

**JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

**COMPLETE THIS SECTION IF NEW CONTRACT**

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with C+S Engineering for the product and/or services described herein.  
(Name of Person or Firm)

This is a request for X (One-Time Contractor Requisition # \_\_\_\_\_, copy attached) or \_\_\_\_\_ Term Agreement or \_\_\_\_\_ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the \_\_\_\_\_ (Attach List) Pre-Assigned Specification No. \_\_\_\_\_ (Program Name) Pre-Assigned Contract No. \_\_\_\_\_

**COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT**

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: \_\_\_\_\_ Company or Agency Name: \_\_\_\_\_  
 Specification #: \_\_\_\_\_ Contract or Program Description: \_\_\_\_\_  
 Mod. #: \_\_\_\_\_ (Attach List, if multiple)

Jamie L. Price 312-735-9392 Jamie L. Price OMP 4/15/05  
Originator Name Telephone Signature Department Date

Indicate SEE ATTACHED in each box below if additional space needed:

<input checked="" type="checkbox"/> <b>PROCUREMENT HISTORY</b> <i>See attached. previous Sole Source approval</i>
<input checked="" type="checkbox"/> <b>ESTIMATED COST</b> <i>\$2,000. per month over 10 years. (2000 x 120 months = \$240,000 -)</i>
<input checked="" type="checkbox"/> <b>SCHEDULE REQUIREMENTS</b> <i>See attached</i>
<input checked="" type="checkbox"/> <b>EXCLUSIVE OR UNIQUE CAPABILITY</b> <i>see attached</i>
<input checked="" type="checkbox"/> <b>OTHER</b> <i>See attached</i>

APPROVED BY: [Signature] 4/15/05 \_\_\_\_\_  
DEPARTMENT HEAD OR DESIGNEE DATE BOARD CHAIRPERSON DATE

# CITY OF CHICAGO ALL PURPOSE REQUISITION FORM

<b>Page 1 of 1</b>	<b>DEPT USE 1</b>	<b>DEPT USE 2</b>
BUREAU/DIVISION OMP SHIP CODE DATE NEEDED SHIPT TO: 8755 West Higgins Road, Suite 700, Chicago, IL 60631 ATTENTION: Aurelio Garcia	PV NUMBER PV NUMBER	
DESCRIBE AND JUSTIFY GOODS OR SERVICES, OR ENTER CATALOG INFORMATION	UNIT PRICE	
SYSTEM DESCRIPTION C & S Engineering	UNIT OF MEASURE ORDER 1	QUANTITY RCVD 1
CATALOG NAME # CATALOG DATE CATALOG PAGE CATALOG ITEM/PART #	TOTAL PRICE \$240,000.00	

**COMMENTS:**

FY	LINE	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	DOLLAR AMT.	PAGE TOTAL
										\$240,000.00	\$240,000.00
											\$240,000.00
										GRAND TOTAL (ALL PAGES)	\$240,000.00

<input type="checkbox"/> CHECK OR COMPLETE ALL THAT APPLY	
<input type="checkbox"/> PARTICIPATING TA#	
<input type="checkbox"/> NEW TA OR CONTRACT	<input type="checkbox"/> SOLE SOURCE
<input type="checkbox"/> PURCHASE ORDER	<input type="checkbox"/> CONTRACT AMENDMENT
<input type="checkbox"/> DIRECT VOUCHER	<input type="checkbox"/> EMERGENCY REQUEST
<input type="checkbox"/> 7-DAY BID	<input type="checkbox"/> REJECTED

VENDOR INFORMATION	INVOICE NUMBER(S)
COMPANY NAME C & S Engineers Inc.	
ADDRESS 499 Col. Eillen Collins Blvd. Syracuse, NY 13212	
VENDOR CODE REPIPHONE	
<b>FOR FINANCE OFFICE USE ONLY</b>	
CONTRACTS REVIEW	FINANCE DIRECTOR
DATE EPS PASS 1	DATE EPS PASS 2
DATE	DATE

<b>BUREAU/DIVISION INFORMATION</b>	
APRE PREPARED BY: Aurelio Garcia	ADDRESS 8755 West Higgins Road, Suite 700, Chicago, IL 60631
DATE (773) 567-4733	PHONE (773) 567-4733
Rosemarie S. Andolino Executive Director	
DATE (773) 567-4700	PHONE (773) 567-4700

# CPAC PROJECT CHECKLIST

For CPAC Team Use Only

Date Received \_\_\_\_\_  
 Date Returned \_\_\_\_\_  
 Date Accepted \_\_\_\_\_

**IMPORTANT:** PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE TEAM LEADER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED INCLUDING THE SUPPLEMENTAL CHECKLIST REQUIRED BY THE SPECIFIC CPAC TEAM. ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

**PROJECT**

Date: 4/15/05 Contact Person: Aurelio Grania  
 ID No (Spec, RX, Project): \_\_\_\_\_ Tel: 557-4733 Fax: 557-4883 E-mail: Aurelio.Grania@cityofchicago.org  
 Department: Auroraton Project Manager: Janice Rhee  
 Bureau: OMP Tel: 557-4200 Fax: 557-4881 E-mail: \_\_\_\_\_  
 Contract No (if known): \_\_\_\_\_ Estimated Value \$ 240,000.-  
 Project Title/Description: O'Hare Land Truck Database

**SCOPE STATEMENT**

attached is a detailed scope of services and/or specification

**IMPORTANT:** THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR A TEAM TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE ALL TEAM SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT TEAM.

The following is a general description of what would be included in a Scope of Services or Specification:  
 A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

**TYPE OF PROCUREMENT REQUESTED (check all that apply)**

Competitive Bid     RFQ/RFP/RFS/RFI     Sole Source\*\*     Term Agreement     One Shot  
 Mod/Amendment     Time Extension     Additional Funding     Small Order     S/O Emergency

**FORMS**

<input type="checkbox"/> F-25* (add line item)	<input type="checkbox"/> F-10* (special approvals)	<input type="checkbox"/> SSRB** (sole source approval)
<input type="checkbox"/> F-26* (new term agreement)	<input type="checkbox"/> RX (one-shot requisition)	<input type="checkbox"/> OBM Authorization
<input type="checkbox"/> F-27* (time extension)	<input type="checkbox"/> APRF (all purpose request form)	
<input type="checkbox"/> F-29* (change vendor limit)		

\*\* Sole source requests must include vendor quotes/proposal and MBE/WBE compliance requirements

**FUNDING**

City:  Corporate     Bond     Enterprise     Grant\*     Other \_\_\_\_\_  
 State:  IDOT/Transit     IDOT/Highway     Grant\*     Other \_\_\_\_\_  
 Federal:  FHWA     FTA     FAA     Grant\*     Other \_\_\_\_\_  
 Funding Strip(s): \_\_\_\_\_

\* Attach copy of any applicable grant agreement terms and conditions

**TIME FRAME**

Date Needed: 12/12/05 Requested Contract Term (y/m/d): \_\_\_\_\_

**PRE BID/SUBMITTAL REQUIREMENTS**

Requesting Pre Bid/Submittal Conference?  Yes  No Requesting Conference be Mandatory?  Yes  No  
 Requesting Site Visit?  Yes  No Requesting Site Visit be Mandatory?  Yes  No

# CPAC PROJECT CHECKLIST

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## ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

**Required Attachments:** Scope of Services, including location, description of project, services required, deliverables, and other information as required

### Risk Management

Will services be performed within 50 feet of CTA train or other railroad property?  Yes  No

Will services be performed on or near a waterway?  Yes  No

**Pre-Qualification** Category No. \_\_\_\_\_ Category Description: \_\_\_\_\_

For Pre-Qualification Program, attach list of suggested firms to be solicited

**Other Agency Concurrence Required:**  None  State  Federal  Other (fill in) \_\_\_\_\_

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## AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents:  Yes  No

### Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications.

