			\$2,044
Contractor markup (15%)			\$306
Directional bore (Tri-State Underground quote provided)*			\$5,500
Contractor markup (15%)			\$825
Electrical service installation (Langel Electric verbal quote)*			\$8,000
Contractor markup (15%)			\$1,200
Technician site time	4 hours	\$65/hr	\$240
Travel	2 trips	\$175/trip	\$175
			<hr/>

Subtotal \$18,290

Interior Pipe Installation

Concrete cutouts for remediation cover (Service Construction quote provided)*	4 cutouts	\$370 cutout	\$1,480
Contractor markup (15%)			\$162
Pipe slot through exterior wall (Service Construction quote provided)*			\$460
Contractor markup (15%)			\$69
Concrete cores for monitoring wells (8 inch) (Service Construction verbal quote)*	3/cores	\$200/core	\$600
Contractor markup (15%)			\$90
Install interior piping (Foulk Brothers quote provided)*			\$10,925
Contractor markup (15%)			\$1,639
Insulate pipe above court files (Foulk Brothers quote provided)*			\$2,215
Contractor markup (15%)			\$332
Technician	4 hours	\$65/hr	\$260
Technician travel	2 trips	\$175/trip	\$350
Complete piping at extraction wellheads	24 hours	\$65/hr	\$1,560
Set remediation covers and patch concrete	12 hours	\$65/hr	\$780
Remediation covers (2 ft square)	4 covers	\$425/cover	\$1,700
Travel	4 trips	\$175/trip	\$700
Pipe and fitting (P&H quote provided)*			\$156
Contractor markup (15%)			\$23
Concrete, pipe channel, anchors, & unistraps	7 nests	\$25/nest	\$175
			<hr/>
		Subtotal	\$23,676

MPE Equipment

MPE equipment & transport (H2K Technology quote Appendix C)*			\$129,869
Contractor markup (15%)			\$19,480
Oxidizer Rental (assumes 6 month minimum) (H2K Technology quote Appendix C)*	6 months	\$4,500/month	\$27,000
Contractor markup (15%)			\$4,050
			<hr/>
		Subtotal	\$180,399

MPE Equipment Installation

Crane (includes 1 man rigger) (Siouxland Crane Service verbal quote)*	4 hours	\$260/hour	\$1,040
Contractor markup (15%)			\$156
Travel	1 trip	\$175/trips	\$175
Technician site time	4 hours	\$65/hour	\$240
Connect piping & panels (two-man crew)	6 hours	\$120/hr	\$720
Support materials and metal shins (lump sum)			\$30
Insulate & shroud piping (two-man crew)	4 hours	\$120/hr	\$480
Travel (two- man crew)	1 trip	\$250/trip	\$250
Vacuum hose & fittings			\$275
Pipe insulation at enclosure			\$65
Debris screen custom fabrication (estimated)*			\$145
Mobile welding service (estimated)*			\$210
Debris screen installation	3 hours	\$65/hour	\$195
Travel	1 trip	\$175/trip	\$175
Bumper post installation	4 posts	\$350/post	<u>\$1400</u>
		Subtotal	\$5,576
		Total installation cost	\$349,586

* Invoice from vendor or subcontractor will be submitted with invoice from Northwest Environmental Services.

**Itemized First Month Startup Cost Estimate
Woodbury County Law Enforcement Center
LUST No. 9LTJ60, Reg. No. 7910455**

Tank (450 gallon)			\$475
Samples after air stripper (OA-1/BTEX)	5 samples	\$85/sample	\$425
Samples after carbon (OA-1/BTEX)	5 samples	\$85/sample	\$425
Travel	5 trips	\$175/trip	\$875
Site time	20 hours	\$65/hr	<u>\$1,300</u>
		Total	\$3,500

*Cost is in addition to monthly O&M cost itemized in Appendix C3.

Itemized Annual Cost Estimate for Operation Maintenance (O&M)*
Woodbury County Law Enforcement Center
LUST No. 9LTJ60, Reg. No. 7910455

Scheduled O&M

Travel	24/trips	\$175/ trip	\$4,200
Two scheduled trips per month.			
Site time	120 hours	\$65/hr	\$7,800
Average of 10 hrs of monitoring and maintenance per month.			
Effluent Sampling	12 samples	\$85/sample	\$1,020
One sample collected & analyzed for BTEX per month.			
Monthly Instrument Rental	12 months	\$95/month	\$1,140
Includes PID, interface, pH/temp and decibel meters.			
Quarterly groundwater monitoring	30 sample	\$85/sample	\$2,550
Seven to eight samples collected & analyzed for BTEX every three months			
Semi-annual Report Preparation	40 hours	\$65/hour	\$2,600
Two reports submitted annually			
Report Distribution	2 reports	\$35/report	\$70
Total			\$19,310

*Estimate does not include electrical power cost.

ATTACHMENT B

General Terms and Conditions of Contract

Information Furnished by Client

- 1.1 Client represents that all information provided to Consultant are true and complete. Client will make available to Consultant all known and suspected information and documentation regarding the existing conditions which affect the work to be performed and will immediately transmit to Consultant any new information or documentation which becomes known or available.
- 1.2 Client will designate a representative to answer questions regarding site conditions and provide guidance at the job site. Consultant may request that the representative be present at the job site during Consultant's fieldwork. If the presence of the representative is required, Consultant will provide Client at least 48 hours prior notice.
- 1.3 Client will indemnify and hold Consultant harmless from and against all liabilities, claims, actions, damages, injuries, and costs arising out of or contributed by inaccurate or incomplete information or documentation furnished by Client or others acting on behalf of Client.

Evaluation of Real Property

- 2.1 Client will be responsible for the accuracy of the property lines and markers and be responsible for determining the location of subsurface facilities and utilities on Client's property or the job site.
- 2.2 Client will, at all times, provide for right-of-entry of Consultant's personnel and equipment necessary to complete the field work and be responsible for obtaining approvals, authorizations, and permits.
- 2.3 If Client is not the owner of the job site or other property where the fieldwork is performed, Consultant will assist Client in obtaining approval and authorizations to access properties and perform the work; however, ultimate responsibility for obtaining approvals, authorizations, and permits remains the responsibility of the Client.
- 2.4 While Consultant will take reasonable precautions to minimize damage to property, Client understands that in the normal course of work some damage may occur. Client shall repair any damage to Client's property or the job site at its own cost and expense.
- 2.5 If Consultant's fieldwork requires subsurface investigation conducted by non-manual equipment, Consultant will contact Iowa One Call to determine the location of public utilities.
- 2.6 If Client or Client's contractors perform subsurface investigation or excavation and Consultant's role is observational or advisory, Client or Client's contractors will contact Iowa One Call.
- 2.7 Evaluation or assessments of property under Risk Based Corrective Action (RBCA) rules requires source area sampling. Client will approve all source area sampling locations and will determine all approved locations are free of subsurface facilities or utilities.
- 2.8 While Consultant will take reasonable precautions to avoid damage or injury to subsurface facilities or utilities, Client agrees to indemnify and hold Consultant harmless from and against all liabilities, claims, actions, damages, injuries, and costs arising out of damage to subsurface facilities or utilities.

2.9 Client is responsible for informing Consultant of all known or suspected hazardous or potentially hazardous materials or conditions which are present at the job site or in samples submitted to Consultant. The cost of disposal of hazardous and nonhazardous materials including drilling cuttings is the responsibility of the Client.

Insurance

Consultant will maintain Commercial General Liability Insurance and Workers Compensation and Employers' Liability Insurance for the duration of the project. All workers not employed by a subcontractor and directly supervised and paid by the Consultant will be employees of the Consultant and covered by the Consultant's Worker Compensation Insurance. The Consultant will maintain certificates of insurance for all subcontractors. The limits of insurance that will be maintained by Consultant and its subcontractors are provided below:

Commercial General Liability Limits	
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$300,000
Medical Expense (any one person)	\$10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$1,000,000
Products - Com/Op Agg	\$1,000,000

Workers Compensation and Employers' Liability Limits	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

Payment Terms

- 3.1 Client agrees to pay invoices submitted by Consultant in full within 30 days from the date invoiced. Consultant will submit invoices at intervals, which it deems appropriate for the project or work performed, before the initiation of any work; otherwise the payment terms noted above will apply.
- 3.2 If the site is eligible for reimbursement from the Fund and arrangements for Consultant to wait for reimbursement have been approved by Consultant, Client agrees to pay invoices within 3 days of receiving reimbursement from the Fund.
- 3.3 Any invoice not paid within the payment terms noted above will be subject to a finance charge 1.5% per month (annual rate 18%). In the event Consultant institutes action to enforce its rights, or any provision of this contract, Client shall pay all costs and expenses incurred by Consultant as a result of the action, including reasonable attorney fees.
- 3.4 Consultant reserves the right to withhold any and all written reports until payment terms are satisfied. Failure of Clients to meet the payment terms will relieve Consultant of any responsibility of completing the work. Client will indemnify and hold Consultant harmless from and against all liabilities, claims, actions, damages, injuries, and costs arising out of Consultant's incomplete work due to Client's failure to satisfy the payment terms noted above.
- 3.5 If Client fails to satisfy payment terms noted above, it will return all documents, reports, and other work products upon demand and will not use these products for any purpose.

Warranty and Indemnity

- 4.1 Consultant will perform services with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions in the township where the job site is located. Recommendations presented by Consultant are professional opinions arrived at in accordance with currently accepted practices at this time and location. No other warranty, express or implied, will be made.
- 4.2 Consultant will indemnify and hold Client harmless from and against all liabilities, claims, actions, damages, injuries, and costs arising out of Consultant's negligent acts, omissions, or willful misconduct pursuant to the performance of this contract.
- 4.3 Client will indemnify and hold Consultant harmless from and against all liabilities, claims, actions, damages, injuries, and costs, arising out of negligent acts, omissions, or willful misconduct of Client, its representative, agent, and employees.

Miscellaneous

- 5.1 Client and Consultant agree their relationship and interpretation of this contract shall be governed by the laws of the State of Iowa. This contract contains the entire agreement between the Client and Consultant, supercedes all prior arrangements, and shall apply to their representatives and successors.
- 6.2 The terms and conditions of this contract can be amended or modified only in writing executed by both Client and Consultant. However, as a practical matter, the scope of service and cost estimate can be amended verbally between Client and Consultant if site-specific conditions require immediate changes in the fieldwork performed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMMUNITY INSURANCE PO BOX 160 ALTON, IOWA 51003	CONTACT NAME: BRENDA R. RICHARDSON
	PHONE (A/C, No, Ext): 712-756-4083 FAX (A/C, No): 712-756-4090 E-MAIL ADDRESS: COMMUNITYINS@MIDLANDS.NET
INSURED NORTHWEST ENVIRONMENTAL, LLC 1003 4TH AVE ALTON, IOWA 51003	INSURER(S) AFFORDING COVERAGE
	INSURER A : AUTO OWNERS INSURANCE COMPANY
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			142307-39751023-15	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	141707-39066575	08/15/2015	08/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

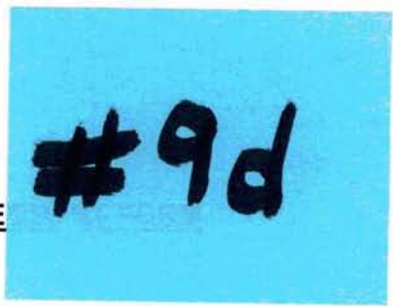
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

WOODBURY COUNTY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE BRENDA R. RICHARDSON
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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE



Date: 9-03-15

Weekly Agenda Date: 9-08-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Insurance Coverage Issues, Possible Addition to Coverage

ACTION REQUIRED:

Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

WORDING FOR AGENDA ITEM: Insurance Coverage Issues, Possible Addition to Coverage, Discussion and Action.

EXECUTIVE SUMMARY: More than one quote will be presented along with net cost to Woodbury County.

BACKGROUND:

FINANCIAL IMPACT: Depending on quote selected.

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve Possible Addition to Insurance Coverage.

Public Official Bonds

COVERAGE HIGHLIGHTS

Public official bonds are surety bonds that guarantee a public official will perform the duties of office faithfully and honestly and, in most cases, a surety bond is required in order to hold office. While these duties may vary by position and applicable law, a public official is obligated to act in the public's best interest at all times and will be held personally accountable, with few exceptions, for the duties and responsibilities of that position.

- Public officials that may require surety bonds:
- Treasurers and subordinates
- Tax collectors and subordinates
- Postal units
- Town supervisors
- Sheriffs, deputies and constables*
- Judges and court clerks*

Public official bonds are required by:

- States, cities, towns, villages and municipalities
- State colleges, universities and school districts
- Sheriff departments
- Court offices and federal government

We also write:

- Special issue bonds
- Blanket fidelity coverage for all public employees who do not require statutory surety bonds

Why Travelers?

- Discounted multi-year prepaid premiums
- Both direct bill and agency bill options
- Easy access to our public official bond application online at travelersbond.com
- Bond limits up to \$25,000,000

Faster processing with Bond Express

For public official bonds with limits of \$50,000 or less, Bond Express is our underwriting center for quick and efficient processing and guaranteed fast turnaround on all new business requests. Agent authority is available for many other types of lower limit commercial surety bonds.

Advantages of working with Travelers

- We've provided effective insurance solutions for more than 150 years and address the needs of a wide range of industries
- We consistently receive high marks from independent ratings agencies for our financial strength and claims-paying ability
- With offices in every U.S. state, we possess national strength and local presence
- Our dedicated underwriters, risk control specialists and claim professionals offer extensive industry and product knowledge

Travelers knows Public Official Bonds.

To learn more, talk to your independent agent or visit travelersbond.com.

* For these bonds with limits of \$50,000 or less, please contact Travelers Bond Express at 1.800.873.1477.



Travelers Wrap+® Funds Transfer Fraud and Computer Fraud

Funds transfer fraud and computer fraud are threats that every organization must plan for, particularly in light of the 2008 survey conducted by the Computer Security Institute (CSI). It found that the average annual losses that survey respondents suffered due to computer fraud was \$289,000 and nearly \$500,000 for financial fraud.

Why you need protection

"Phishing" scams make it easier than ever for criminals to access your assets. The Federal Trade Commission commented in its special alert SA 147-2009 dated August 26, 2009 that Web-based commercial EFT origination applications are being targeted by malicious software, including Trojan horse programs, key loggers and other spoofing techniques, designed to circumvent online authentication methods. These attacks could result in monetary losses to financial institutions and their business customers if not detected quickly.

Combined coverage from Travelers offers the most protection

While your internal controls are extremely important to guard against these threats, they're not foolproof. Maintaining a strong, updated security software system, including virus protection, an Internet firewall and other security measures are critical to ensure your organization's welfare. It's also important to make sure you have the correct insurance coverage. Travelers Wrap+ Electronic Funds Transfer Fraud Coverage and Computer Fraud Coverage, purchased together, can protect your assets against what can be complex and unique perils as described in the claim examples below.



McAfee risk management support to help protect you

To better help you avoid being victimized, McAfee, a leading software security provider, will supply risk management support to Travelers. Under the arrangement, you'll receive articles and other risk management-related information and you may be entitled to receive a discount on McAfee's industry-leading security software. You will be provided an 800 number that will connect you directly to McAfee specialists who will answer your questions.

Claim examples

Electronic Funds Transfer Fraud

- A company's finance director opened an email with an attached zip file that contained a virus. The virus obtained the user ID and password to the company's account with its bank. Immediately thereafter, a fraudulent electronic wire transfer initiated by persons unknown caused \$147,000 to be wired from the company's bank account to an unknown bank account in Arizona. The money was withdrawn before it could be recovered.

Travelers Wrap+[®] Funds Transfer Fraud and Computer Fraud

- A company's payroll supervisor logged on to the payroll account and noticed three payments totaling \$704,632 had been wired from their account. The supervisor immediately reported the transactions as unauthorized. The bank shut down the account and was able to recover all but \$238,781. The FBI and Homeland Security investigated and determined that someone had gained access to the vice president of finance's username and password via computer programs that had been surreptitiously downloaded onto the vice president's computer.
- A company's bank allegedly sent it a letter advising of a new security program. The company then received an email that appeared to be from their bank. The company's employee opened the email, which allowed a Trojan horse computer virus to get in. It was able to read key strokes from the insured's computer, thereby enabling the perpetrator to obtain banking and password information and initiate a fraudulent electronic wire transfer from the insured's account. This ended up causing a loss to the company of \$683,000.

Computer Fraud

- A company's Web site was hacked into by an employee of one its customers who changed her employer's bank routing code on the Web site to her own. When the company paid her employer for services rendered, the money went directly into her account instead.

- After he's fired, a former employee used his supervisor's password to enter the insured's unlocked building and used the supervisor's computer. He initiated transactions using his bank routing code to receive fake reimbursements purportedly made to the company's customers.

An experienced market leader

- Since 1853, we've provided effective insurance solutions to a wide range of industries
- A.M. Best* has assigned Travelers a financial strength rating of A+
- With over 50 offices, we possess national strength and local presence
- Our dedicated claim group offers extensive industry and product knowledge

Get the protection you need, today and tomorrow

Choose Travelers for your electronic funds transfer fraud and computer fraud coverages and you'll have access to risk mitigation articles, security guidelines and discounted McAfee software security. To learn more about this comprehensive program, talk with your independent insurance agent or visit travelersbond.com.

*A.M. Best's rating of A+ applies to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of June 3, 2008, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

TRAVELERS 

Travelers Casualty and Surety Company of
America and its property casualty affiliates
One Tower Square
Hartford, CT 06183

travelersbond.com

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This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

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Orlando Bond Center
PO Box 958461
Lake Mary FL 32795-8461

Employee Theft



Date: 10/03/2014

Agency Code: 91 827567

4*****AUTO**MIXED AADC 601

A J GALLAGHER RISK MGMT SVCS INC
PO Box 718
Sioux City, IA 51102-0718



Attn: Bond Department

Insured / Principal: WOODBURY COUNTY IOWA GOVERNMENT

Policy / Bond #: 91BPEAE6762

Account Name/Number: -

Policy Term: 01/01/2015 - 01/01/2016

Type of Policy: Public Employee

Billing Term: Annual

Billing Type: Agency Bill

Transaction Type: Renewal

Transaction Effective Date: 01/01/2015

Bond Limit: \$250,000 *per Occurrence*

Agent's Advice of Premium for Fidelity and Surety Bonds

Premium	Commission %	Commission Amount
\$ 3,082	15 %	\$ 462

CCMENTS:

Premium will be included in your usual Agency Accounting statement or Direct Bill notification. If you have any questions regarding this transaction, please contact your Hartford Bond Center.

Thank you for choosing The Hartford.



Producer Compensation Notice

You can review and obtain information on The Hartford's
producer compensation practices at www.thehartford.com
or at 1-800-592-5717.

Travelers Casualty and Surety Company of America
QUOTE OPTION #3

CRIME COVERAGES:

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
A - Fidelity 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property	See Endorsement Not Covered Not Covered		F - Computer Crime 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense	\$500,000 \$100,000	\$10,000 \$10,000
B - Forgery or Alteration	\$500,000	\$10,000	G - Funds Transfer Fraud	\$500,000	\$10,000
C - On Premises	\$500,000	\$10,000	H - Personal Accounts Protection 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement	\$100,000 \$25,000	\$1,000 \$0
D - In Transit	\$500,000	\$10,000	I - Claim Expense	\$5,000	\$0
E - Money Orders and Counterfeit Money	Not Covered				

Insured's Premises Covered: Worldwide, except

TOTAL ANNUAL PREMIUM - \$2,017.00
(Other term options listed below, if available)

Net Cost - \$1,055

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
Crime Policy Aggregate Limit of Insurance: N/A

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$2,017.00	\$0.00	\$0.00	\$2,017.00	\$2,017.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 3:

CRI-2001-0109 Crime Declarations Page
CRI-3001-0109 Crime Policy Form

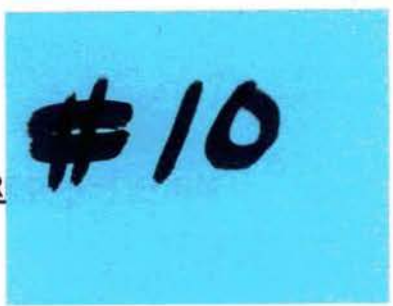
ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 3:

ACF-7006-0511 Removal of Short-Rate Cancellation Endorsement
CRI-19072-0315 Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
CRI-5016-0613 Iowa Cancellation or Termination Endorsement
CRI-7129-0109 Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 3:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R



Date: September 4, 2015

Weekly Agenda Date: September 8, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Mark Monson

SUBJECT: Long Range Planning

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Consideration of a long range planning proposal.

EXECUTIVE SUMMARY: The Board will consider a long range planning proposal with action September 8, 2015.

BACKGROUND: Work has been done over the past months to create unity within county departments. This project would bring managers together to develop future direction.

FINANCIAL IMPACT: See attachment

RECOMMENDATION: Consideration of the request for decision at the next Board meeting

ACTION REQUIRED / PROPOSED MOTION: None

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

LONG RANGE PLANNING FOR COUNTY MANAGERS

PURPOSE:

Long range planning across all departments and services is critical to a strong vision for the future.

PROCESS:

Thirty individuals have been identified as county managers. This list may be added to or reduced in size. To provide opportunity for frank and open discussion the group would be divided into three groups with no majority of elected officials at any of the meetings.

The proposal would identify three days in November (or early December) for the small groups to gather. The consultant would direct each of the three days and compile the results. The entire group would meet in January 2016 to bring all people and information together. The Board will need to require participation.

The last day would be a public meeting where all participants would bring together thoughts from the three days. As a part of that last day, the group could review the Vision Statement to accept or "tweak" the wording.

The major goal of this process will be to develop a single direction/purpose of all services and functions provided by the county with unity of direction.

OTHER ACTIVITIES:

We have initiated the State evaluation form to be used with all employees. As a part of that process there must be a statement of the mission of each area. Also being considered is "True Speak" which is a process to work with employees. All these activities will help our managers direct employees with a "big picture" and uniform view of the County.

JANET CARL:

As an organizational consultant, Janet has been helping groups meet their goals for more than twenty-five years. She works primarily with educational, governmental and nonprofit groups in the areas of team building, outcome-based planning and communication skills. She is also a former state legislator and headed the Department of Human Services appropriations sub-committee. Currently she serves as Director of the Writing Lab at Grinnell College.

CONSULTANT COST:

Four days of consultation	\$3,200
Travel estimate	1,070
Lodging estimate	400
Meals estimate	200
Miscellaneous	200
Total Estimate	<u>\$5,070</u>

MEALS, ETC. FOR FOUR DAYS

Meal estimate	<u>\$ 500</u>
TOTAL COST	\$5,500

The first choice location would be the Nature Center.

STRATEGIC PLANNING GROUPS 2015

Group One

Mark Monson	Board of Supervisors (Elected)
Dave Drew	Sheriff (Elected)
Mike Clayton	Treasurer (Elected)
Dennis Butler	Budget Analyst
Mark Nahra	Secondary Roads
David Gleiser	Rural Economic Development
Theresa Yochums	Social Services
John Malloy	WICC (Technology) (has own Board) (Shared with City)
Diane Peterson	Recorder's office (Under Auditor)
Donna Chapman	County Library (has own Board)

Group Two

Jeremy Taylor	Board of Supervisors (Elected)
Larry Clausen	Board of Supervisors (Elected)
Pat Gill	Auditor/ Recorder (Elected)
Rick Schneider	Conservation (Has own Board)
Ed Gilliland	Human Resources
Mark Olsen	Juvenile Detention
Julie Connolly	County Assessors Office (Has own Board)
Glen Sedivy	E911 (Has own Board)(Shared with City)
Michelle Skaff	Emergency Management (Has own Board)
Kevin Grieme	District Health (Has own Board)

Group Three

Matthew Ung	Board of Supervisors (Elected)
Jackie Smith	Board of Supervisors (Elected)
PJ Jennings	County Attorney (Elected)
Karen James	Board Office
Gary Brown	Emergency Services
Danielle Dempster	Veterans Affairs (Has own Board)
John Pylelo	Planning & Zoning
Patty Erickson Puttmann	Social Services (Part of this belongs to a region)
Ken Schmitz	Building Services
Jean Logan	General Relief (contracted to her agency)

Total = 30

Memo to: Mark Monson, Chair, Board of Supervisors, Woodbury County
From: Janet Carl, Organizational Development Consultant
Re: Development of Strategic Plan

I like to help groups develop what I call outcome-based plans. Outcome based plans are specific and measureable. They call for tangible changes—in results for customers of each office of county government and in capacities each office and staff have to develop in order to create new and better results for customers.

I don't yet know what the full day schedule of activities might be for the 3 working groups, but here are some of the topics I would want to cover.

First, I would want the supervisor(s) present at each of the three work days to talk about why the supervisors want to create a strategic plan—what the supervisors see as the need for such a plan. The supervisor(s) should also lay out the expectation that every office is going to participate and going to be represented in the final plan. Also, the supervisor should give an assurance that conversations held during the planning process should be full and frank, but that they are confidential (I assume these 3 meetings are not going to be open meetings). No one should be afraid that there will be retribution for anything that is said; additionally, I will urge people to make constructive, non-blaming comments. I don't have any desire to wallow in the misdeeds of the past, although if there is something factual or significant to be said about past practice, a person should be able to make such a statement freely.

Once the ground rules are established, I would probably get people talking (maybe in small groups of 3 or so) about what they think the public thinks about their particular office of county government. Do they get direct public comment about their services? Might they be interested in gathering some public comment in the next few weeks/months? What are their own view about the services their office provides? Are policies and practices generally up to date? What are the current strengths and weaknesses of county government as a whole, their offices in particular? (Obviously, these are difficult conversations to have, so again we need to establish as much trust and openness in the atmosphere as we can.)

I would then ask them to dream about the future. What do they want county government to be like as a whole? What would they like to hear citizens say about county government? What are their ideas as to how their offices can serve the public better? What is operating in their environment that they might build on (e.g., new technology, new models from other counties or states)? What do they see as threats in the future?

The day would probably culminate with everybody brain-storming ideas for their own offices and for county government as a whole. I would hope that these discussions would not be constrained at this point by money considerations. I would ask people to think big; we'll worry about money later.

After the first of these work days, I would communicate with you and other supervisors to see how you think things went and make any changes to the agenda that seem advisable. After we've conducted all three work days, I'll put together a plan for the final day of planning and talk with you and the other board members about it.

CONTRACT FOR SERVICES

This contract is entered into by Woodbury County (Board of Supervisors), 620 Douglas St., Sioux City, IA 51101 and Janet A. Carl, Organizational Development Consultant, 14142 N. 39th Ave. E., Grinnell, IA 50112

WHEREAS, Woodbury County desires to contract with Janet Carl to provide strategic planning services

Now, therefore, the two parties agree to the following terms:

Janet Carl will

1. Lead three planning days with county office leaders and others invited by the board of supervisors in October, 2015
2. Lead a large group planning day to formulate the final components of the strategic plan in January, 2016.
3. Compile the plan and submit it to the Board of Supervisors by February 1, 2016.

COST: Woodbury County will pay Janet Carl \$800 per day for her services plus mileage at 57.5 cents per mile, lodging and per diem. Woodbury County will pay Janet Carl within four weeks of receipt of invoice.

AMENDMENTS: This contract may be amended by agreement of both parties. Any amendment must be made in writing and signed by both parties.

CANCELLATION: Either Woodbury County or Janet Carl may cancel the contract at any time. Any fees or expenses owed Janet Carl at the time of the cancellation must be paid by Woodbury County within four weeks of the date of cancellation, including time spent in preparation for one of the training sessions.

Signed _____
Woodbury County Supervisor

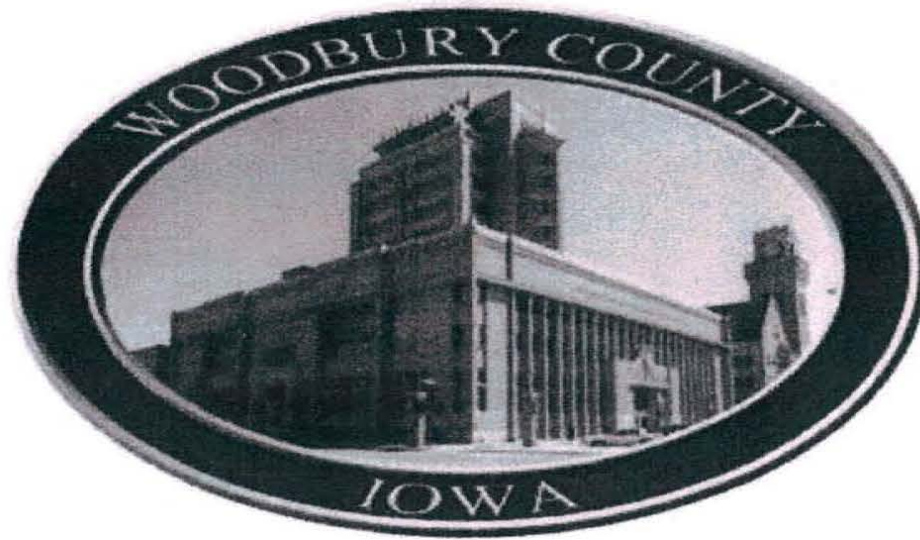
Signed _____
Organizational Consultant

Date: _____

Date: _____

Woodbury County

Vision Statement



Woodbury County will be a leader in providing customer-friendly service through innovative technology, continuous process improvement and collaborative efforts in the Tri-State area.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

#11a

Date: September 3, 2015

Weekly Agenda Date: September 8, 2015

DEPARTMENT HEAD / CITIZEN: <u>Supervisor Jeremy Taylor</u>		
SUBJECT: True Speak		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input type="checkbox"/>

WORDING FOR AGENDA ITEM: Training for Leaders, Elected Officials, and Department Heads

EXECUTIVE SUMMARY: "True Speak" is a program developed by Mary Jo McGrath. McGrath Succeed Leadership program provides leaders with both practical tools and transformational approaches that allow them to communicate with and lead others to excellence. Honesty, compassion, accountability, as well as due process and just cause are at the core of every process. This systematic and ethical approach moves people the dominance of individual interests to outstanding personal and organizational performance.