### Risk Management:

Current Insurance Requirements prepared/approved by Risk Management: Yes  No

Will work be performed within 50 feet of CTA or ATS structure or property? Yes  No

Will work be performed airside? Yes  No

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## CAPITAL EQUIPMENT (VEHICLES) SUPPLEMENTAL CHECKLIST

### Required Attachments:

Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories.

Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)

Delivery Location(s)

Technical Literature

Drawings, if any

Part Number List ( Manufacturer; or  Dealer;  or Other Source: \_\_\_\_\_)

Copy of current Price List(s)/Catalog(s)

Form F-10 or other authorization document

Any other exhibits and attachments

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## COMMODITIES SUPPLEMENTAL CHECKLIST

### Required attachments:

Copies of price lists, catalogs, drawings, variations of part numbers

Any other exhibits or attachments

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## CONSTRUCTION SUPPLEMENTAL CHECKLIST (LARGE & SMALL)

### Required attachments: Copy of Draft (80% Completion)

Copy of Draft (80% Completion) Contract Documents and Detailed Specifications

### Risk Management

Will services be performed within 50 feet of CTA train or other railroad property?  Yes  No

Will services be performed on or near a waterway?  Yes  No

# CPAC PROJECT CHECKLIST

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## DELEGATE AGENCY SUPPLEMENTAL CHECKLIST

### Required attachments:

Attach Scope of Services that includes the following information 1) Program background & objectives; 2) Type of services for which proposals are sought; 3) Location and time line for delivery of services; 4) Qualifications, skills, and/or experience necessary; 5) Special licenses or certifications required; 6) Evaluation process (if known).

### Other Attachments (please submit all that apply)

1. Copy of grant application and/or grant agreement
2. Evidence of award authority (DAAC agenda with agency name highlighted; City Council ordinance with agency name highlighted; or OBM letter)
3. Modification information (Copy of Form F-8A; screen print of EPS AWDS table)

Does program require Executive Order 91-1 clearance?  Yes  No  
Is boilerplate from Law available or in production?  Yes  No  
Would your department benefit from technical assistance?  Yes  No

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## HARDWARE/SOFTWARE SUPPLEMENTAL CHECKLIST

ITSC (approved by BIS)

OBM (approved by Budget form/memo)

Attach any documentation indicating any previous purchase activity to assist in the procurement process

Grant document attached

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## PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

Detailed scope of services as described on page 1.

The Schedule of Compensation

Deliverables

Request for individual contract services (if applicable)

The appropriate EPS form

\* If this is a Telecommunications/Utilities project, please also address the following:

Has the project been reviewed by DGS?  Yes  No

Attach copy of DGS Recommendation; Reservation(s); or participate under current contract.

Does the project include software?  Yes  No

If yes, is signed ITSC form attached?  Yes  No

Does the location involve:

A public way?  Yes  No

Any concession in the City's facilities?  Yes  No

Is it anticipated City Council approval of the project or contract will be required?  Yes  No



# PROJECT CHECKLIST

## SMALL ORDERS SUPPLEMENTAL CHECKLIST

Yes No

- 1. Special Approval Form/Justification Letter.  
e.g. (Emergency Contract, Telecommunication Back-up documents, Proposals , EPS Form F-10, etc.).
- 2. Suggested Vendor.
- 3. Commodity Code, Manufacturer, Catalog Information, Model No., Quantity, Unit Cost/Measure, Color etc.,
- 4. Detailed Specification or Scope of Work.

## ATTACHMENT REQUIRED FOR EACH SMALL ORDERS PROCUREMENT TYPE

(Check Appropriate Group)

### 1. ONE SHOT (PN)

- YES ( ) NO ( ) Detailed Specifications
- YES ( ) NO ( ) Suggested Vendor
- YES ( ) NO ( ) Support Documentation

### 3. EMERGENCY CONTRACT

- YES ( ) NO ( ) Justification Letter
- YES ( ) NO ( ) Vendor Proposal
- YES ( ) NO ( ) Pre-assigned Requisition (RX)

### 4. TELEPHONE/FAX BIDS

- YES ( ) NO ( ) Justification Letter

### 2. SOLE SOURCE REQUIREMENTS

- YES ( ) NO ( ) Vendor Proposal
- YES ( ) NO ( ) Disclosure Affidavit
- YES ( ) NO ( ) Letter of Exclusive or Unique Capability
- YES ( ) NO ( ) Support Documentation from Vendor/Manufacturer.
- YES ( ) NO ( ) Signature(s) of Originator or Departmental Head/Designee.

## WORK SERVICES & FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

**Required Attachments:** Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations, contract term and extension options, contractor qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and price lists, catalogs, technical drawings and other exhibits and attachments as appropriate.

### Risk Management

- Will services be performed within 50 feet of CTA train or other railroad property?  Yes  No
- Will services be performed on or near a waterway?  Yes  No
- Will services require the handling of hazardous/biowaste material?  Yes  No
- Will services require the blocking of streets or sidewalks in any way?  
Which may affect public safety?  Yes  No

CITY OF CHICAGO  
DEPARTMENT OF PURCHASES  
CONTRACTS AND SUPPLIES  
ROOM 403, CITY HALL, 121 NO. LA SALLE ST.

RECEIVED

SEP - 7 REC'D

Dept of Purchases  
Acquisition Unit

**JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

**COMPLETE THIS SECTION IF NEW CONTRACT(S)**

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with C&S Engineers Inc. for the product and/or services described herein.

Name of Person or Firm

This is a request for: \_\_\_\_\_ (One-Time Contract per Requisition # \_\_\_\_\_) (copy attached) or 12 month Term Agreement or Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the Attach List (Program Name)

**COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT**

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract # \_\_\_\_\_ Company or Agency Name: C&S Engineers Inc.  
Specification # \_\_\_\_\_ Contract or Program Description: O'Hare Land Track Database  
Mod # \_\_\_\_\_ (Attach List, if multiple)

~~Judy Mims~~

~~2-1817~~

TERESA J. RODRIGUEZ 2-3413

Original Name	Telephone	Signature	Department	Date
Indicate SEE ATTACHED in each box below if additional space needed:				
<b>( X ) PROCUREMENT HISTORY</b> C&S Engineers served as a sub-contractor to one of the Prime-Contractors for the OMP, Boyle & Assoc. This Database was developed at the direction of the OMP and Boyle & Assoc. and houses data pertaining to land acquisition activities in conjunction with the airport expansion program.				
<b>( X ) ESTIMATED COST</b> \$72,000				
<b>( X ) SCHEDULED REQUIREMENTS</b> C&S Engineers will provide the services detailed in the SOW, beginning on January 1, 2004 thru December 31, 2004.				
<b>( X ) EXCLUSIVE OR UNIQUE CAPABILITY</b> Database was developed as a result of acquisition activities conducted on behalf of the OMP. The database contains existing data with criteria that is required to track acquisitions for the expansion program.				
<b>( X ) OTHER</b>				

APPROVED BY: [Signature]  
Department Head  
Or Designee

8/6/04  
Date

[Signature]  
Board Chairperson

8/19/04  
Date

# CPAC PROJECT CHECKLIST

For CPAC Team Use Only	
Date Received	_____
Date Returned	_____
Date Accepted	_____

**IMPORTANT:** PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE TEAM LEADER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED INCLUDING THE SUPPLEMENTAL CHECKLIST REQUIRED BY THE SPECIFIC CPAC TEAM. ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

## PROJECT

Date: 7/12/04  
 ID No (Spec, RX, Project): \_\_\_\_\_  
 Department: Aviation  
 Bureau: OMP  
 Contract No (if known): \_\_\_\_\_  
 Project Title/Description: O'Hare Control Tower Database

Contact Person: Aurelio Garcia  
 Tel: 243-8351 Fax: 243-8559 E-mail: aurelio.garcia@cityofchicago.org  
 Project Manager: Teresa Rodriguez  
 Tel: 243-8579 Fax: 243-3413 E-mail: teresa.rodriguez@cityofchicago.org  
 Estimated Value \$97,200.06

## SCOPE STATEMENT

attached is a detailed scope of services and/or specification

**IMPORTANT:** THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR A TEAM TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE ALL TEAM SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT TEAM.