BACKGROUND: With increased accountability, evaluations, and leadership standards, the Woodbury County Board of Supervisors has a unique opportunity to give some of the best training available in the country to its leadership including elected officials and department heads. As a way to learn of best practices from other organizations, we can learn from the Sioux City Community School District. The District implements True Speak with each of its administrators and other leaders. Dr. Kim Buryanek, Associate Superintendent, has completed "Train the Trainer" and personally trains administrators.

An expert in True Speak, Dr. Buryanek presented an overview last week, something that she has done with Chairman Mark Monson, Supervisor Jeremy Taylor, and Human Resources Director Ed Gilliland.

Such training will contribute to a highly professional workplace, increased accountability, positivity, better communication, and an ability to provide the best services to the public (part of our core mission). Dr. Buryanek has related that Mary Jo McGrath would be interested in coming to Woodbury County to provide the training.

FINANCIAL IMPACT: \$12,000 for 2-day training (group rate of 30).

This training would be two days back-to-back and not \$24,000. It was assumed that there would be two groups of 30. It would most likely take place the first week of October.

At a later date (perhaps as a joint venture with the Sioux City Schools), the Board could have 3-4 individuals engage in "train the trainer" for long-term sustainability.

RECOMMENDATION: I move the Board approve \$12,000 dedicated to this training from Gaming Revenues for True Speak and authorize the Chairman to receive a contract likewise subject to subsequent Board approval for the services rendered.

ACTION REQUIRED: Approve above motion.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

11b

Date: September 3, 2015

Weekly Agenda Date: September 8, 2015

DEPARTMENT HEAD / CITIZEN: <u>Supervisor Jeremy Taylor</u>		
SUBJECT: Energy CAP		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input checked="" type="checkbox"/>	Attachments <input type="checkbox"/>

WORDING FOR AGENDA ITEM: Discussion of Energy CAP Pricing and Demonstration Availability / Video

EXECUTIVE SUMMARY: As the County Board of Supervisors engages in long-term facilities planning and potentially tonight takes its first step toward implementing lighting, Building Superintendent Kenny Schmitz mentioned at the August 18 meeting how many more opportunities exist, including getting a high-level identification of Building Automation Systems which are outdated and in many cases are not currently functional, resulting in decreased comfort levels and energy waste. Energy CAP (Cost Avoidance Program) would allow the Board to calculate and quantify how much money is saved. A future three-fold approach to energy conservation may be in order, for example: "By implementing new technologies and efficiencies, increased automation control, and advocating responsible energy conscientiousness, the County Board of Supervisors seeks to save 15% in total energy costs as calculated by Energy CAP." However, the implementation of new technologies and efficiencies can only truly be measured by such software. **Please see the next page attached e-mail with additional information.**

BACKGROUND: More than 10,000 energy managers in 3,000 organizations have tracked more than \$25 billion in energy spending using EnergyCAP's specialized software. EnergyCAP is the nation's leading energy conservation software. It is in a completely web-based platform.

It makes calculations based on a baseline with adjustments made to account for variables outside an organization's control: additions/deletions of square footage; weather normalization; average unit cost changes. The Baker Group identified very high cost / sq. ft numbers in the \$1.50 to \$4.28 per sq. ft. range in our county buildings. Having such a program gives the ability to run over 300 different reports as well as quantify by a few simple clicks reports that answer such questions as to how much one is spending per commodity per fiscal year; environmental pollution reduction; per meter cost avoidance; trends and anomalies; cost avoidance percentages by the month; the identification of billing errors, and so much more. In fact, having such a tool can allow the person who generates such reports to track and discover why losses/gains are occurring.

The Sioux City Schools utilizes Energy CAP to track the usage and cost avoidance of each of its 146 meters and it has been a powerful tool in helping save 23.9% in energy cost (BATCC).

FINANCIAL IMPACT: Discuss based on representative pricing to follow.

RECOMMENDATION: That the Building Superintendent work to submit information and a profile in coordination with Energy CAP to receive pricing and bring back a recommendation to the Board along with a plan for implementation.

ACTION REQUIRED: None at this time.

Thank you for taking the time for an EnergyCAP demo today. Hopefully the information I presented helped to improve your understanding of what our software can do for you.

In addition, I want to provide you with some links that may be helpful as you continue to explore EnergyCAP:

<https://demo.energycap.com/>

You can use EnergyCAP Enterprise with the same database that I used for the demonstration in view only mode. Just enter "demo" in all three fields to log in.

<https://docs.energycap.com/>; <http://help.energycap.com>

Our online help documentation provides instruction and explanation of the features and processes in EnergyCAP. There are brief overview videos for most topics and step-by-step instructions with screenshots to help you along the way.

<http://www.energycap.com/products/energycap-enterprise-learn-more/recorded-demo>

Our 20-minute video demo will briefly cover the features of EnergyCAP.

<https://web.energycap.com/api/docs/page/Overview>

Our site explaining EnergyCAP's API offering.

I have attached an EnergyCAP Bill CAPture flyer for your review as well as the GSA pricing document and the system requirements document for hosting specs. Please let me know if you have any questions. I look forward to speaking with you again in the near future. Thanks.

-Phil

Phil Kolb

Marketing Account Manager
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Five-time ENERGY STAR Partner of the Year

**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Product Description

EnergyCAP utility bill & energy management software is the result of over 30 years of development experience providing industry leading utility bill and energy efficiency software to government, education, and business organizations. EnergyCAP's many innovative features provide powerful ways to save. EnergyCAP is flexible and allows you to customize your software license to fit your precise needs.

Applicable Special Item Numbers

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-33 Perpetual Software Licenses

Special Item No. 132-34 Maintenance of Software as a Service

Special Item No. 132-50 Training Courses

Special Item No. 132-52 Electronic Commerce and Subscription Services

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/ upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/ upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)

SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

FPDS Code D304 Internet Access Services

EnergyCAP, Inc.
2026 Sandy Drive, State College, PA 16803
Phone: 877-327-3702
Web: <http://www.energycap.com>

Contract Number: GS-35F-231CA

Period Covered by Contract: March 12, 2015–March 11, 2020

**General Services Administration
Federal Acquisition Service**

Pricelist current through Modification #1GS894GW, dated June 10, 2015.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

Table of Contents

1. Information for Ordering Activities	5
2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE	19
3. INFORMATION ASSURANCE	19
4. EnergyCAP Overview	26
5. Products & Services Price List	38
6. Distribution Points.....	44
7. Participating Dealers	44

1. Information for Ordering Activities

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage! and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns. This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

The Geographic Scope of Contract will be domestic and overseas delivery.

The Geographic Scope of Contract will be overseas delivery only.

The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

EnergyCAP, Inc.
2026 Sandy Drive
State College, PA 16803

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: 877-327-3702

2. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

3. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract

Block 16: Data Universal Numbering System (DUNS) Number: 127324908_

Block 30: Type of Contractor: B. Other Small Business

Block 31: Woman-Owned Small Business - No

Block 37: Contractor's Taxpayer Identification Number (TIN): 27-1272222

Block 40: Veteran Owned Small Business (VOSB): B: Other Veteran Owned Small Business

4a. CAGE Code: 3WPR6

4b. Contractor has registered with the Central Contractor Registration Database.

4. FOB DESTINATION

5. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-33</u>	<u>30 Days</u>
<u>132-33</u>	<u>30 Days</u>
<u>132-33</u>	<u>30 Days</u>
<u>132-33</u>	<u>30 Days</u>
<u>132-33</u>	<u>30 Days</u>

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

d. ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

e. iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

6. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.
 - a. Prompt Payment: 0% - N/A days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity: N/A
 - c. Dollar Volume: 1% for orders over \$100,00
 - d. Other Special Discounts (i.e. Government Education Discounts, etc.): N/A
7. TRADE AGREEMENTS ACT OF 1979, as amended:
8. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:
9. Small Requirements: The minimum dollar of orders to be issued is \$100.00.
10. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)
 - a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:
 - Special Item Number 132-3 - Leasing of Product
 - Special Item Number 132-4 - Daily / Short Term Rental
 - Special Item Number 132-8 - Purchase of Equipment
 - Special Item Number 132-9 - Purchase of Used or Refurbished Equipment
 - Special Item Number 132-12 - Equipment Maintenance
 - Special Item Number 132-32 - Term Software Licenses
 - Special Item Number 132-33 - Perpetual Software Licenses
 - Special Item Number 132-34 - Maintenance of Software as a Service
 - Special Item Number 132-51 - Information Technology Professional Services
 - Special Item Number 132-52 - Electronic Commerce (EC) Services
 - Special Item Number 132-53 - Wireless Services
 - Special Item Number 132-54 - Commercial Satellite Communications (COMSATCOM) Transponded Capacity
 - Special Item Number 132-55 - Commercial Satellite Communications (COMSATCOM) Subscription Services
 - b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:
 - Special Item Number 132-50 - Training Courses
 - c. The Maximum Order for the following Special Item Numbers (SINs) is \$1,000,000:
 - Special Item Number 132-60A-F - Access Certificates for Electronic Services (ACES) Program
 - Special Item Number 132-61 - Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program
 - Special Item Number 132-62 - HSPD-12 Product and Service Components
 - d. The Maximum Order for the following Special Item Numbers (SINs) is \$150,000:
 - Special Item Number 132-100 - Ancillary Supplies and/or Services
11. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS
Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
 - a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
 - b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

- 12. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.
- 13. FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
- 13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.
- 14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003) FSS A/L FC 01-5**
- a. Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
 - b. Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
 - c. Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/ service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
 - d. Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
 - e. Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

- f. **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
 - g. **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
 - h. **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
 - i. **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
 - j. **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
 - k. **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
- 15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)
- 16. GSA ADVANTAGE!**
 GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:
- (1) Manufacturer;
 - (2) Manufacturer's Part Number; and
 - (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
- (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations

is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____

No X

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL):

The EIT standard can be found at: www.Section508.gov.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)28.310

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract:

EnergyCAP, Inc. ("ECI") warrants to Licensee only that, for a period of 180 days beginning on the day following acceptance as defined in the FAR and the underlying GSA Schedule Contract, the media containing the Software shall be free from defects in materials and workmanship. If it is not, ECI will at its option either repair or replace the same if ECI is notified of such defect and the defective media is returned to ECI, together with proof of purchase, within the 180-day period. THE FOREGOING STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY, AND ECI'S SOLE AND EXCLUSIVE LIABILITY FOR, ANY DEFECT, FAILURE OR OTHER PROBLEM WITH THE SOFTWARE WHATSOEVER. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, THE SOFTWARE IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. ECI DOES NOT WARRANT THAT THE SOFTWARE WILL RUN WITHOUT ERROR OR BE PROBLEM-FREE. IN NO EVENT SHALL ECI BE LIABLE TO LICENSEE FOR ANY LOSS OR DAMAGES, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION DATA LOSS, LOSS TO BUSINESS, OR OTHERWISE), INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR OTHERWISE, ARISING FROM OR RELATED IN ANY WAY TO THE SOFTWARE AND/OR DOCUMENTATION LICENSED BY ECI, WHETHER SUCH DAMAGES OR LOSS SOUND IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, AND ALL OTHERS), WARRANTY, OR UNDER STATUTE. ECI HAS ABSOLUTELY NO OBLIGATIONS OR LIABILITIES ASSOCIATED WITH OR ARISING OUT OF THE MANNER IN WHICH LICENSEE USES THE SOFTWARE AND OTHER DATA COVERED BY THIS LICENSE AGREEMENT.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 877-327-3702 x2 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00am to 5:00pm Eastern Time.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

X _____ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days' written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 50% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 120 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

6. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

7. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

8. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Software licensees have unlimited access to online training and help resources provided by ECI and made available online at <http://www.EnergyCAP.com>.

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

******NOTE:** If offering IT Professional Services with E-Commerce, use SIN 132-51 and include the Terms and Conditions applicable to the IT Professional Services offered.

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers, paragraph 6. Delivery Schedule.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. Acceptance Testing

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. Warranty

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Guaranteed system availability of 98% during customary Eastern Time Zone business office hours. Licensee shall be entitled to a credit of \$500 if system availability in any calendar quarter falls below 98% for that quarter.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. Management and Operations Pricing

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. Training

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

14. Monthly Reports

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

15. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

(b) Describe charges, if any, for additional usage guidelines.

(c) Describe corporate volume discounts and eligibility requirements, if any.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

EnergyCAP, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Contact: Blaine Clapper, Asst. V.P., Sales

Phone: 877-327-3702

Email: Blaine.Clapper@EnergyCAP.com

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

Fax: 719-623-0577

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring ~~commercial items from the~~ General Services Administration (GSA) Federal Supply Schedule Contract(s)

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date _____

BPA NUMBER

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<u>MODEL NUMBER/PART NUMBER</u>	<u>*SPECIAL BPA DISCOUNT/PRICE</u>
_____	_____
_____	_____

(2) Delivery:

<u>DESTINATION</u>	<u>DELIVERY SCHEDULES / DATES</u>
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

<u>OFFICE</u>	<u>POINT OF CONTACT</u>
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of

an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

EnergyCAP Overview

Introduction

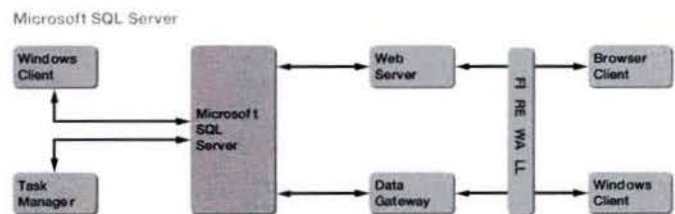
Welcome to EnergyCAP, the most powerful, flexible, and capable energy information system available

in the market today. The following is an overview of EnergyCAP, along with information about the functionality that has made EnergyCAP the best-selling energy management software for over 30 years!

Architecture & Deployment Options (Web v Installed v SQL)

EnergyCAP uses the powerful Microsoft SQL Server for data storage and processing, which enables the tracking of an unlimited number of bills, accounts, meters, and buildings. Host your own EnergyCAP database, or we will host it for you in our commercial datacenter.

There are two client applications of EnergyCAP that

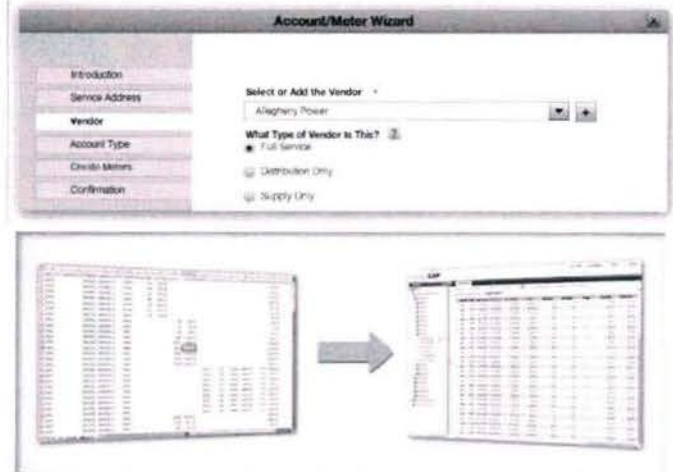


connect to the database, both are used in parallel. The Web Browser Client and the Installed Windows Client. In general the Windows Client is used by power-users and administrators.

Set Up Data Through Wizards or Import Templates

Setup Wizards throughout EnergyCAP walk you through new account, meter, building, and vendor setup; budget creation; rate schedule setup; bill entry workflow processes; and more.

Data import templates can greatly reduce manual

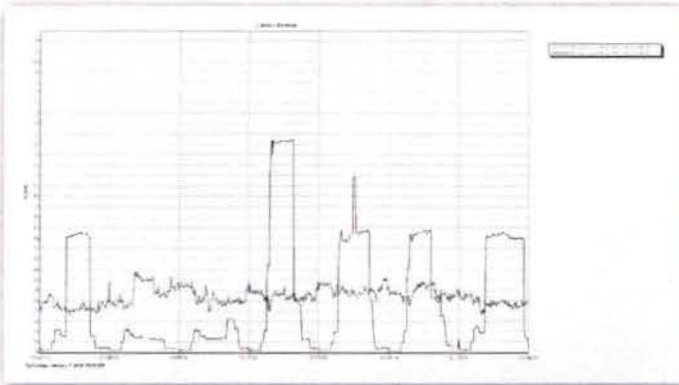


data entry time, improve data accuracy, and speed up the overall implementation process. Import organizational data, historical bills, meter data, and a lot more.

Types of Data

Track two types of energy information: (1) billing data and (2) channel data.

Billing data is information that comes from utility bills:



Account:		Vendor: Brother Delivery	
Address:	123 Broad Boalsburg PA 16827	Pay Amount:	\$5,489.00
Start Date:	12/05/2010	Due Date:	02/03/2011
End Date:	01/04/2011	Statement Date:	01-07/2011
Days:	30	Estimated:	<input type="checkbox"/>
Billing Period:	Dec 2010		

Meter:	Serial Number:	Place Name:	Rate:	Rate-T
486215-ELECTRAC1		GRPHME #101		
Place Code:	486215			
Electric Usage & Cost	4,827 kWh		4,500.00	\$
Metered/Actual Demand	58 kW			
Electric Billed Demand & Cost	58 kW		800.00	\$
Energy Supply Charge			0.00	\$
Misc. Charges			189.00	\$
Usage & Cost Adjustments	0 kWh		0.00	\$
Taxes			0.00	\$
Late Fee			0.00	\$

monthly consumption, demand, cost, etc.

Channel data is and time-series data, such as 15-minute electric meter interval data, daily gas consumption, production, occupancy, weather data, etc.

Navigation & Setup



Track any commodity (electric, natural gas, propane, oil, water, sewer, steam, refuse, recycling, telecom, etc.) and type of utility account, including vendor, deregulated, and internal chargeback or customer accounts. Record any or all bill line items.

Data is structured in user-friendly "TreeViews"

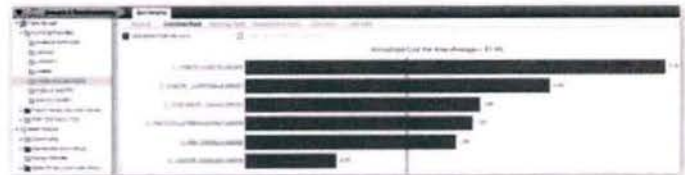


that allow you to set up the database based on your organization's hierarchical structure. Create two layouts: one for facilities & meters, and one for cost centers & accounts.

Filter reports and set individual user access rights for any level of the TreeView.

EnergyCAP allows you to create meter and building benchmarking groups based on any user-defined condition.

Examples of common groups are: building types, location/region of buildings, primary use of

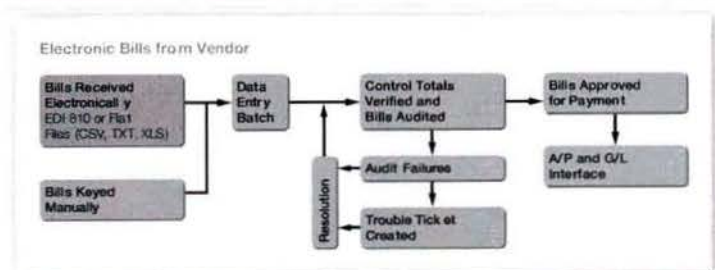
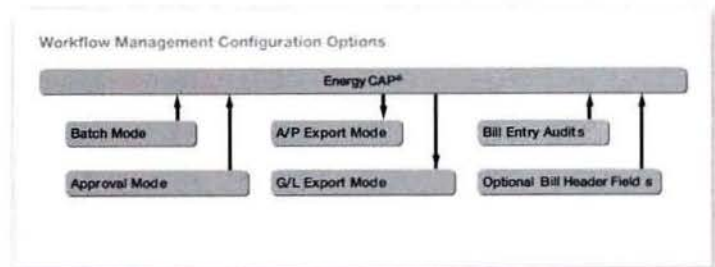


buildings, year constructed, buildings sharing similar control systems, meters on same rate code, meters by commodity, etc.

EnergyCAP automatically creates groups and reports on commonly requested conditions, such as primary use of buildings and account by utility rate by vendor.

Bill Entry-Upload, Workflow Settings

EnergyCAP's user-configurable workflow settings give you control over processes for entering, importing, auditing, verifying, approving, and paying utility bills.



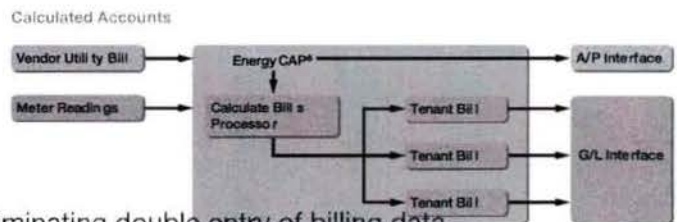
There are two ways to enter utility bills into EnergyCAP: manual entry or electronic import. Electronic bills can be imported in either EDI or flat file (txt, csv, xls) formats.

Alternatively, EnergyCAP can create tenant or chargeback bills from percentage splits, formulas, and meter readings.



Verify utility bill accuracy and spot problems using EnergyCAP's library of more than 50 audits. Create audit groups, perform quick check audits, and automate bill checking.

Export audited and approved bill records to an accounting system for final processing and payment, eliminating double entry of billing data.



Chargebacks & Tenant Rebilling

EnergyCAP simplifies and streamlines the tenant rebilling and internal chargeback processes by performing the calculations for you.

Internal allocations of energy use and cost can be calculated in any of three ways:

- Bill Splits—Split bills by specific percentages for shared or unmetered facilities



- Calculated Accounts—Enter or import submeter readings to generate “invoices” for customers or tenants
- Virtual Accounts—Create scripts for more complex chargeback calculations

Chargebacks are managed through EnergyCAP’s Customers & Chargebacks Module and displayed in an easy-to-understand graphical workflow format.
Reporting & Analyzing Data

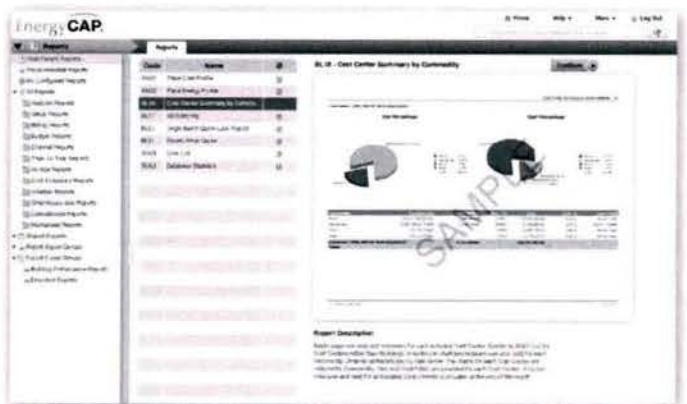


“PowerViews” are located throughout EnergyCAP to give you a snapshot of cost, unit cost, and



consumption for any meter, building, or department within your organization. This exclusive EnergyCAP feature puts current data at your fingertips.

Quickly spot data outliers. Simply click on a meter, building, department, or other node to view trend charts and graphs, which are automatically displayed and dynamically updated.



A user-configurable dashboard displays performance charts and graphs.

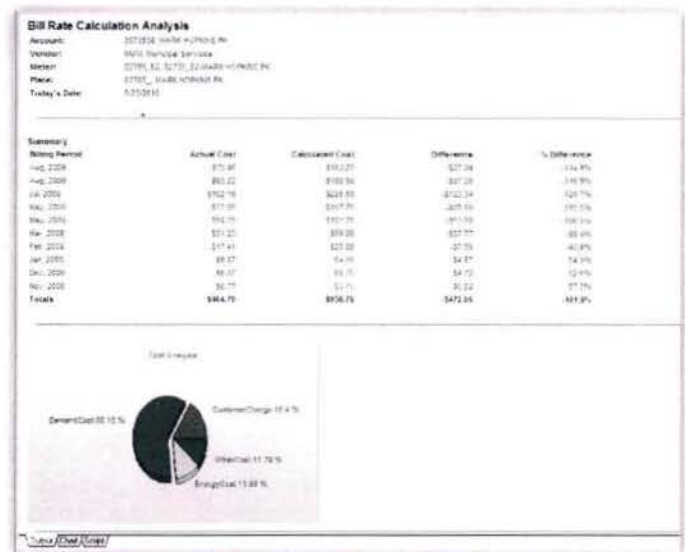
EnergyCAP displays utility information through more than 300 useful reports, charts, and graphs.



Report categories include: Analysis, Billing, Budget, Cost Avoidance, ENERGY STAR, Greenhouse Gas, Invoice, Production, Weather, Calendarized, Normalized, and Year-to-Year. Export to Excel, PDF, HTML, or other formats. Customize your reports through a wide variety of filtering options.

Data Export to Excel

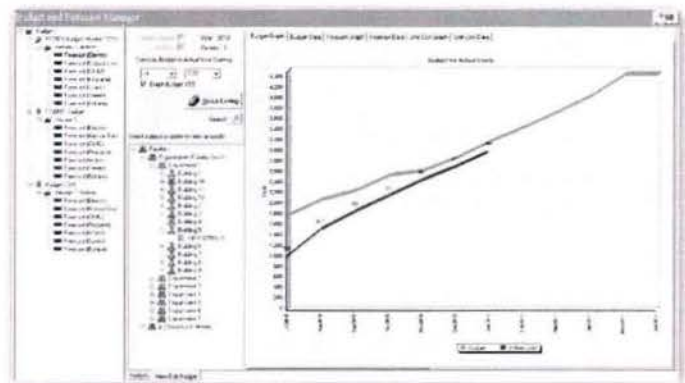
Design custom spreadsheets for quick and easy



export-to Excel or other applications-for ad-hoc reporting.

Rate Analysis

The Rate Wizard lets you create and maintain any number of simple or complex rates. Use the rate engine to verify bill cost and then run alternative analyses, or "What if" scenarios. For example, you



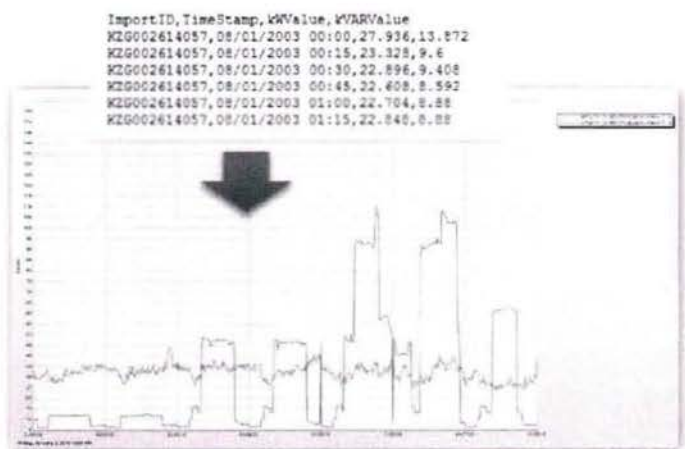
can answer, "What would I have paid if this account had been on rate GS2 instead of rate GS1?" Create your own rate library with the helpful Rate Wizard.

Budgets & Forecasts

Create meter-by-meter, building-by-building granular budgets and forecasts that can be rolled up to any level of the organization, modified, and used for reporting. Create any number of budgets (actual, best case, worst case) based on historical bills or expected costs, usage, and unit costs.

Interval and Channel Data

Import and analyze meter interval data (usually

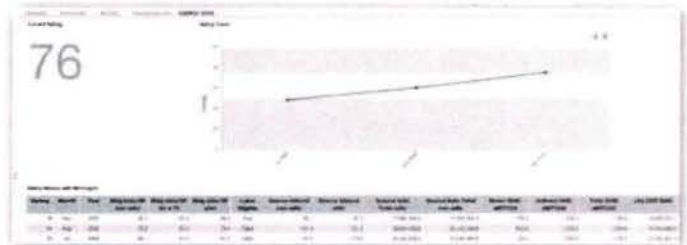
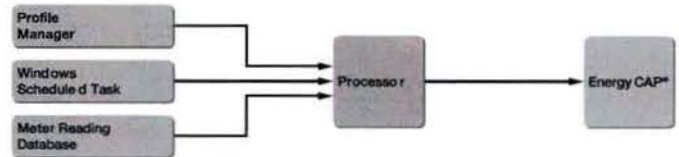


15, 30, or 60-minute intervals) for detailed energy consumption analysis.

There are numerous options for charting, auditing,

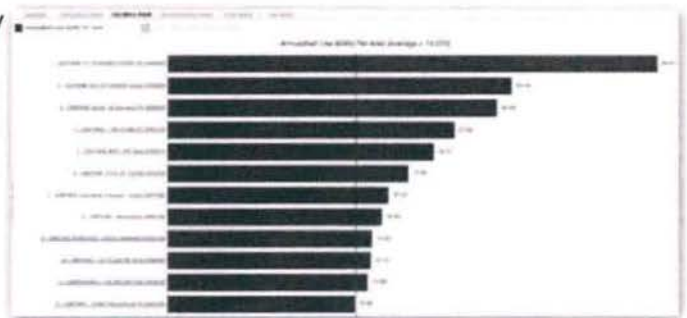
aggregating, and analyzing. In addition, track other electric meter channels (KVAR, power factor, current, voltage, etc.) and any time-series data, including production volume, occupancy, or weather conditions. Associate production with energy use to

Meter Data Converter and Scheduler



calculate, for example, energy used per hotel room stay or widget manufactured.