The following is a general description of what would be included in a Scope of Services or Specification:  
 A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

## TYPE OF PROCUREMENT REQUESTED (check all that apply)

Competitive Bid     RFQ/RFP/RFS/RFI     Sole Source\*\*     Term Agreement     One Shot  
 Mod/Amendment     Time Extension     Additional Funding     Small Order     S/O Emergency

## FORMS

F-25\* (add line item)     F-10\* (special approvals)     SSRB\*\* (sole source approval)  
 F-26\* (new term agreement)     RX (one-shot requisition)     OBM Authorization  
 F-27\* (time extension)     APRF (all purpose request form)  
 F-29\* (change vendor limit)

\*\* Sole source requests must include vendor quotes/proposal and MBE/WBE compliance requirements

## FUNDING

City:  Corporate     Bond     Enterprise     Grant\*     Other \_\_\_\_\_  
 State:  IDOT/Transit     IDOT/Highway     Grant\*     Other \_\_\_\_\_  
 Federal:  FHWA     FTA     FAA     Grant\*     Other \_\_\_\_\_  
 Funding Strip(s): \_\_\_\_\_

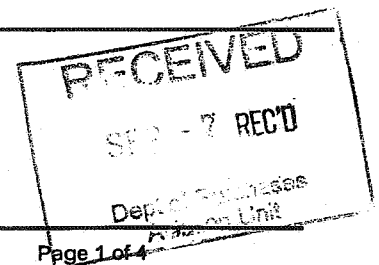
\* Attach copy of any applicable grant agreement terms and conditions

## TIME FRAME

Date Needed: 12/04    Requested Contract Term (y/m/d): \_\_\_\_\_

## PRE BID/SUBMITTAL REQUIREMENTS

Requesting Pre Bid/Submittal Conference?  Yes  No    Requesting Conference be Mandatory?  Yes  No  
 Requesting Site Visit?  Yes  No    Requesting Site Visit be Mandatory?  Yes  No





# CPAC PROJECT CHECKLIST

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## ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

**Required Attachments:** Scope of Services, including location, description of project, services required, deliverables, and other information as required

### Risk Management

Will services be performed within 50 feet of CTA train or other railroad property?  Yes  No

Will services be performed on or near a waterway?  Yes  No

**Pre-Qualification Category No.** \_\_\_\_\_ **Category Description:** \_\_\_\_\_

For Pre-Qualification Program, attach list of suggested firms to be solicited

**Other Agency Concurrence Required:**  None  State  Federal  Other (fill in) \_\_\_\_\_

---

## AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents:  Yes  No

### Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications.

### Risk Management:

Current Insurance Requirements prepared/approved by Risk Management: Yes  No

Will work be performed within 50 feet of CTA or ATS structure or property? Yes  No

Will work be performed airside? Yes  No

---

## CAPITAL EQUIPMENT (VEHICLES) SUPPLEMENTAL CHECKLIST

### Required Attachments:

Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories.

Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)

Delivery Location(s)

Technical Literature

Drawings, if any

Part Number List (  Manufacturer; or  Dealer;  or Other Source: \_\_\_\_\_ )

Copy of current Price List(s)/Catalog(s)

Form F-10 or other authorization document

Any other exhibits and attachments

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## COMMODITIES SUPPLEMENTAL CHECKLIST

### Required attachments:

Copies of price lists, catalogs, drawings, variations of part numbers

Any other exhibits or attachments

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## CONSTRUCTION SUPPLEMENTAL CHECKLIST (LARGE & SMALL)

**Required attachments:** Copy of Draft (80% Completion)

Copy of Draft (80% Completion) Contract Documents and Detailed Specifications

### Risk Management

Will services be performed within 50 feet of CTA train or other railroad property?  Yes  No

Will services be performed on or near a waterway?  Yes  No

# CPAC PROJECT CHECKLIST

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## DELEGATE AGENCY SUPPLEMENTAL CHECKLIST

### Required attachments:

Attach Scope of Services that includes the following information 1) Program background & objectives; 2) Type of services for which proposals are sought; 3) Location and time line for delivery of services; 4) Qualifications, skills, and/or experience necessary; 5) Special licenses or certifications required; 6) Evaluation process (if known).

### Other Attachments (please submit all that apply)

1. Copy of grant application and/or grant agreement
2. Evidence of award authority (DAAC agenda with agency name highlighted; City Council ordinance with agency name highlighted; or OBM letter)
3. Modification information (Copy of Form F-8A; screen print of EPS AWDS table)

Does program require Executive Order 91-1 clearance?  Yes  No  
Is boilerplate from Law available or in production?  Yes  No  
Would your department benefit from technical assistance?  Yes  No

---

## HARDWARE/SOFTWARE SUPPLEMENTAL CHECKLIST

ITSC (approved by BIS)

OBM (approved by Budget form/memo)

Attach any documentation indicating any previous purchase activity to assist in the procurement process

Grant document attached

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## PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

- Detailed scope of services as described on page 1.
- The Schedule of Compensation
- Deliverables
- Request for individual contract services (if applicable)
- The appropriate EPS form

\* If this is a Telecommunications/Utilities project, please also address the following:

Has the project been reviewed by DGS?  Yes  No

Attach copy of DGS Recommendation; Reservation(s); or participate under current contract.

Does the project include software?  Yes  No

If yes, is signed ITSC form attached?  Yes  No

Does the location involve:

A public way?  Yes  No

Any concession in the City's facilities?  Yes  No

Is it anticipated City Council approval of the project or contract will be required?  Yes  No

# CPAC PROJECT CHECKLIST

## SMALL ORDERS SUPPLEMENTAL CHECKLIST

Yes No

- 1. Special Approval Form/Justification Letter.  
e.g. (Emergency Contract, Telecommunication Back-up documents, Proposals , EPS Form F-10, etc.).
- 2. Suggested Vendor.
- 3. Commodity Code, Manufacturer, Catalog Information, Model No., Quantity, Unit Cost/Measure, Color etc.,
- 4. Detailed Specification or Scope of Work.

## ATTACHMENT REQUIRED FOR EACH SMALL ORDERS PROCUREMENT TYPE

(Check Appropriate Group)

### 1. ONE SHOT (PN)

- YES ( ) NO ( ) Detailed Specifications
- YES ( ) NO ( ) Suggested Vendor
- YES ( ) NO ( ) Support Documentation

3.

### EMERGENCY CONTRACT

- YES ( ) NO ( ) Justification Letter
- YES ( ) NO ( ) Vendor Proposal
- YES ( ) NO ( ) Pre-assigned Requisition (RX)

### 4. TELEPHONE/FAX BIDS

- YES ( ) NO ( ) Justification Letter

### 2. SOLE SOURCE REQUIREMENTS

- YES ( ) NO ( ) Vendor Proposal
- YES ( ) NO ( ) Disclosure Affidavit
- YES ( ) NO ( ) Letter of Exclusive or Unique Capability
- YES ( ) NO ( ) Support Documentation from Vendor/Manufacturer.
- YES ( ) NO ( ) Signature(s) of Originator or Departmental Head/Designee.

## WORK SERVICES & FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

**Required Attachments:** Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations, contract term and extension options, contractor qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and price lists, catalogs, technical drawings and other exhibits and attachments as appropriate.

### Risk Management

- Will services be performed within 50 feet of CTA train or other railroad property?  Yes  No
- Will services be performed on or near a waterway?  Yes  No
- Will services require the handling of hazardous/biowaste material?  Yes  No
- Will services require the blocking of streets or sidewalks in any way?  
Which may affect public safety?  Yes  No

REQUEST FOR NO STATED GOALS

To: Mary A. Dempsey Interim Chief Procurement Officer
From: Robert E. Schmidt Project Administrator (OMP)
Date: March 24, 2005
Subject: C&S Engineering

C&S Engineers previously served as a subcontractor to one of the prime OMP contactors. This data base was developed at the direction of the OMP. The contractor C&S Engineering is located in Syracuse, New York, and will be performing their services from there. This agreement was entered into on the basis of a Sole Source Justification and based on the nature of this work Agreement, it does not lend it self to subcontracting opportunities.

MINORITY AND WOMEN BUSINESS ENTERPRISES

It is the policy of the City of Chicago that local businesses certified as Minority Business Enterprises (MBE) in accordance with 49 CFR Part 23 and Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts.

The Chief Procurement Officer has determined that the nature of the services to be provided under this contract is such that neither direct nor indirect subcontracting opportunities will be practicable or cost-effective. Therefore, there will be no stated goals for M/WBE participation resulting from this contract. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

\*\*\*\*\*

(X) RECOMMEND: Robert E. Schmidt DATE: 3/24/05
( ) NOT RECOMMEND: Robert E. Schmidt
Project Administrator

( ) CONCUR:

( ) NOT CONCUR:

\_\_\_\_\_  
Monica Cardinas  
Deputy Procurement Officer

\_\_\_\_\_  
DATE

( ) CONCUR:

( ) NOT CONCUR:

\_\_\_\_\_  
Lori Lightfoot  
First Deputy Commissioner

\_\_\_\_\_  
DATE

( ) APPROVE:

( ) DISAPPROVE:

\_\_\_\_\_  
Mary A. Dempsey  
Interim Chief Procurement Officer

\_\_\_\_\_  
DATE

CITY OF CHICAGO ALL PURPOSE REQUISITION FORM

DEPT USE 1

DEPT USE 2

LINE	FUND	COMMODITY CODE	SYS CODE	ITEM DESCRIPTION	CATALOG NAME#	CATALOG DATE	CATALOG PAGE	CATALOG ITEM/PART #	UNIT PRICE	UNIT OF MEASURE	QUANTITY	RCVD	TOTAL PRICE
				C & S Engineering					\$97,200.00		1	1	\$97,200.00
COMMENTS:													

8/3/2004	BUREAU/DIVISION OMP	SHIP CODE	SHIP TO: 8755 West Higgins Road, Suite 700, Chicago, IL 60631	DATE NEEDED											
CHECK OR COMPLETE ALL THAT APPLY PARTICIPATING TA#		ATTENTION: Aurelio Garcia DESCRIBE AND JUSTIFY GOODS OR SERVICES, OR ENTER CATALOG INFORMATION													
NEW TA OR CONTRACT	SOLE SOURCE	FY	LINE	FUND	DEPT	ORGN	APPR	ACTV	OBLT	PROJECT	RPTG	DOLLAR AMT.	PAGE TOTAL		
		00		588	85	2015	8000		8000		CE 24800	\$97,200.00	\$97,200.00		
GRAND TOTAL (ALL PAGES) \$97,200.00															
PURCHASE ORDER CONTRACT AMENDMENT					FOR FINANCE OFFICE USE ONLY					VENDOR INFORMATION			BUREAU/DIVISION INFORMATION		
DIRECT VOUCHER EMERGENCY REQUEST					CONTRACTS REVIEW FINANCE DIRECTOR					COMPANY NAME C & S Engineers Inc. ADDRESS 499 Col. Eillen Collins Blvd. Syracuse, NY 13212			APPR PREPARED BY: Aurelio Garcia ADDRESS 8755 West Higgins Road, Suite 700, Chicago, IL 60631 PHONE (773) 557-4736		
7-DAY BID REJECTED					DATE EFS PASS 1 DATE EFS PASS 2					INVOICE NUMBERS			DATE Rosemarie S. Andolino Executive Director PHONE (773) 557-4700		

# INFORMATION TECHNOLOGY STRATEGY COMMITTEE COMPUTER EXPENDITURES/SERVICES REVIEW FORM

Department requests for hardware/software and consulting services must be submitted to the Commissioner of Business and Information Services for review and approval prior to procurement of goods and/or services.

O'HARE MODERNIZATION PROGRAM      O'HARE LAND ACQUISITION MANAGEMENT  
Department Name      Program Name  
*LAND TRACK*

03 / 22 / 05

Date request was initiated

Justification: Describe in detail; where products should shipped, PC imaging (if any), and why products or services needed.

*PLEASE ATTACHED:*

- SCOPE OF WORK
- SERVICE PROVIDER AGREEMENT
- APRF FORM
- SOLE SOURCE BOARD APPROVAL

Requests will not be processed without valid funding strip.

FY	FUND	DEPT	ORGN	APPR	OBJT	ACTV	RPTG (Grants Only)	PROJECT # (Enotes Only)
00	582	85	2015	8000	8000			H800005E

Funding Strip

ROBERT SCHMIOT  
Originator's Name (Please Print)

773 557 - 4837  
Originator's Phone Number

PROJECT ADMINISTRATOR  
Originator's Job Title

*[Signature]*  
ITSC Signature

### APPROVALS

*[Signature]*  
Department Head Signature (No Substitutes)

*[Signature]*  
Commissioner of BIS Signature

□□ / □□ / □□□□  
ITS Committee Approval/Disapprove Date

(Assigned By BIS)  
□□□□□□  
ITS Committee #

□□□□□□□□□□□□□□□□

PG# For Order



City of Chicago  
Richard M. Daley, Mayor

O'Hare Modernization Program

Rosemarie S. Andolino  
Executive Director

8755 West Higgins Road  
Suite 610  
Chicago, Illinois 60631

(773) 243-8545  
(773) 243-8537 (FAX)

30 North LaSalle Street  
Suite 1230  
Chicago, Illinois 60602

(312) 742-6367  
(312) 742-9637 (FAX)

<http://www.ohare.com>

August 5, 2004

Eric J. Griggs, Chief Procurement Officer  
Department of Procurement Services  
City Hall-Room 403  
121 N. LaSalle Street  
Chicago, Illinois 60602

Subject: Minority Business Enterprise Participation  
Request for No Stated Goals

Re: C & S Engineering Inc.  
Program Consulting Services  
O'Hare Modernization Program

Dear Mr. Griggs:

I am writing on behalf of the O'Hare Modernization Program to request that the above referenced professional services agreement include no stated goals for the participation of Minority Business Enterprises (MBEs).