The Meter Data Converter and Scheduler (MDCS)



enables you to automate and schedule the querying, formatting, and importing of meter reading data from a metering system into your EnergyCAP database.



Benchmarking – ENERGY STAR

Automatically submit your building data to the EPA’s Portfolio Manager in order to benchmark



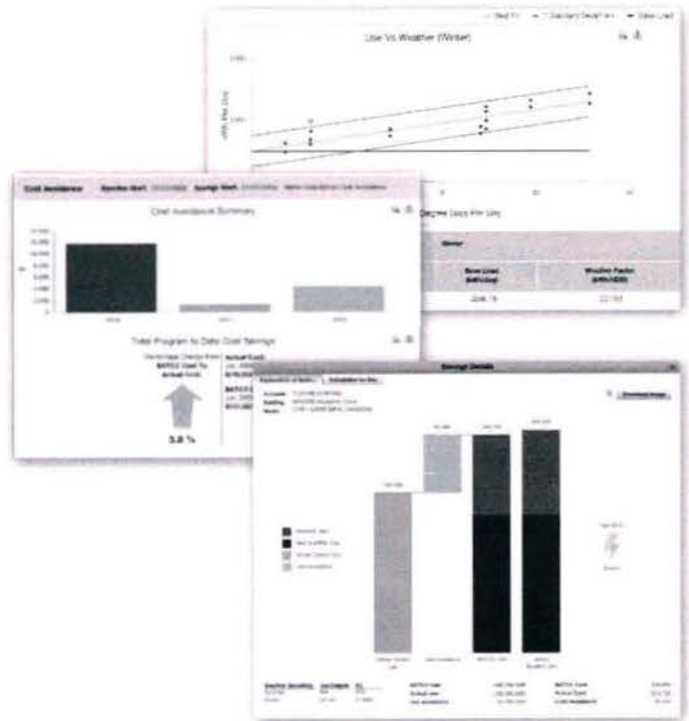
your buildings with their peers and obtain an official ENERGY STAR rating.

Rank and compare all of your organization's buildings within automatically created and user-defined peer groups. Instantly highlight outliers to prioritize energy conservation efforts.

Rank and compare accounts and meters for quick rate analysis. Compare use per day, cost per day, and unit cost.

Greenhouse Gas Emissions

Calculate carbon footprint and report the Greenhouse



Gas emissions resulting from energy use.

Cost Avoidance, M&V, and Weather Normalization

Calculate the savings attributable to energy management by comparing current bills with a normalized baseline year. EnergyCAP's Cost Avoidance module complies with the IPMVP, Section C (www.EVO-World.org) "whole building method" of

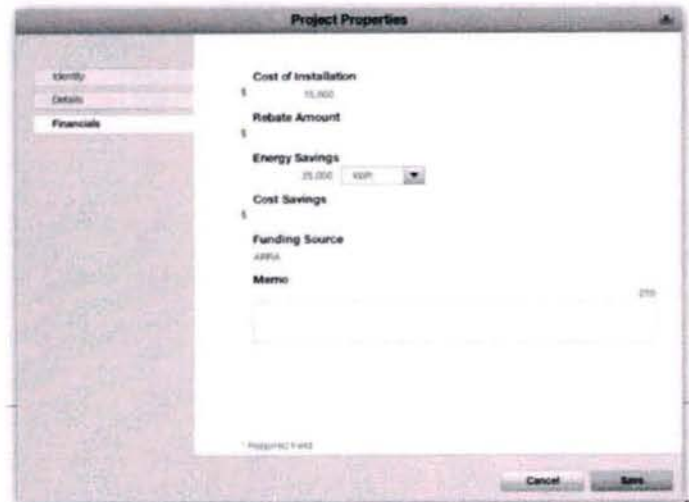


energy savings measurement & verification.

Calendarize utility bill usage and cost data by allocating it to the appropriate calendar month.

Normalize consumption data to a user-defined baseline year for meaningful year-to-year weather adjusted usage comparisons.

Energy Use Intensity



Each user has a login name, password, and list of accessible menus and features. Users can be limited to individual buildings, departments, or organizational levels. Authentication and authorization is a two-step process. Active directory compatible.

Help

Numerous resources are available to assist if you have support questions.

Online searchable User Manual-

<http://Help.EnergyCAP.com>

Technical Videos

Support Line – 877.327.3702

Support Suite & Knowledgebase

EnergyCAP, Inc. Products Pricing Proposal

1/1/2014

BIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NUMBER	PRODUCT DESCRIPTION	Description	UOI	MFC PRICE	GBA (%) DISCOUNT (exclusive of the .75% IFF)	GBA OFFER PRICE (exclusive of the .75% IFF)	GBA OFFER PRICE (inclusive of the .75% IFF)	QUANTITY/VOLUME DISCOUNT	COO
132 33	EnergyCAP, Inc.	ECE-250-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_250_Meters	Base Software License & Maintenance	Per year	\$4,000.00	5%	\$3,800.00	\$3,828.72	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	250-CA_Module	ENT-SL	Cost Avoidance Module_250 Meters	Optional module	Per year	\$1,200.00	5%	\$1,140.00	\$1,148.61	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	250-ID_Module	ENT-SL	Interval Data Module_250_Meters	Optional module	Per year	\$1,000.00	5%	\$950.00	\$957.18	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	250-Chargebacks_Module	ENT-SL	Chargebacks Module_250_Meters	Optional module	Per year	\$1,600.00	5%	\$1,520.00	\$1,531.49	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	250-AP_Interface_Module	ENT-SL	A/P Interface Module_250_Meters	Optional module	Per year	\$1,000.00	5%	\$950.00	\$957.18	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	250-Accrual_Module	ENT-SL	250-Accrual_Module	Optional module	Per year	\$2,000.00	5%	\$1,900.00	\$1,914.36	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-500-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_500_Meters	Base Software License & Maintenance	Per year	\$6,000.00	5%	\$5,700.00	\$5,743.07	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	500-CA_Module	ENT-SL	Cost Avoidance Module_500 Meters	Optional module	Per year	\$1,800.00	5%	\$1,710.00	\$1,722.92	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	500-ID_Module	ENT-SL	Interval Data Module_500_Meters	Optional module	Per year	\$1,500.00	5%	\$1,425.00	\$1,435.77	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	500-Chargebacks_Module	ENT-SL	Chargebacks Module_500_Meters	Optional module	Per year	\$2,400.00	5%	\$2,280.00	\$2,297.23	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	500-AP_Interface_Module	ENT-SL	A/P Interface Module_500_Meters	Optional module	Per year	\$1,500.00	5%	\$1,425.00	\$1,435.77	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	500-Accrual_Module	ENT-SL	Accruals Module_500_Meters	Optional module	Per year	\$3,000.00	5%	\$2,850.00	\$2,871.54	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-1000-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_1000_Meters	Base Software License & Maintenance	Per year	\$10,000.00	5%	\$9,500.00	\$9,571.79	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1000-CA_Module	ENT-SL	Cost Avoidance Module_1000_Meters	Optional module	Per year	\$3,000.00	5%	\$2,850.00	\$2,871.54	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1000-ID_Module	ENT-SL	Interval Data Module_1000_Meters	Optional module	Per year	\$2,500.00	5%	\$2,375.00	\$2,392.95	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1000-Chargebacks_Module	ENT-SL	Chargebacks Module_1000_Meters	Optional module	Per year	\$4,000.00	5%	\$3,800.00	\$3,828.72	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1000-AP_Interface_Module	ENT-SL	A/P Interface Module_1000_Meters	Optional module	Per year	\$2,500.00	5%	\$2,375.00	\$2,392.95	Add 1% on orders of \$100,000 or more	USA

Schedule # 70- Information Technology, Software Services
 Solicitation FCIS-JB-980001B (Refresh # 32)

132 33	EnergyCAP, Inc.	1000-Accrual_Module	ENT-SL	Accruals Module_1000_Meters	Optional module	Per year	\$5,000.00	5%	\$4,750.00	\$4,785.89	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-1500-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_1500_Meters	Base Software License & Maintenance	Per year	\$12,000.00	5%	\$11,400.00	\$11,486.15	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1500-CA_Module	ENT-SL	Cost Avoidance Module_1500_Meters	Optional module	Per year	\$3,600.00	5%	\$3,420.00	\$3,445.84	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1500-ID_Module	ENT-SL	Interval Data Module_1500_Meters	Optional module	Per year	\$3,000.00	5%	\$2,850.00	\$2,871.54	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1500-Chargebacks_Module	ENT-SL	Chargebacks Module_1500_Meters	Optional module	Per year	\$4,800.00	5%	\$4,560.00	\$4,594.46	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1500-AP_Interface_Module	ENT-SL	A/P Interface Module_1500_Meters	Optional module	Per year	\$3,000.00	5%	\$2,850.00	\$2,871.54	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1500-Accrual_Module	ENT-SL	Accruals Module_1500_Meters	Optional module	Per year	\$6,000.00	5%	\$5,700.00	\$5,743.07	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-2000-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_2000_Meters	Base Software License & Maintenance	Per year	\$14,000.00	5%	\$13,300.00	\$13,400.50	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2000-CA_Module	ENT-SL	Cost Avoidance Module_2000_Meters	Optional module	Per year	\$4,200.00	5%	\$3,990.00	\$4,020.15	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2000-ID_Module	ENT-SL	Interval Data Module_2000_Meters	Optional module	Per year	\$3,500.00	5%	\$3,325.00	\$3,350.13	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2000-Chargebacks_Module	ENT-SL	Chargebacks Module_2000_Meters	Optional module	Per year	\$5,600.00	5%	\$5,320.00	\$5,360.20	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2000-AP_Interface_Module	ENT-SL	A/P Interface Module_2000_Meters	Optional module	Per year	\$3,500.00	5%	\$3,325.00	\$3,350.13	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2000-Accrual_Module	ENT-SL	Accruals Module_2000_Meters	Optional module	Per year	\$7,000.00	5%	\$6,650.00	\$6,700.25	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-2500-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_2500_Meters	Base Software License & Maintenance	Per year	\$16,250.00	5%	\$15,437.50	\$15,554.16	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2500-CA_Module	ENT-SL	Cost Avoidance Module_2500_Meters	Optional module	Per year	\$4,875.00	5%	\$4,631.25	\$4,666.25	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2500-ID_Module	ENT-SL	Interval Data Module_2500_Meters	Optional module	Per year	\$4,063.00	5%	\$3,859.85	\$3,889.02	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2500-Chargebacks_Module	ENT-SL	Chargebacks Module_2500_Meters	Optional module	Per year	\$6,500.00	5%	\$6,175.00	\$6,221.66	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2500-AP_Interface_Module	ENT-SL	A/P Interface Module_2500_Meters	Optional module	Per year	\$4,063.00	5%	\$3,859.85	\$3,889.02	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2500-Accrual_Module	ENT-SL	Accruals Module_2500_Meters	Optional module	Per year	\$8,125.00	5%	\$7,718.75	\$7,777.08	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-3500-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_3500_Meters	Base Software License & Maintenance	Per year	\$21,000.00	5%	\$19,950.00	\$20,100.76	Addl 1% on orders of \$100,000 or more	USA

Schedule # 70- Information Technology, Software Services
 Solicitation FCIIS-18-000018 (Refresh # 32)

132 33	EnergyCAP, Inc.	3500-CA_Module	ENT-SL	Cost Avoidance Module_3500_Meters	Optional module	Per year	\$6,300.00	5%	\$5,985.00	\$6,030.23	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	3500-ID_Module	ENT-SL	Interval Data Module_3500_Meters	Optional module	Per year	\$5,250.00	5%	\$4,987.50	\$5,025.19	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	3500-Chargebacks_Module	ENT-SL	Chargebacks Module_3500_Meters	Optional module	Per year	\$8,400.00	5%	\$7,980.00	\$8,040.30	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	3500-AP_Interface_Module	ENT-SL	A/P Interface Module_3500_Meters	Optional module	Per year	\$5,250.00	5%	\$4,987.50	\$5,025.19	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	3500-Accrual_Module	ENT-SL	Accruals Module_3500_Meters	Optional module	Per year	\$10,500.00	5%	\$9,975.00	\$10,050.38	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-5000-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_5000_Meters	Base Software License & Maintenance	Per year	\$27,500.00	5%	\$26,125.00	\$26,322.42	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	5000-CA_Module	ENT-SL	Cost Avoidance Module_5000_Meters	Optional module	Per year	\$8,250.00	5%	\$7,837.50	\$7,896.73	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	5000-ID_Module	ENT-SL	Interval Data Module_5000_Meters	Optional module	Per year	\$6,875.00	5%	\$6,531.25	\$6,580.60	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	5000-Chargebacks_Module	ENT-SL	Chargebacks Module_5000_Meters	Optional module	Per year	\$11,000.00	5%	\$10,450.00	\$10,528.97	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	5000-AP_Interface_Module	ENT-SL	A/P Interface Module_5000_Meters	Optional module	Per year	\$6,875.00	5%	\$6,531.25	\$6,580.60	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	5000-Accrual_Module	ENT-SL	Accruals Module_5000_Meters	Optional module	Per year	\$13,750.00	5%	\$13,062.50	\$13,161.21	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-7500-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_7500_Meters	Base Software License & Maintenance	Per year	\$37,500.00	5%	\$35,625.00	\$35,894.21	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	7500-CA_Module	ENT-SL	Cost Avoidance Module_7500_Meters	Optional module	Per year	\$8,250.00	5%	\$7,837.50	\$7,896.73	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	7500-ID_Module	ENT-SL	Interval Data Module_7500_Meters	Optional module	Per year	\$6,875.00	5%	\$6,531.25	\$6,580.60	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	7500-Chargebacks_Module	ENT-SL	Chargebacks Module_7500_Meters	Optional module	Per year	\$11,000.00	5%	\$10,450.00	\$10,528.97	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	7500-AP_Interface_Module	ENT-SL	A/P Interface Module_7500_Meters	Optional module	Per year	\$6,875.00	5%	\$6,531.25	\$6,580.60	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	7500-Accrual_Module	ENT-SL	Accruals Module_7500_Meters	Optional module	Per year	\$13,750.00	5%	\$13,062.50	\$13,161.21	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-10,000-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_10,000_Meters	Base Software License & Maintenance	Per year	\$45,000.00	5%	\$42,750.00	\$43,073.05	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000-CA_Module	ENT-SL	Cost Avoidance Module_10,000_Meters	Optional module	Per year	\$13,500.00	5%	\$12,825.00	\$12,921.91	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000-ID_Module	ENT-SL	Interval Data Module_10,000_Meters	Optional module	Per year	\$11,250.00	5%	\$10,687.50	\$10,768.26	Addl 1% on orders of \$100,000 or more	USA

Schedule # 70- Information Technology, Software Services
 Revision: FC(S)-IB-R80001R (Refresh # 32)