The contractor, C & S Engineering Inc., is located in Syracuse, New York, and will be performing their services exclusively there. Services required under the proposed agreement are to be performed through use of the internet by the City of Chicago into the C & S Engineering data base as specified in the contract. This will preclude any MBE/WBE/DBE local participation.

Your consideration of this request is greatly appreciated. If any additional information is required please call me at (773) 243-8578.

Sincerely,

A handwritten signature in black ink, appearing to read "Rosemarie S. Andolino".

Rosemarie S. Andolino  
Executive Director

cc: Thomas Crothers  
Teresa Rodriguez  
Aurelio Garcia  
Robert Pike





**CITY OF CHICAGO  
 PURCHASE REQUISITION**

Copy (Department)

<b>DELIVER TO:</b>  085-3015 O'HARE O'HARE AIRPORT Chicago, IL 60666	<b>REQUISITION:</b> 19121  <b>PAGE:</b> 1 <b>DEPARTMENT:</b> 85 - DEPT OF AVIATION <b>PREPARER:</b> Cassandra B Smith <b>NEEDED:</b> <b>APPROVED:</b> 2/4/2005
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**REQUISITION DESCRIPTION**

SPECIFICATION NUMBER: 33163

**COMMODITY INFORMATION**

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	20977	97,200.00	Each	1.00	97,200.00						
	Software for Land Acquisition										
	<b>SUGGESTED VENDOR:</b>										
	<b>REQUESTED BY:</b> Cassandra B Smith										
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	000	0582	0852015	8000	220140	0000	H800005E	000000	00000	0000	97,200.00
<b>LINE TOTAL:</b>											97,200.00
<b>REQUISITION TOTAL:</b>											97,200.00

5

## APPLICATION SERVICE PROVIDER AGREEMENT

**THIS APPLICATION SERVICE PROVIDER AGREEMENT** (the "ASP Agreement") is entered into and made effective as of January 1, 2004, by and between C&S Engineers, Inc., a New York business corporation authorized to conduct business in Illinois, and having its principal place of business at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 ("Licensor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Aviation ("Licensee").

### **1. Introduction.**

a. Licensee has undertaken a modernization program at O'Hare International Airport, which is managed by Licensee's Department of Aviation. In conjunction with services furnished by it as a consulting professional engineer, Licensor has developed a proprietary computer application (the "Program") named "LandTrack". The Program has been used as part of the on-line Geographic Information System ("GIS") employed to automate land parcel management in connection with the Airport's program.

b. Pursuant to the terms of an agreement entered into on February 14, 2003, by and between Licensor and Boyle and Associates, Ltd. ("Boyle"), a consultant to Licensee for the Airport program (the "2003 Agreement"), Licensor customized the Program; delivered the Program to Boyle; and made the Program available to Licensee for use in the Airport program. The 2003 Agreement terminated, effective January 1, 2004.

c. The purpose of this ASP Agreement is for Licensor to continue to provide for the customization of the Program for Licensee according to Specifications (defined below) provided by Licensee; to grant Licensee and the "Authorized Users" (defined below) a license to access and use the Program with the System over the Internet at Licensor's web site ("Web Site"); and to set forth certain other "Services" (as defined herein) that Licensor will provide and perform to and for Licensee and the Authorized Users upon the terms and conditions contained in this ASP Agreement.

**2. Specifications.** The Scope of Work ("SOW") attached hereto and made a part hereof as Exhibit "A" describes the features, functionality, specifications, and other requirements of and for the customization of the Program for Licensee (the "Specifications").

**3. Services.** Licensor shall perform and provide the services, tasks, and deliverables described in, and in accordance with, the Specifications (collectively, the "Services"). As part of the Services, Licensor shall: (i) customize the Program and test the System (defined below) in accordance with the Specifications; (ii) periodically deliver to Licensee an up-to-date copy of the automated land acquisition database conforming to the Specifications (the "Database"), such copy to contain such Data (defined below) as shall be input into and then populate the Database from time to time during the Term and any Renewal Term (as defined herein); (iii) install, host, operate, and maintain the System on Licensor's computer servers; (iv) provide Licensee and each Authorized User accessing the Web Site over the Internet for the purpose of managing, acquiring, disposing of, improving, evaluating, and operating land for O'Hare International Airport (the "Purpose"), with on-line, real-time, access and use of the System on the Web Site during the Term and any Renewal Term (as defined herein), and (v) perform and provide user training, System documentation, support services, and the other tasks, services, and deliverables as described in the SOW. Licensor will perform and provide all of the Services to and for Licensee during the Term and any Renewal Term at and for the fees, prices, rates, and amounts stated in this Agreement, including the Specifications, as adjusted from time-to-time pursuant to Section 8 of this Agreement or as

incurred under Section 5 of this Agreement (collectively, "C&S Fees"), and in accordance with the work schedule specified in the SOW.

4. **System.** The System consists of the following components (including all normally scheduled updates to the Program and maintenance of, to, and for the System described in the SOW) as part of a single GIS conforming substantially to the Specifications: (i) the Program, customized as described in the SOW; (ii) the Web Site, as described in the SOW; (iii) the Database; (iv) the data and all other contents populating, comprising, or stored in the Database from time-to-time (collectively, "Data"); (v) Microsoft SQL Server software ("Microsoft SQL Software"); and (vi) the computer server (the "Server").

5. **License.** Subject to Licensee's payment of the Monthly License Fee (defined in Section 8) in accordance with the terms of Section 10 hereof and its compliance with the Scope of Use and Use Restrictions set forth in Sections 6 and 7 hereof (subject to the right to cure set forth in Section 19), Licensor grants to Licensee a non-exclusive, world-wide, royalty-free license to authorize up to 50 Authorized Users to access and use the System during the Term and any Renewal Term for the Purpose (the "License") at and from an unlimited number of sites and devices; provided, however, that the System may not be in concurrent use by more than ten (10) Authorized Users at any particular time. Each of the ten (10) concurrent Authorized Users permitted under the License is referred to individually as a "User License", and Licensee may authorize Licensor to issue up to five (5) additional User Licenses under the License (thus permitting a total of as many as fifteen (15) concurrent Authorized Users to access the System under the License at any particular time), provided that Licensee shall pay to Licensor any out-of-pocket costs incurred by Licensor for any third-party software deemed necessary by Licensor in connection with providing such additional User Licenses. The Monthly License Fee includes the ten (10) User Licenses authorizing concurrent access under the License.

6. **Scope of Use.** Licensee and the Authorized Users shall access and use the System solely for the Purpose. Licensee and the Authorized Users shall not access or use the System to process Data or information unrelated to the Purpose, nor shall they use the System as a service bureau.

7. **Use Restrictions.** Licensee has no right to use the System or access the Web Site except in accordance with the terms of this ASP Agreement and except for its right to access and use, in accordance with the terms of this ASP Agreement, the Database, Data, and Output (as defined in Section 11 below). In using the System or accessing the Web Site, Licensee shall:

a. limit authorized access to the System to only (i) those users whom Licensee, in good faith, believes will access and use the System only for the Purpose, and (ii) such other persons, up to a total of fifty (50), as Licensor may, in its discretion, approve in writing in advance, which approval shall not be unreasonably withheld, denied, or delayed, provided that only ten (10) such persons may access and use the System concurrently ((i) and (ii) being collectively referred to herein as "Authorized Users"). Prior to providing access to the System to Authorized Users who are within its employ or who are independent contractors retained by Licensee, Licensee shall advise such Authorized Users of the Scope of Use and of the obligations of confidentiality set forth in Section 14 below;

b. not cause or authorize any altering, merging, modifying, or adapting of the Web Site, System, or Program, in whole or in part (other than the Licensee Property, as defined in Section 11 below), in any way in violation of the Licensor's proprietary interests therein or of the copyright laws of the United States of America, including, but not limited to, any reverse engineering, de-compiling, disassembling, or otherwise trying to derive or knowingly authorize others to derive, the source code of the computer programs, including the Program, that are part of the System; and

c. not lend, lease, rent, sell, transfer, export in violation of applicable federal law, sublicense, or otherwise copy or distribute copies of the Web Site, System, or Program (other than the Licensee Property), in whole or in part, except as otherwise permitted hereunder, including any screens or graphics of the Web Site, but Licensee may use the Web Site to download, transmit, reproduce, distribute, and print Output or other Licensee Property (including, but not limited to, reports and comparisons) in connection with the Purpose and not for any other use, except as expressly permitted by this ASP Agreement;

d. notwithstanding anything in this ASP Agreement to the contrary, nothing contained herein shall restrict, limit, or deprive Licensee of the right to use, reproduce, disclose, transmit, modify, create derivative works from, distribute (by way of sale, lease, loan, rental, or otherwise), or otherwise exploit any Licensee Property in any manner whatsoever.

## **8. Term.**

a. The term of this ASP Agreement shall begin as of the date set forth above and, unless earlier terminated in accordance with the terms of this ASP Agreement or renewed, shall end on December 31, 2005 (the "Term"). The Term may be renewed for up to nine (9) additional twelve (12) month periods (each, a "Renewal Term") on the terms and conditions contained herein, provided Licensee provides notice to Licensor of its intent to renew the ASP Agreement at least thirty (30) days before the end of the Term or the then-current Renewal Term. Upon each Renewal Term, Licensor may adjust the Monthly License Fee and the Monthly Web Page Hosting Fee in amounts not to exceed the amount calculated by multiplying the then-current Monthly License Fee and the then-current Monthly Web Page Hosting Fee by the consumer price index as published in the *Wall Street Journal* on the last Monday of the then-expiring Term or Renewal Term by giving notice of its intent to adjustment to the Monthly License Fees and/or the Monthly Web Page Hosting Fee at least ninety (90) days before the end of the Term or Renewal Term. As used in this Agreement, the term "Monthly License Fee" shall mean the Monthly License Fee amount set forth in the SOW as adjusted from time to time for any Renewal Term pursuant to this Section 8. As used in this Agreement, the term "Monthly Web Page Hosting Fee" shall mean the Monthly Web Page Hosting Fee amount set forth in the SOW as adjusted from time to time for any Renewal Term pursuant to this Section 8.

b. The term of each additional User License beyond the ten (10) included in the License will expire on the date specified for that User License or upon termination or expiration of this ASP Agreement, whichever occurs first.

## **9. Updates, Maintenance, and Telephone Support**

a. Licensor will perform and provide Licensee with the updates, maintenance, and telephone support of, to, and for the System described in the SOW (collectively, "Support") at and for the C&S Fees stated therein. All such Support may, if and to the extent authorized in the SOW, be provided by Licensor through direct, toll-free telephone and/or other Internet electronic communications over the Web Site, unless other arrangements, including payment for services and disbursements, are made and agreed to by Licensor and Licensee in writing before such Support is provided.

b. The Monthly License Fee shall entitle Licensee and the Authorized Users to access and use the System during the Term and any Renewal Term. Except as otherwise provided in this Agreement, including Section 4 hereof, Licensor shall not be obligated to provide any updates, enhancements, modifications, revisions, additions, replacements, or conversions of or to the System. Any updates, enhancements, modifications, revisions, additions, replacements, conversions, or changes of or to the System or any component of the System not contained in the Specifications, including, but not limited to,

any changes, replacements or updates of or to any hardware or third party software that are part of the System, whether requested by Licensee or necessitated by obsolescence, technological enhancements, System performance, or otherwise, are outside of this Agreement and are not covered by the C&S Fees.

c. Support shall be provided via a telephonic Support Help Line as indicated in the SOW. In the event that Licensee notifies Licensor via the Support Help Line of a problem with the System, Licensor shall use commercially reasonable efforts during Support Help Line hours of operation to identify and address the problem promptly, and will, in any event, for any call received from Licensee during the Support Help Line hours of operation, initiate efforts to identify and address the problem within two (2) hours of receipt of notification thereof from Licensee.

d. If Licensee notifies Licensor of a material defect or deficiency in the Program that either renders the System non-operational or that substantially impairs the operation of the entire System, Licensor shall provide Support as required to make the System operational, and shall bear the cost, if any, of any loss, damage, liability, and other expense incurred by Licensee as a result of such material defect or deficiency. In addition, if the material defect or deficiency is not fixed within forty-eight (48) hours of Licensor being given notice, then the portion of the Monthly License Fees due or paid to access the System will be abated or refunded for the period of time beginning upon notice until the defect or deficiency is fixed.

#### **10. Fees, Payment, and Taxes.**

a. All C&S Fees and their payment terms are stated in this ASP Agreement, including the SOW, but payment thereof is subject to the terms of this ASP Agreement. Licensor's invoices to Licensee shall include the Monthly License Fee, the Monthly Web Page Hosting Fee, and any other applicable C&S Fee. Licensee shall process payment to Licensor within sixty (60) days of its receipt of Licensor's invoice. The C&S Fees are all-inclusive and constitute payment in full (and Licensor's sole and exclusive compensation) for the Services, including the customization of the Program, and the use of the System during the Term and any Renewal Term.

b. Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption No. E9998-1874-01. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute.

c. The source of funds for payments under this ASP Agreement is Fund number Payments under this Agreement must not exceed \$97,200.00 without a written amendment.

d. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of Licensee for payments to be made under this ASP Agreement, then Licensee will notify Licensor in writing of that occurrence, and this ASP Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this ASP Agreement are exhausted. Payments for Services completed to the date of notification will be made to Licensor except that no payments will be made or due to Licensor under this ASP Agreement beyond those amounts appropriated and budgeted by Licensee to fund payments under this ASP Agreement.

#### **11. Proprietary Rights.**

The parties acknowledge that Licensee shall have and retain sole ownership of and title to all Data, the Database, all reports, analyses, and output generated by or from the System (collectively, "Output"), and all patents, copyrights, trademarks, service marks, trade secrets, and other intellectual property rights in or to the Data, Database, and/or Output (collectively, "Licensee Property"), including all copies and derivative works of the Licensee Property developed by Licensee (excluding only Licensee Property) or Licensor either jointly or individually. The parties acknowledge that Licensor retains title to the System (excluding only the Licensee Property), including, but not limited to, the Program and Web Site, and further including, without limitation, all copies and proprietary audiovisual aspects of the System (excluding Licensee Property), and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in or to the System (excluding Licensee Property), including any derivative works of the System (excluding Licensee Property) developed by Licensor. Neither Licensee nor the Authorized Users shall, by virtue of this ASP Agreement or otherwise, acquire any proprietary rights whatsoever in the Web Site or Program, and Licensor shall not acquire any proprietary rights whatsoever in Licensee Property, by virtue of this ASP Agreement, by embedding, incorporating, or using any Licensee Property in or with the Program or Web Site, or otherwise. Any right in the Program or Web Site not expressly granted by Licensor under this ASP Agreement is expressly reserved by Licensor, and any right in Licensee Property not expressly granted to Licensor is expressly reserved by Licensee. All Licensee Property developed by Licensor shall be "work(s) made for hire" for Licensee of which Licensee shall be the sole "author", to the maximum extent permitted under all applicable copyright laws. In addition, if contrary to the parties' intent and agreement herein, any Licensee Property is not a "work made for hire" of Licensee, then Licensor shall, and hereby does, sell, assign, transfer, convey, set over, and deliver to Licensee the entire right, title, and interest in and to all such Licensee Property and all copyrights and other intellectual property rights therein and thereto, to be held, used, exploited, and enjoyed by Licensee in its own name for its own use and benefit, and for the use and benefit of its successors and assigns (the "I/P Assignment"). Licensor further agrees to execute and deliver to Licensee, its successors, and assigns, without any further consideration, any and all documents reasonably requested by Licensee, its successors, or assigns (including any additional, separate copyright assignments suitable for registration in the United States Copyright Office) to evidence, confirm, effect, or perfect the I/P Assignment or Licensee's, its successor's, or assign's ownership of Licensee Property.