132 33	EnergyCAP, Inc.	10,000-Chargebacks_Module	ENT-SL	Chargebacks Module_10,000_Meters	Optional module	Per year	\$18,000.00	5%	\$17,100.00	\$17,229.22	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000-AP_Interface_Module	ENT-SL	A/P Interface Module_10,000_Meters	Optional module	Per year	\$11,250.00	5%	\$10,687.50	\$10,768.26	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000-Accrual_Module	ENT-SL	Accruals Module_10,000_Meters	Optional module	Per year	\$22,500.00	5%	\$21,375.00	\$21,536.52	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-10,000+BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_10,000+_Meters	Base Software License & Maintenance	Per meter per year	\$4.00	5%	\$3.80	\$3.83	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000+CA_Module	ENT-SL	Cost Avoidance Module_10,000+_Meters	Optional module	Per meter per year	\$1.20	5%	\$1.14	\$1.15	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000+ID_Module	ENT-SL	Interval Data Module_10,000+_Meters	Optional module	Per meter per year	\$1.00	5%	\$0.95	\$0.96	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000+Chargebacks_Module	ENT-SL	Chargebacks Module_10,000+_Meters	Optional module	Per meter per year	\$1.60	5%	\$1.52	\$1.53	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000+AP_Interface_Module	ENT-SL	A/P Interface Module_10,000+_Meters	Optional module	Per meter per year	\$1.00	5%	\$0.95	\$0.96	Add 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000+Accrual_Module	ENT-SL	Accruals Module_10,000+_Meters	Optional module	Per meter per year	\$1.00	5%	\$0.95	\$0.96	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-250-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_250_Meters	Base Software License	Up to 250 meters	\$14,000.00	5%	\$13,300.00	\$13,400.50	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	250-CA_Module	ENT-SL	Cost Avoidance Module_250_Meters	Optional module	Up to 250 meters	\$4,200.00	5%	\$3,990.00	\$4,020.15	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	250-ID_Module	ENT-SL	Interval Data Module_250_Meters	Optional module	Up to 250 meters	\$3,500.00	5%	\$3,325.00	\$3,350.13	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	250-Chargebacks_Module	ENT-SL	Chargebacks Module_250_Meters	Optional module	Up to 250 meters	\$5,600.00	5%	\$5,320.00	\$5,360.20	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	250-AP_Interface_Module	ENT-SL	A/P Interface Module_250_Meters	Optional module	Up to 250 meters	\$3,500.00	5%	\$3,325.00	\$3,350.13	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	250-Accrual_Module	ENT-SL	Accruals Module_250_Meters	Optional module	Up to 250 meters	\$7,000.00	5%	\$6,650.00	\$6,700.25	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-500-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_500_Meters	Base Software License	Up to 500 meters	\$21,000.00	5%	\$19,950.00	\$20,100.76	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	500-CA_Module	ENT-SL	Cost Avoidance Module_500_Meters	Optional module	Up to 500 meters	\$6,300.00	5%	\$5,985.00	\$6,030.23	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	500-ID_Module	ENT-SL	Interval Data Module_500_Meters	Optional module	Up to 500 meters	\$5,250.00	5%	\$4,987.50	\$5,025.19	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	500-Chargebacks_Module	ENT-SL	Chargebacks Module_500_Meters	Optional module	Up to 500 meters	\$8,400.00	5%	\$7,980.00	\$8,040.30	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	500-AP_Interface_Module	ENT-SL	A/P Interface Module_500_Meters	Optional module	Up to 500 meters	\$5,250.00	5%	\$4,987.50	\$5,025.19	Add 1% on orders of \$100,000 or more	USA

Schedule # 70-- Information Technology, Software Services
 Solicitation FCIS-JR-880001B (Refresh # 32)

132 32	EnergyCAP, Inc.	500-Accrual_Module	ENT-SL	Accruals Module_500_Meters	Optional module	Up to 500 meters	\$10,500.00	5%	\$9,975.00	\$10,050.38	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-1000-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_1000_Meters	Base Software License	Up to 1000 meters	\$35,000.00	5%	\$33,250.00	\$33,501.26	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1000-CA_Module	ENT-SL	Cost Avoidance Module_1000_Meters	Optional module	Up to 1000 meters	\$10,500.00	5%	\$9,975.00	\$10,050.38	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1000-ID_Module	ENT-SL	Interval Data Module_1000_Meters	Optional module	Up to 1000 meters	\$8,750.00	5%	\$8,312.50	\$8,375.31	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1000-Chargebacks_Module	ENT-SL	Chargebacks Module_1000_Meters	Optional module	Up to 1000 meters	\$14,000.00	5%	\$13,300.00	\$13,400.50	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1000-AP_Interface_Module	ENT-SL	A/P Interface Module_1000_Meters	Optional module	Up to 1000 meters	\$8,750.00	5%	\$8,312.50	\$8,375.31	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1000-Accrual_Module	ENT-SL	Accruals Module_1000_Meters	Optional module	Up to 1000 meters	\$17,500.00	5%	\$16,625.00	\$16,750.63	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-1500-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_1500_Meters	Base Software License	Up to 1500 meters	\$42,000.00	5%	\$39,900.00	\$40,201.51	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1500-CA_Module	ENT-SL	Cost Avoidance Module_1500_Meters	Optional module	Up to 1500 meters	\$12,600.00	5%	\$11,970.00	\$12,060.45	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1500-ID_Module	ENT-SL	Interval Data Module_1500_Meters	Optional module	Up to 1500 meters	\$10,500.00	5%	\$9,975.00	\$10,050.38	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1500-Chargebacks_Module	ENT-SL	Chargebacks Module_1500_Meters	Optional module	Up to 1500 meters	\$16,800.00	5%	\$15,960.00	\$16,080.60	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1500-AP_Interface_Module	ENT-SL	A/P Interface Module_1500_Meters	Optional module	Up to 1500 meters	\$10,500.00	5%	\$9,975.00	\$10,050.38	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1500-Accrual_Module	ENT-SL	Accruals Module_1500_Meters	Optional module	Up to 1500 meters	\$21,000.00	5%	\$19,950.00	\$20,100.76	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-2000-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_2000_Meters	Base Software License	Up to 2000 meters	\$49,000.00	5%	\$46,550.00	\$46,901.76	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2000-CA_Module	ENT-SL	Cost Avoidance Module_2000_Meters	Optional module	Up to 2000 meters	\$14,700.00	5%	\$13,965.00	\$14,070.53	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2000-ID_Module	ENT-SL	Interval Data Module_2000_Meters	Optional module	Up to 2000 meters	\$12,250.00	5%	\$11,637.50	\$11,725.44	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2000-Chargebacks_Module	ENT-SL	Chargebacks Module_2000_Meters	Optional module	Up to 2000 meters	\$19,600.00	5%	\$18,620.00	\$18,760.71	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2000-AP_Interface_Module	ENT-SL	A/P Interface Module_2000_Meters	Optional module	Up to 2000 meters	\$12,250.00	5%	\$11,637.50	\$11,725.44	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2000-Accrual_Module	ENT-SL	Accruals Module_2000_Meters	Optional module	Up to 2000 meters	\$24,500.00	5%	\$23,275.00	\$23,450.88	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-2500-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_2500_Meters	Base Software License	Up to 2500 meters	\$56,875.00	5%	\$54,031.25	\$54,439.55	Add 1% on orders of \$100,000 or more	USA

Schedule # 70- Information Technology, Software Services
 Solicitation FCI(S)-IB-980001B (Refresh # 32)

132 32	EnergyCAP, Inc.	2500-CA_Module	ENT-SL	Cost Avoidance Module_2500_Meters	Optional module	Up to 2500 meters	\$17,063.00	5%	\$16,209.85	\$16,332.34	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2500-ID_Module	ENT-SL	Interval Data Module_2500_Meters	Optional module	Up to 2500 meters	\$14,219.00	5%	\$13,508.05	\$13,610.13	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2500-Chargebacks_Module	ENT-SL	Chargebacks Module_2500_Meters	Optional module	Up to 2500 meters	\$22,750.00	5%	\$21,612.50	\$21,775.82	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2500-AP_Interface_Module	ENT-SL	A/P Interface Module_2500_Meters	Optional module	Up to 2500 meters	\$14,219.00	5%	\$13,508.05	\$13,610.13	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2500-Accrual_Module	ENT-SL	Accruals Module_2500_Meters	Optional module	Up to 2500 meters	\$28,438.00	5%	\$27,016.10	\$27,220.25	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-3500-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_3500_Meters	Base Software License	Up to 3500 meters	\$73,500.00	5%	\$69,825.00	\$70,352.64	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	3500-CA_Module	ENT-SL	Cost Avoidance Module_3500_Meters	Optional module	Up to 3500 meters	\$22,050.00	5%	\$20,947.50	\$21,105.79	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	3500-ID_Module	ENT-SL	Interval Data Module_3500_Meters	Optional module	Up to 3500 meters	\$18,375.00	5%	\$17,456.25	\$17,588.16	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	3500-Chargebacks_Module	ENT-SL	Chargebacks Module_3500_Meters	Optional module	Up to 3500 meters	\$29,400.00	5%	\$27,930.00	\$28,141.06	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	3500-AP_Interface_Module	ENT-SL	A/P Interface Module_3500_Meters	Optional module	Up to 3500 meters	\$18,375.00	5%	\$17,456.25	\$17,588.16	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	3500-Accrual_Module	ENT-SL	Accruals Module_3500_Meters	Optional module	Up to 3500 meters	\$36,750.00	5%	\$34,912.50	\$35,176.32	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-5000-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_5000_Meters	Base Software License	Up to 5000 meters	\$96,250.00	5%	\$91,437.50	\$92,128.46	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	5000-CA_Module	ENT-SL	Cost Avoidance Module_5000_Meters	Optional module	Up to 5000 meters	\$28,875.00	5%	\$27,431.25	\$27,638.54	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	5000-ID_Module	ENT-SL	Interval Data Module_5000_Meters	Optional module	Up to 5000 meters	\$24,063.00	5%	\$22,859.85	\$23,032.59	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	5000-Chargebacks_Module	ENT-SL	Chargebacks Module_5000_Meters	Optional module	Up to 5000 meters	\$38,500.00	5%	\$36,575.00	\$36,851.39	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	5000-AP_Interface_Module	ENT-SL	A/P Interface Module_5000_Meters	Optional module	Up to 5000 meters	\$24,063.00	5%	\$22,859.85	\$23,032.59	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	5000-Accrual_Module	ENT-SL	Accruals Module_5000_Meters	Optional module	Up to 5000 meters	\$48,125.00	5%	\$45,718.75	\$46,064.23	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-7500-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_7500_Meters	Base Software License	Up to 7500 meters	\$131,250.00	5%	\$124,687.50	\$125,629.72	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	7500-CA_Module	ENT-SL	Cost Avoidance Module_7500_Meters	Optional module	Up to 7500 meters	\$39,375.00	5%	\$37,406.25	\$37,688.92	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	7500-ID_Module	ENT-SL	Interval Data Module_7500_Meters	Optional module	Up to 7500 meters	\$32,813.00	5%	\$31,172.35	\$31,407.91	Add 1% on orders of \$100,000 or more	USA

Schedule # 70- Information Technology, Software Services
 Solicitation FCIS-JB-080001B (Refresh # 32)

132 32	EnergyCAP, Inc.	7500- Chargebacks_Module	ENT-SL	Chargebacks Module_7500_Meters	Optional module	Up to 7500 meters	\$52,500.00	5%	\$49,875.00	\$50,251.89	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	7500- AP_Interface_Module	ENT-SL	A/P Interface Module_7500_Meters	Optional module	Up to 7500 meters	\$32,813.00	5%	\$31,172.35	\$31,407.91	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	7500-Accrual_Module	ENT-SL	Accruals Module_7500_Meters	Optional module	Up to 7500 meters	\$65,625.00	5%	\$62,343.75	\$62,814.86	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-10,000-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_10,000_Meters	Base Software License	Up to 10,000 meters	\$157,500.00	5%	\$149,625.00	\$150,755.67	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000-CA_Module	ENT-SL	Cost Avoidance Module_10,000_Meters	Optional module	Up to 10,000 meters	\$47,250.00	5%	\$44,887.50	\$45,226.70	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000-ID_Module	ENT-SL	Interval Data Module_10,000_Meters	Optional module	Up to 10,000 meters	\$39,375.00	5%	\$37,406.25	\$37,688.92	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000- Chargebacks_Module	ENT-SL	Chargebacks Module_10,000_Meters	Optional module	Up to 10,000 meters	\$63,000.00	5%	\$59,850.00	\$60,302.27	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000- AP_Interface_Module	ENT-SL	A/P Interface Module_10,000_Meters	Optional module	Up to 10,000 meters	\$39,375.00	5%	\$37,406.25	\$37,688.92	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000-Accrual_Module	ENT-SL	Accruals Module_10,000_Meters	Optional module	Up to 10,000 meters	\$78,750.00	5%	\$74,812.50	\$75,377.83	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-10,000+BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_10,000+_Meters	Base Software License	Per meter	\$14.00	5%	\$13.30	\$13.40	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000+-CA_Module	ENT-SL	Cost Avoidance Module_10,000+_Meters	Optional module	Per meter	\$4.20	5%	\$3.99	\$4.02	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000+-ID_Module	ENT-SL	Interval Data Module_10,000+_Meters	Optional module	Per meter	\$3.50	5%	\$3.33	\$3.35	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000+- Chargebacks_Module	ENT-SL	Chargebacks Module_10,000+_Meters	Optional module	Per meter	\$5.60	5%	\$5.32	\$5.36	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000+- AP_Interface_Module	ENT-SL	A/P Interface Module_10,000+_Meters	Optional module	Per meter	\$3.50	5%	\$3.33	\$3.35	Add 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000+- Accrual_Module	ENT-SL	Accruals Module_10,000+_Meters	Optional module	Per meter	\$7.00	5%	\$6.65	\$6.70	Add 1% on orders of \$100,000 or more	USA
132 34	EnergyCAP, Inc.	SFTWR_MAINT_PERPET	E-ECMA	EnergyCAP Maintenance Agreement (ECMA)	Annual software maintenance and support service agreement. Includes software technical support, software upgrades, and access to weather data, GHG conversion factors, and interface to ENERGY STAR's Portfolio Manager.	Of perpetual software license fee per year	\$0.16	5%	\$0.15	\$0.15	Add 1% on orders of \$100,000 or more	USA
132 34	EnergyCAP, Inc.	SFTWR_IMPLMENT	ENT-IMP	Software Implementation Services	Implementation services	per hour	\$150.00	5%	\$142.50	\$143.58	Add 1% on orders of \$100,000 or more	USA

132 52	EnergyCAP, Inc.	HOSTING	E-DB Hosting	EnergyCAP Database Hosting	Database hosting service	meter w/ \$2,500 per year	\$1.00	5%	\$0.95	\$0.96	Add 1% on orders of \$100,000 or more	USA
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Most Favored Customer's Discount or Discount Range (MFC) 0%
 GSA's Discount or Discount Range W/O IFF 5%

EnergyCAP, Inc. Training Courses Pricing Proposal

1/1/2014

SIN(s) PROPOSED	Course Title	Course Length	Minimum Participants	Maximum Participants	Price per Student per Day (based on Max attendance)	Price Per Course or Per Person	MFC PRICE	GSA(%) DISCOUNT (exclusive of the .75% IFF)	PRICE OFFERED TO GSA (excluding IFF)	PRICE OFFERED TO GSA (including IFF)	QUANTITY/VOLUME DISCOUNT
132 50	Online Software Training Session	One Hour	1	999	200	Per Person/ Per hour	\$200.00	5%	\$190.00	\$191.44	Add 1% on orders of \$100,000
132 50	OnSite Software Training: Two six-hour days in Eastern or Central time zone	Two Six Hour Days	1	30	N/A	Per Course	\$5,500.00	5%	\$5,225.00	\$5,264.48	Add 1% on orders of \$100,000
132 50	OnSite Software Training: Two six-hour days in Mountain or Pacific time zone	Two Six Hour Days	1	30	N/A	Per Course	\$6,500.00	5%	\$6,175.00	\$6,221.66	Add 1% on orders of \$100,000

Most Favored Customer's Discount or Discount Range (MFC) 0%
 GSA's Discount or Discount Range W/O IFF 5%

5. Products & Services Price List

This portion intentionally left blank.