## **12. Trademarks and Trade Names.**

Any and all of the service marks, trademarks, and trade names identifying Licensor and/or its services displayed on the Web Site are and shall remain the exclusive property of Licensor. Nothing contained in this ASP Agreement shall be deemed to give Licensee any right, title, or interest in or to any trademark or trade name of Licensor, including, but not limited to, any right to use the service marks, trademarks, or trade name of Licensor. Any and all of the trademarks, trade names, or service marks identifying Licensee, the Database, Data, Output, or any other Licensee Property used or displayed on or with the Web Site are and shall remain the exclusive property of Licensee. Nothing contained in this ASP Agreement shall be deemed to give Licensor any right, title, or interest in or to any trademark, service mark, or trade name of Licensee, including, but not limited to, any right to use the trademarks, service marks, or trade names of Licensee.

## **13. Confidentiality.**

a. All Licensee Property (as defined in Section 11 hereof) and reports, data, findings, or information in any form prepared, assembled, or provided by Licensor for Licensee under this ASP Agreement are property of Licensee and are confidential, except as specifically authorized in this ASP Agreement or as may be required by law. Licensor must not allow the Licensee Property to be made available to any other individual or organization without the prior written consent of the Licensee. Further, all documents and other information provided to Licensor by the Licensee are confidential and

must not be made available to any other individual or organization without the prior written consent of the Licensee. Licensor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this ASP Agreement. If Licensor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Licensor's possession by reason of this ASP Agreement, Licensor must immediately give notice to the Commissioner and the Corporation Counsel for the Licensee with the understanding that the Licensee will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Licensor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

b. Licensee shall authorize only the Authorized Users to use the System. Except as otherwise provided in this ASP Agreement, Licensee shall not sell, transfer, or otherwise knowingly make available for access and use any portion of the System to others.

c. Upon receipt of Licensor's reasonable written request, Licensee shall use reasonable commercial efforts to assist Licensor in attempting to confirm and prevent any bona fide, unauthorized use, copying, or disclosure of the System, the Web Site, the Program, the embedded Licensee Property, Licensee Property, or any of the proprietary algorithms or logic contained in the Program in violation of the terms of this ASP Agreement by an Authorized User who is in its employ or who is an independent contractor retained by Licensee which, in each case, originally obtains access to the foregoing via Licensee's authorization; provided, however, that (i) Licensee shall have no such obligation for any Authorized User that obtains any access or use of the Web Site (A) under a password that Licensee has previously notified Licensor in writing to terminate or disable, or (B) due to Licensor's failure to implement or maintain commercially-reasonable security measures, and (ii) the foregoing shall not in any event require or obligate Licensee to (A) commence, join, or otherwise participate in any litigation, arbitration, or other legal proceeding as a party thereto, or (B) incur any substantial expense not paid by Licensor in advance.

#### **14. Indemnification.**

a. Licensor must defend (so long as the costs of such defense are covered by Licensor's insurance policies; provided, however, that Licensor will provide to Licensee notice of any changes to Licensor's existing insurance policies), indemnify, and hold harmless the Licensee, its officers, representatives, appointed officials, and employees from and against any and all Losses related to:

- a) injury, death or damage of or to any person or property;
- b) any infringement or violation of any property right (including any patent, trademark or copyright);
- c) Licensor's failure to perform or cause to be performed Licensor's promises and obligations as and when required under this ASP Agreement, including Licensor's failure to perform its obligations to any Subcontractor; and
- d) injuries to or death of any employee of Licensor or any Subcontractor performing services or work for Licensor in connection with this Agreement.

b. "Losses" mean, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which arise out of Licensor's breach of this ASP Agreement or Licensor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors.

c. At the Licensee Corporation Counsel's option, Licensor must defend (so long as the costs of such defense are covered by Licensor's insurance policies; provided, however, that Licensor will provide to Licensee notice of any changes to Licensor's existing insurance policies) all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the Licensee has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Licensor of any of its obligations under this ASP Agreement. Any settlement must be made only with the prior written consent of the Licensee Corporation Counsel, if the settlement requires any action on the part of the Licensee.

d. To the extent permissible by law, Licensor waives any limits to the amount of its obligations to indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Licensor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The Licensor however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

e. The indemnities in this section survive expiration or termination of this ASP Agreement for matters occurring or arising during the Term or as the result of or during Licensor's performance of Services beyond the Term. Licensor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the Licensee are not limited by the Licensor's duties under this ASP Agreement.

## 15. System Warranty.

a. Licensor warrants that the System will operate in substantial conformity with the Specifications and will not contain any code intentionally designed to impair the System or corrupt the data (the "System Warranty"), provided that Licensee has not altered any portion of the System in violation of the terms of this ASP Agreement ("Unauthorized Alteration"), and provided further, however, that the addition, insertion, deletion, replacement, and substitution of Data in, from, and/or to the Database by Licensee or any Authorized User shall not constitute an Unauthorized Alteration hereunder.

b. If Licensor fails to remedy a non-conformity within fifteen (15) business days from Licensee's notice to Licensor of the non-conformity, then Licensee may terminate this Agreement without further liability and Licensor's sole obligation or liability under the System Warranty is to provide a full refund of all C&S Fees under this contract through the date of the termination and to bear all costs, if any, of any loss, damage, liability and other expense incurred by Licensee as a result of the breach of the System Warranty.

## 16. Compliance with Laws.

Licensor shall at all times observe and comply with all laws, ordinances, regulations, and executive orders of the federal, state, county, local, and city governments, in effect now or later and whether or not they appear in this ASP Agreement, applicable to the performance of Licensor's services hereunder, including all requirements of the "Lobbyist Registration Act" of the State of Illinois and laws, ordinances, executive orders and regulations prohibiting discrimination in the hiring and employment of employees; prohibiting collusion with, or bribery of, government officials; and the Aviation Security Improvement Act of 1990 (P.L. 101-604). Further, Licensor must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as



Exhibit B. Notwithstanding acceptance by Licensee of the EDS, Licensor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of Licensee. Licensor must promptly update its EDS(s) on file with Licensee whenever any information or response provided in the EDS(s) is no longer complete and accurate. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

- a. **Inspector General.** It is the duty of any bidder, proposer or Licensor, all Subcontractors, every applicant for certification of eligibility for a Licensee contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Licensor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Licensor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.
- b. **Business Relationships with Elected Officials.** Pursuant to § 2-156-030(b) of the Municipal Code, it is illegal for any elected official of Licensee, or any person acting at the direction of such official, to contact, either orally or in writing, any other Licensee official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any Licensee Council committee hearing or in any Licensee Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in § 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of Licensee; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and Licensee.