6. Distribution Points

The EnergyCAP software described herein may only be purchased from EnergyCAP, Inc., the application's developer and sole source.

EnergyCAP products are produced at and supported from EnergyCAP, Inc.'s headquarters location in State College, PA, USA. The personnel providing EnergyCAP software training are also located at the State College, PA office.

7. Participating Dealers

The EnergyCAP software application and related services described herein are only available from EnergyCAP, Inc., the application's developer and sole source.



Complete Bill Processing Solution

EnergyCAP, Inc. (ECI) offers a complete solution for utility bill processing and data management. EnergyCAP's Bill CAPture™ service meets your data entry, auditing, and reporting needs while saving you time and improving your bottom line.

With more than 30 years of hands-on experience, ECI delivers the same value and peace-of-mind with Bill CAPture that made us America's #1 utility bill management software. We aim to set you free from the challenges of bill processing, while providing you with more time and resources to use the advanced features of EnergyCAP to perform the other duties of your job.



Utility invoice formats and accessibility vary widely from vendor to vendor. Through the use of industry-leading technologies, EnergyCAP's Bill CAPture handles utility bills in a variety of formats:

- Scanned Images (via FTP Transfer or Website Download)
- EDI 810 Files
- Non-EDI Files (XLS, CSV, TXT, etc.)
- Paper Bills Mailed to ECI

Bill CAPture accesses sophisticated electronic mapping tools for EDI and non-EDI electronic files. Where electronic files are not available, we use Optical Character Recognition (OCR) to convert scanned bill images into EnergyCAP bill import files. With either method, all charges and line item details are captured allowing you to make use of your utility bill information in EnergyCAP to its fullest.

If you already outsource bill processing to a service provider, we can work with them to move your data into EnergyCAP. This integrated process brings you advanced energy reporting; ENERGY STAR ratings; energy management; measurement and verification; cost avoidance calculations; weather normalization; A/P integration; campus chargebacks; splits and re-billings; greenhouse gas reporting; and more.



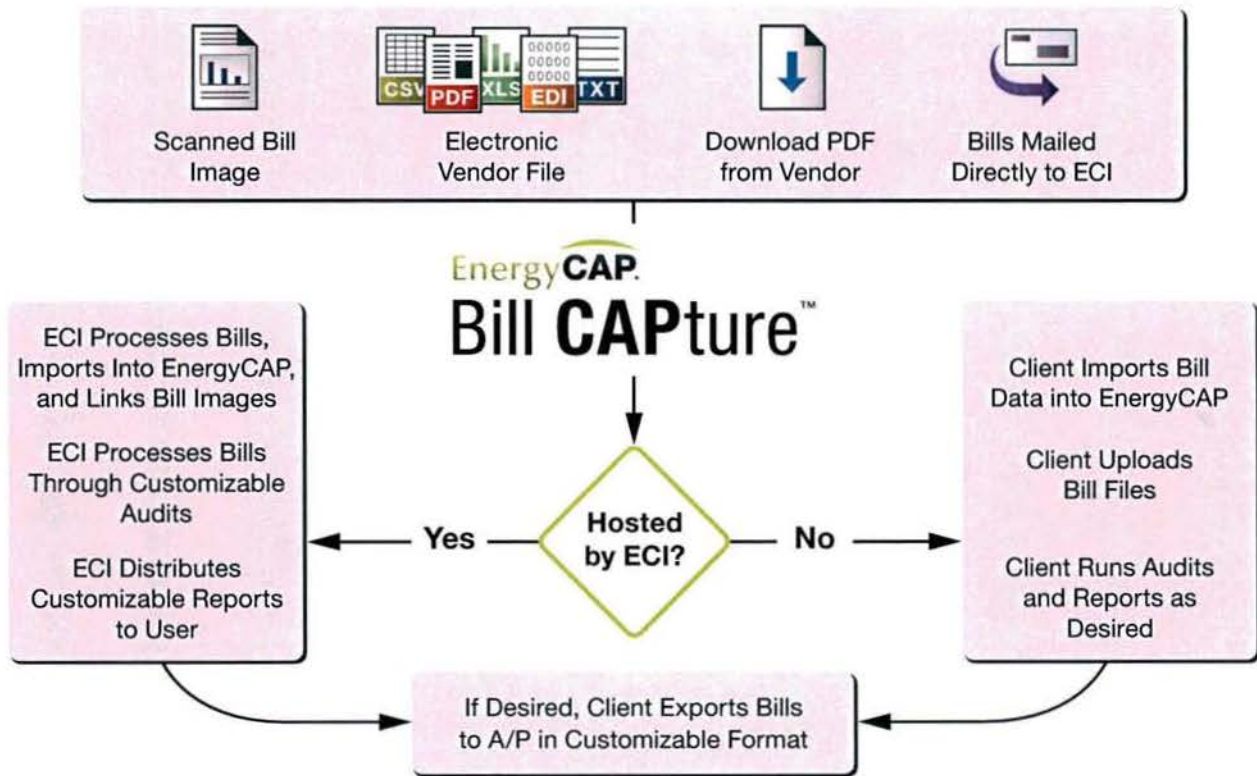
How It Works

If you host your EnergyCAP database, we transform your bills into a “Ready-to-Import” file that can be loaded into your self-hosted environment with a few simple steps. If ECI hosts your EnergyCAP database, we go a few steps further by loading and auditing your bills, uploading your bill images, and distributing customizable batch and audit reports.



Bills are imported into your EnergyCAP database (or delivered to self-hosted clients) within five business days of receipt—even sooner if Bill CAPture is part of your organization’s payment processing. Upon entry into EnergyCAP, your utility bill data is immediately accessible for additional auditing, analysis, and reporting.

Billing data can be exported from EnergyCAP in a format that is ready to import into your accounts payable system. The integration of EnergyCAP with an accounting system greatly streamlines the bill payment process by eliminating repetitive data entry and assures that invoices are audited and approved before they are paid.



Are you ready to save time and money with your bill processing? Get started today by contacting us at 877.327.3702 or sales@EnergyCAP.com.



EnergyCAP System Requirements, Hosting Service, Data Security & Architecture

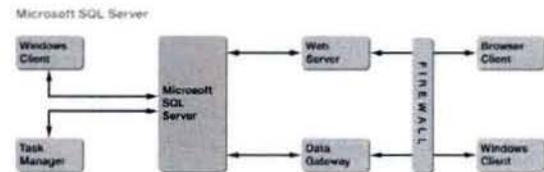
Last revised 10/20/2014

Contents

Architecture and Deployment Options	2
EnergyCAP Database Hosted By Licensee	2
Database Server Minimum Specifications.....	2
Web Server Minimum Specifications.....	4
EnergyCAP’s Hosting Service	4
Database Maintenance.....	4
Server Security	5
Data Ownership & Confidentiality.....	6
EnergyCAP Installed Application	6
Application Security	6
Application Authentication	7
Active Directory Authentication	7
Database Authentication.....	7
System Requirements	8
Technology	9
Database Connectivity.....	9
Data Reporting System.....	9
Deployment	9
FAQs	9

Architecture and Deployment Options

EnergyCAP uses the powerful Microsoft SQL Server for data storage and processing, which enables the tracking of an unlimited number of bills, accounts, meters, and buildings. Host your own EnergyCAP database, or we will host it for you in our commercial datacenter.



There are two client applications of EnergyCAP that connect to the database, both are used in parallel. The Web Browser Client and the Installed Windows Client. In general the Windows Client is used by power-users and administrators.

Web Browser Client



Installed Windows Client



EnergyCAP Database Hosted By Licensee

Following are minimum system requirements for the database and web servers:

Database Server Minimum Specifications

SQL Server 2008R2 or later

- The hosting environment of EnergyCAP, Inc. runs SQL Server 2008 R2
- 32 and 64 bit supported
- Local user authentication or mixed mode required

Performance Guidelines:

SQL Server performance is usually the biggest factor in a positive EnergyCAP experience. While there are many, larger documents that detail the best practices for setting up and tuning SQL Server, the most basic guidelines we can provide are as follows.

- For best performance on a server, SQL Server should be the only application running on the server, other than management utilities. Don't locate IIS or MTS server on the same server as SQL Server. Not only does this hurt SQL Server's performance, but it also makes it more difficult to performance tune and troubleshoot SQL Server.



- **RAM**-This is probably the most significant piece of hardware that affects SQL Server's performance. Ideally, the entire database should fit into RAM; therefore, ECI recommends installing all the RAM the server can handle. There is no such thing as too much RAM. A general rule of thumb is to maintain more RAM (If possible) than the size of your database. SQL Server will use as much RAM as possible to enhance paging and caching.
- **I/O Subsystem**-After RAM, the I/O subsystem is the most important piece of hardware to affect SQL Server's performance. At the very minimum, purchase hardware-based RAID for the database. As a rule of thumb, ECI recommends installing more, smaller drives, not fewer, larger drives in the array. For large, active EnergyCAP databases, the single most important I/O number to understand is IOPS on the SQL server. Our hosted environment typically reaches 7,000+ IOPS on reads to achieve the best throughput possible.
- **Network Connection**-At the server, have at least one 1GB network card, and it should be connected to a switch.

Hardware specifications are dependent upon database size, features utilized, and desired performance. The database server should not host any applications other than SQL.

RAID drive setup: In accordance with Microsoft's suggested SQL Server setup, ECI recommends that the operating system, the log files, and the data files all exist on separate independent disk channels. Although the database server will likely perform adequately in a less optimal configuration, better performance will be realized if the basic guidelines provided below are followed. Specific organization DBAs might have other requirements or setup configurations that enhance the basic standards:

- Fewer than 1,500 meters: Xeon Dual/Quad-core, 2.0 GHz or better, 8 GB RAM, 5 GB(see below) hard drive space
- More than 1,500 and fewer than 3,000 meters: Xeon Dual/Quad Core, 2.5 GHz or better, 16 GB RAM, 10 GB hard drive
- More than 3,000 meters: Dual Xeon processors, Dual/Quad Core, 2.5GHz or better, 32 GB RAM, 30 GB hard drive, suggested RAID configuration
- A more capable server will be needed when any of the following applies:
 1. Over five years of historical bills
 2. More than 50 interval data channels
 3. Frequent data imports

Based on analyses of client databases with historical and active data, a general "rule-of-thumb" shows that an EnergyCAP database will grow at approximately 20 Kb/bill for bill data only. Therefore, the following are estimates of required storage space:

- 1000 bills/month = 12,000/year = ~240MB/year
- 2000 bills/month = 24,000/year = ~480MB/year
- 5000 bills/month = 60,000/year = ~1.2GB/year



The above estimates do not take into account additional requirements for non-bill data, such as interval channel data, complicated bill splits or virtual setup, bill images, etc. Database growth rate is determined by each licensee's specific setup.

Web Server Minimum Specifications

- Windows 2008R2 Web/Standard/Enterprise or greater
- 2GB RAM
- Xeon Dual/Quad core, 1.6GHz or better
- ASP enabled
- .NET 4.5 or greater
- Microsoft IIS Web Server 7.5 or greater
- Port determined by web admin
- The web server can be shared with other web services or on the database server; however, network/security administration standards usually recommend not having the application/Web server running on a database server.

Note that EnergyCAP utilizes the Crystal Report Runtime engine, which may interfere with other Web applications. Although many clients have successfully installed EnergyCAP online alongside other web applications, ECI cannot support issues caused by other applications running on the same server.

EnergyCAP's Hosting Service

EnergyCAP, Inc. ("ECI") offers the option of hosting Licensee's EnergyCAP database on hardware owned and maintained by ECI. Equipment is located in Pittsburgh, PA in a commercial co-location facility that has secure access, redundant high speed Internet access and redundant power supply. Details on the datacenter can be found at <https://www.expedient.com/data-centers/pittsburgh-allegany-data-center/>.

The co-location facility is a SSAE 16 certified unit. All access to facility is by appointment only, greeted and escorted by guards and other personnel. Each room is locked using biometric and keytag/pinpad access panels. All sections are monitored with CCTVs (including parking areas), and server racks are also individually locked and can only be opened by hosting staff.

System availability over 5+ years has exceeded 99% during normal business hours. Guaranteed system availability is 98% during customary Eastern Time Zone office hours. Licensee shall be entitled to a credit of \$500 on the next invoice if system availability falls below 98% for the prior quarter.

ECI can store scanned copies of utility bills or other electronic files for use with EnergyCAP. If additional non-production databases are needed for testing and/or demo purposes, additional fees will apply.

Database Maintenance

Each Licensee's EnergyCAP database(s) will be backed up nightly to on-site and off-site locations. Because EnergyCAP is not an originator of data but a consumer, daily backups have typically been acceptable for most clients. Other arrangements can be made upon request and are subject to additional fees.

Additional operational procedures are as follows:

- The local and offsite backup software uses 448-bit Blowfish encryption for stored data.
- Symantec Endpoint Protection is installed on all Windows servers.
- Firewall and network device logs are collected to a central SysLog server. At this time, the logs are not actively mined for security anomalies as a first line of detection.
- Data-level backups occur nightly at this time, although varied backups schedules can be accommodated as needed and are subject to additional fees.
- Total hardware failure at collocation would cause an outage anywhere between four and 12 hours for 100% production.
- Having recently moved to new facilities and revising our network and security plans, the DR (database recovery) plan is still in process. Both system level images and file level backups are held offsite at a second office location, which is currently used as a business continuity location.
- All data is located on NAS in a RAID configuration. This data is then backed up offsite (to main ECI office). In general hardware failure, services should be able to fail over to secondary units with an hour.
- The majority of services at collocation have a redundant secondary unit, with shared storage. If the hardware of a virtual server fails, items are restarted on secondary units. Database servers also have a secondary unit, which in the case of hardware failure the secondary unit is given the database backup dumps and becomes the primary unit.
- SLA with the hosting location makes sure ECI is notified of all incidents within 24 hours.

Server Security

ECI's Information Technology Department, led by the Chief Information Officer, is responsible for maintaining the company's servers and the applications and operating systems on the servers:

- All applications and operating systems are patched with the latest official releases from the manufactures.
- All systems are located behind Cisco firewall equipment, with limited incoming and outgoing connections.
- Anti-virus software is installed on all servers and ECI-managed systems. The anti-virus applications are monitored by a local network server and audited daily for failure notifications.
- Anti-virus updates are pushed out daily as needed, with weekly manufacturer updates for all connected clients.
- All servers are accessed through remote connections.
- No screen savers are active; however, RDP screens lock after 10 minutes of idle time, and SSH connections to Linux servers terminate after 15 minutes of idle time.
- No automated system timeouts are currently built into the installed EnergyCAP client; however, the licensee can define the timeout period in EnergyCAP's web client.



Data Ownership & Confidentiality

Ownership of proprietary EnergyCAP SQL database schema resides with ECI. Database schema includes database design elements, to include: table and field design; indexes and triggers; stored procedures, scripts and views.

ECI shall treat Licensee databases as confidential information and shall not release, divulge, or provide access to data by any third parties without the prior consent of Licensee:

- The EnergyCAP application does not store or process any personal information aside from Username.
- EnergyCAP utilizes secure Web and FTP traffic as needed for implementation and other client projects.
- EnergyCAP does not encrypt database files. Communication between the installed workstation or Web application can use SSL encryption (128-bit) for all data transfer on a site-to-site basis.

EnergyCAP Installed Application

The following specifications and information apply to the installed EnergyCAP client and the web browser client.

Application Security

User authentication is required to log in to the EnergyCAP application. The authentication process uses non-reversible SHA-1 passwords:

- The EnergyCAP application is typically installed on individual workstations by an Administrator employed by the Licensee. Once installed, the application can be used by a non-administrator.
- Some configuration/INI files in the application directory need to be writable by the user for configuration changes.
- All users must have a username created in the EnergyCAP application/database. Authentication can occur against an Active Directory domain—wherein no encrypted password is stored in the DB—or through a password set and stored through the application.
- EnergyCAP uses least-privileged concept when assigning access levels. No user rights are granted initially, but must be configured individually or via a role assignment.
- Strong password requirements and password expiration dates may be enforced through the EnergyCAP application.
- No password data is transmitted in the clear for any EnergyCAP operation IF SSL is used for web communications.
- For installed applications connecting to ECI-hosted databases, the installed application uses HTTP(S) for communication. ECI honors WININET settings for proxy and such, as set through Internet Explorer.

EnergyCAP's web application, which is written in Adobe Flex, applies the user access parameters established in the installed application. The only difference between the installed and web application is that the login screen does not ask for an Active Directory domain. Instead, when the user is authenticated, EnergyCAP checks to see if the user should be authenticated against Active Directory and does so, if needed.

To accomplish authentication, the web services utilize .NET LDAP protocols to hook into Active Directory.



Setup of the LDAP configuration strings are explained separately in the web application install document. Because EnergyCAP uses a configured search string, it should be understood that the authentication page cannot search multiple domains in a forest. ECI also assumes that, if authenticating Active Directory users via the web browser, SSL will be enabled.

A session “token” is used for session authentication and timeout control. Authentication takes place server-side, and the token is required for all subsequent data exchange.

Additional notes about EnergyCAP’s web application:

- Some Flash-based client-side “cookies” are utilized to save application state.
- The application supports SSL V3 at the browser level/ IIS level if configured appropriately.
- At this time, no cookies are used for SSO.

Application Authentication

Usernames are setup inside of the EnergyCAP application. As users are setup, they can either be given an EnergyCAP password which is stored as SHA-1 or be authenticated against an Active Directory domain. If the username is listed as being an Active Directory user, then that is the only way they can successfully authenticate to use the program.

Active Directory Authentication

When using EnergyCAP, there are two stages of authentication that must occur for the user to gain access to the database and begin using the program:

1. The database connection used by the EnergyCAP application is authenticated by the database server
2. The EnergyCAP application authenticates the user in the database itself

Both of these processes are now Active Directory compliant. It is assumed that Active Directory authentication, whether to the SQL server or into EnergyCAP, will only be attempted on a computer that is already trusted by the domain, ie. a computer that is joined to the domain.

Logging into EnergyCAP with an Active Directory User:

1. From the login screen, enter the username and password of the Active Directory user
2. Select the correct Datasource from the dropdown list.
3. CHECK the box labeled “Login using Active Directory”
4. Enter the domain name into the box that appears. This is not the fully qualified domain name, but the Active Directory domain name.
5. Press OK

Note: All settings except the password will be saved for the next login to make the process easier.

Database Authentication

EnergyCAP user names are stored in the SQL database. Therefore, for the login process to occur, the application must first gain access to the database and check that the username exists before determining how to authenticate



the user. If enabled on the database server, the client machine can be configured to connect to the database server with NT Authentication, preventing need for a local SQL user. If Active Directory is to be used for SQL Server authentication, it must be done on a user by user level and NOT through Active Directory Groups.

Although EnergyCAP uses ADO connections for most data, ODBC connections are still required for Crystal Reports in the installed client. Because of this, EnergyCAP retrieves the database, server name and whether the connection should be treated as “Trusted” from the ODBC properties when preparing the ADO connection. Therefore, if the ODBC DSN is set to use NT Authentication, the ADO connection will follow suit.

System Requirements

LAN (installed Windows) Client:

- Windows XP, SP2, or greater (Windows 7 or greater recommended)
- 1024 X 768 screen resolution or better
- 512 MB RAM or greater ODBC connection to the EnergyCAP database
- 32 and 64 bit supported
 - The application always runs in 32-bit mode, even if installed to a 64-bit operations system.

Web Rich (installed) Client:

- Windows XP, SP2, or greater (Windows 7 or greater recommended)
- 1024 X 768 screen resolution or better
- Internet connection; no ODBC
 - Port determined by the web server setup; typically Port 80

Web Browser Client:

- Adobe Flash Player 11.1 or later
- Web Browser Options
 - Google Chrome
 - Microsoft Internet Explorer 9 or later
 - Firefox
 - Safari
- 1024 x 768 screen resolution or better
- Internet connection
 - For best performance, a download speed of at least 512kb is recommended
 - Port determined by the web server setup; typically Port 80

Database Connectivity

As stated above, EnergyCAP Enterprise primarily uses ADO for its data connectivity in the GUI client. ODBC is still necessary for the Crystal Reporting engine and is also used as a fallback when ADO is not available. The database backend scripts are built and maintained using ER/Win. Minimal manual changes are required to keep both backend scripts in sync.

Data Reporting System

EnergyCAP Enterprise uses Crystal Reports to perform real-time data reporting through the Windows and Web clients. Crystal Reports is a multi-threaded reporting engine that has a great deal of functionality and flexibility. Reports are displayed in WYSIWYG and can be printed, exported to various formats and emailed from both Windows and Web clients.

The reporting system is integrated into the Windows and Web clients, not used as an external system. The runtime engine is installed as a component with the application.

Deployment

EnergyCAP Enterprise is designed to operate at an enterprise level, but uses technologies that allow it to scale down to a single user system.

The system is primarily a LAN based system, but other technologies allow it to work over a WAN including using the Internet as a backbone. EnergyCAP Enterprise also works well as a SaaS offering.

FAQs

Will EnergyCAP run on Citrix? If yes, for what version of Citrix are you certified and what experience do you have working with Citrix?

ECI does not currently certify Citrix; however, numerous licensees do run EnergyCAP in a Citrix environment. The only known Citrix-related issue has been user permissions that are generally too restrictive to the program folder.

Can EnergyCAP work on a locked down workstation with an auto-logged on user with limited rights? (For example, direct access to the Explorer shell would not be available to that user.)

In general, yes, although ECI has not examined this type of usage.

Do you support a test environment in addition to your production environment?

Yes

Are there any known issues with multiple sites accessing software across a WAN?

No. In some instances Remote Desktop can be used to mitigate performance issues.

What is the normal network bandwidth utilization needed for EnergyCAP?

Normal constant throughput is between 15–20 kb/sec for any given user in “lite” mode, which is used by ECI-



hosted licensees.

Can we use a 9-digit number as a universal User ID for authentication?

Yes. EnergyCAP accepts userids of up to 32 characters in length.

Are there any instances where data is transferred to a third party performing a service for the Licensee?

If you use the ENERGY STAR rating service provided by EnergyCAP, then your billing and building data will be transmitted to ENERGY STAR to generate a rating.

Does EnergyCAP provide audit trail capability—the ability to track user activity, such as log-in, log-out, view data, etc.?

EnergyCAP records created and last modified IDs on most top-level objects in the database (e.g., bills, buildings, accounts, meters).

WOODBURY COUNTY E911 SERVICE BOARD

Chairman Gary Merkel
Vice-Chairman Max Dunnington
Executive Member Jeff Redmond
Executive Member David Amick
Treasurer Wendi Hess
Secretary Glenn Sedivy

MEETING NOTICE

DATE: September 9th, 2015

TIME: 6:30 p.m.

PLACE: Climbing Hill Substation

- I. Meeting called to order
- II. Approve minutes of the March 11, 2015 Regular Meeting
- III. No minutes for the May 13, 2015 meeting Quorum was not met
- IV. No minutes for the July 8th 2015 meeting Quorum was not met
- V. New Business
 - a. Approve any outstanding claims
 - b. Treasurer's Report's
 - c. Open sealed bids for NG911 phone system
 - d. Review bids and turn them over to 911 Director for review
Bids will move into evaluation period to be awarded during November 11th, 2015 meeting.
 - e. Lease tower space from Long Lines for Salix Co Fire Paging
 - f. Antenna's, line and installation of the Salix Co Fire paging
- V. Open Items
- VI. Adjourn
(Next meeting)

**NEXT REGULAR MEETING WEDNESDAY
November 11th, 2015 @ 6:30 pm**



Woodbury County Conservation Board
4500 Sioux River Road Sioux City, IA 51109-1657

Phone: 712/258-0838
Fax: 712/258-1261

Board Members:
Cindy Bennett
Suzan Boden
Don Dixon
Mark Taylor, D.O.
Christine Zellmer-Zant

Rick D. Schneider, Director
Mark Peterson, Deputy Director
Dawn Snyder, Education Director

Thursday September 10, 2015

MONTHLY MEETING AGENDA – 5:00 P.M.

Brown's Lake/Bigelow Park Shelter
722 Bigelow Park Road, Salix, IA 51052

- **Call to order / roll call** – quorum / open meeting compliance
- **Public comment / input** – this is an opportunity for the public to address any subject pertaining to Conservation Board business.

CONSENT AGENDA

- C1. Approve minutes of the August 12, 2015 monthly meeting.
- C2. Approve August 2015 and FY 15 final Accrued claims and expenditures.
- C3. Receive and place on file the August 2015 financial / budget report.
- C4. Acceptance of Gifts/Donations:
 - 1. Joe & April Bousquet – Picnic table

REGULAR AGENDA

- R1. Approve consent agenda. (Conservation Board)
- R2. Review of Stub Gray Shooting Range reopening and discussion of need for persons to assist with locking/unlocking gates. (Schneider)
- R3. Discussion of FY 17 Conservation Department budget. (Schneider)
- R4. Capital Improvement Projects Update (Schneider)
 - 1. Stub Gray Shooting Range
 - 2. Southwood cabin development – MRHD grant submitted

"Conservation is everybody's business"

- R5. Board member / staff reports – Board members and staff may report on meetings or activities that they have been involved with. (Board and staff)
1. Nature Center activities (Snyder)
 2. Park activities (Peterson)
 3. Administrative items (Schneider)
 - a. Land acquisition update
 - b. 2015 IACCB Annual Conference – Linn County
 - c. October meeting location
 - d. Annual report
- R6. Adjournment

CALENDAR OF EVENTS:

1. Nature Calls Event – 6:00 PM September 12, 2015, Sioux City Convention Center
2. IACCB Annual Conference – September 17-19, 2015, Cedar Rapids, IA
3. Conservation Board meeting – October 1, 2015

WOODBURY COUNTY JUVENILE DETENTION CENTER

Trosper Hoyt Bldg
822 Douglas St. - 4th Floor
Sioux City, Iowa 51101

Phone 712-279-6622
Email: molsen@sioux-city.org
Fax 712-234-2900

6:00 a.m.

6:00 p.m.

August, 2015

August 24, 2015		12
August 25, 2005	14	12
August 26, 2015	12	12
August 27, 2015	12	12
August 28, 2015	12	12
August 29, 2015	15	15
August 30, 2015	15	15
August 31, 2015	15	

The agency averaged 13.6 residents per day during the 6:00 a.m. check and 13 during the 6:00 p.m. check for a weekly average of 13.3 residents per day during the above week.

Of the fifteen residents detained on August 31, 2015 five or thirty three percent were identified gang members. Of the five zero were considered hard-core members.

We are currently detaining one juvenile from Dakota County and seven from the BIA. We have also received our annual state reimbursement check for detaining of juveniles for \$346,222.51.

Mark Olsen



Director
WCJDC
August 31, 2015

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

<u>DATE</u>	<u>Day</u>	<u>DAILY TOTAL</u>	<u>LEC</u>	<u>ELECTRONIC MONITORING</u>	<u>PRAIRIE HILLS</u>	<u>FEDERAL PRISONERS</u>
8/15/15	Saturday	214	204	10	0	23
8/16/15	Sunday	242	221	10	11	23
8/17/15	Monday	217	207	10	0	23
8/18/15	Tuesday	205	195	10	0	
8/19/15	Wednesday	208	197	11	0	
8/20/15	Thursday	216	205	11	0	
8/21/15	Friday	228	215	13	0	
		1530	1444	75	11	69
<u>24 HOUR DAILY COUNT</u>						
<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>			
8/15/15	248	214	34			
8/16/15	255	216	39			
8/17/15	267	227	40			
8/18/15	236	203	33			
8/19/15	222	191	31			
8/20/15	236	199	37			
8/21/15	244	208	36			
	1708	1458	250			
*Highest population count each day						

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

<u>DATE</u>	<u>Day</u>	<u>DAILY TOTAL</u>	<u>LEC</u>	<u>ELECTRONIC MONITORING</u>	<u>PRAIRIE HILLS</u>	<u>FEDERAL PRISONERS</u>
8/22/15	Saturday	221	207	14	0	
8/23/15	Sunday	226	212	14	0	
8/24/15	Monday	217	203	14	0	
8/25/15	Tuesday	227	213	14	0	
8/26/15	Wednesday	216	203	13	0	
8/27/15	Thursday	224	211	13	0	
8/28/15	Friday	219	208	11	0	
		1550	1457	93	0	0
<u>24 HOUR DAILY COUNT</u>						
<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>			
8/22/15	252	218	34			
8/23/15	253	212	41			
8/24/15	241	207	34			
8/25/15	247	209	38			
8/26/15	243	202	41			
8/27/15	238	210	28			
8/28/15	243	207	36			
	1717	1465	252			
*Highest population count each day						