- c. **Deemed Inclusion.** Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no

event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

d. **Minority and Women's Business Enterprises Commitment.** In the performance of this ASP Agreement, including the procurement and lease of materials or equipment, Licensor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("**Municipal Code**"), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer, and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit C. Licensor's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this ASP Agreement, upon acceptance by the Chief Procurement Officer. Licensor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the Licensee

e. **Records and Audits.**

i. **Records**

1. Licensor must deliver or cause to be delivered to the Licensee all documents, including all Deliverables prepared for the Licensee under the terms of this ASP Agreement, promptly in accordance with the time limits prescribed in this ASP Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this ASP Agreement. If Licensor fails to make such delivery upon demand, then Licensor must pay to the Licensee any damages the Licensee may sustain by reason of Licensor's failure.
2. Licensor must maintain any such records including Deliverables not delivered to the Licensee or demanded by the Licensee for a period of five (5) years after the final payment made in connection with this ASP Agreement. Licensor must not dispose of such documents following the expiration of this period without notification of and written approval from the Licensee.

ii. **Audits**

1. Licensor and any of Licensor's Subcontractors must furnish the Department with all information that may be requested pertaining to the level of effort expended by Licensor in connection performing the Services. If Licensor performs any Additional "On-Call" Services for Licensee, as described in Exhibit "A", then Licensor must maintain records showing actual time devoted and costs incurred in performing those Additional Services. Licensor must keep books, documents, paper, records and accounts in connection with the Additional Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the Licensee and any other interested governmental agency, at reasonable times during the performance of its Services.
2. To the extent that Licensor conducts any business operations separate and apart from the Additional Services required under this ASP Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this ASP Agreement, then Licensor must maintain and make similarly available

to the Licensee detailed records supporting Licensor's allocation to this ASP Agreement of the costs and expenses attributable to any such shared usages

3. Licensor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of Additional Services under this ASP Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
4. No provision in this ASP Agreement granting the Licensee a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the Licensee would have had in the absence of such provisions.
5. The Licensee may in its sole discretion audit the records of Licensor or its Subcontractors, or both, at any time during the term of this ASP Agreement or within five years after the ASP Agreement ends, in connection with Additional Services provided under this ASP Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Licensor or any of its Subcontractors has overcharged the Licensee in the audited period, the Licensee will notify Licensor. Licensor must then promptly reimburse the Licensee for any amounts the Licensee has paid Licensor due to the overcharges and also some or all of the cost of the audit, as follows:

- a. If the audit has revealed overcharges to the Licensee representing less than 5% of the total value, based on the ASP Agreement prices, of the goods, work, or Services provided in the audited period, then the Licensor must reimburse the Licensee for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the Licensee conducts;
- b. If, however, the audit has revealed overcharges to the Licensee representing 5% or more of the total value, based on the ASP Agreement prices, of the goods, work, or Services provided in the audited period, then Licensor must reimburse the Licensee for the full cost of the audit and of each subsequent audit.

Failure of Licensor to reimburse the Licensee in accordance with subsection A or B above is an event of default under Section 18 of this ASP Agreement, and Licensor will be liable for all of Licensee's costs of collection, including any court costs and attorneys' fees.

**f. Chicago "Living Wage" Ordinance.**

- i. Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of Licensee contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and

clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

1. If Licensor has 25 or more full-time employees, and
2. If at any time during the performance of this ASP Agreement, Licensor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively, "Performing Parties") uses twenty-five(25) or more full-time security guards, or any number of other full-time Covered Employees, then
3. Licensor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this ASP Agreement.
  - ii. Licensor's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this ASP Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this ASP Agreement.
  - iii. As of July 1, 2004, the Base Wage is \$9.43 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this ASP Agreement, Licensor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this ASP Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Licensor and all other Performing Parties must pay the prevailing wage rates.
  - iv. Licensor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Licensor agrees to provide Licensee with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Licensor or by a Subcontractor, have been paid the Base Wage, upon Licensee's request for such documentation. The Licensee may independently audit Licensor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this ASP Agreement, and further, failure to comply may result in ineligibility for any award of a Licensee contract or subcontract for up to 3 years.

**g. Ethics.**

- i. In addition to the foregoing, Licensor warrants that:
  1. no officer, agent, or employee of Licensee is employed by Licensor or has a financial interest directly or indirectly in this ASP Agreement or the compensation to be paid under this ASP Agreement except as may be permitted

in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .

2. no payment, gratuity, or offer of employment will be made in connection with this ASP Agreement by or on behalf of any Subcontractors to Licensor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.
- ii. Licensor further acknowledges that any ASP Agreement entered into, negotiated, or performed in violation of any of the provisions of Chapter 2-156 is voidable as to Licensee.

**h. Conflicts of Interest.**

- i. No member of the governing body of Licensee or other unit of government and no other officer, employee or agent of Licensee or other unit of government who exercises any functions or responsibilities in connection with the Services to which this ASP Agreement pertains is permitted to have any personal interest, direct or indirect, in this ASP Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of Licensee or Licensee employee is allowed to be admitted to any share or part of this ASP Agreement or to any financial benefit to arise from it.
- ii. Licensor represents that it, and to the best of its knowledge, its Subcontractors if any (Licensor and Subcontractors will be collectively referred to in this Section 15(h) as “Contracting Parties”), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this ASP Agreement.
- iii. Upon the request of Licensee, Contracting Parties must disclose to Licensee their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for Licensee on applications or other documents submitted to Licensee by any of Contracting Parties’ past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify Licensee.
- iv. Without limiting the foregoing, if the Contracting Parties assist Licensee in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this ASP Agreement or afterwards. The Contracting Parties may, however, assist Licensee in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v. Further, Contracting Parties must not assign any person having any conflicting interest to perform any Services under this ASP Agreement or have access to any

confidential information, as described in Section 13 of this ASP Agreement. If Licensee, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the Services that Contracting Parties are to render for Licensee under this ASP Agreement, Contracting Parties must terminate such other services immediately upon request of Licensee.

- vi. Furthermore, if any federal funds are to be used to compensate or reimburse Licensor under this ASP Agreement, Licensor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Licensor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here
- i. **Non-Liability of Public Officials** Licensor and any assignee or Subcontractor of Licensor must not charge any official, employee or agent of Licensee personally with any liability or expenses of defense or hold any official, employee or agent of Licensee personally liable to them under any term or provision of this ASP Agreement or because of Licensee's execution, attempted execution or any breach of this ASP Agreement.
- j. **Right to Set Off**
  - i. In connection with Licensor's performance under this ASP Agreement, Licensee may offset any incremental costs and other damages Licensee incurs in any or all of the following circumstances:
    1. if Licensee terminates this ASP Agreement for default or any other reason resulting from Licensor's performance or non-performance;
    2. if Licensee exercises any of its remedies under Section of this ASP Agreement;
    3. if Licensee has any credits due or has made any overpayments under this ASP Agreement.

The Licensee may offset these incremental costs and other damages by use of any payment due for Services completed before Licensee terminated this ASP Agreement or before Licensee exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Licensor is liable for and must promptly remit to Licensee the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to Licensee.

- ii. As provided under § 2-92-380 of the Municipal Code, Licensee may set off from Licensor's compensation under this ASP Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Licensor to Licensee as those italicized terms are defined in the Municipal Code.

- iii. In connection with any liquidated or unliquidated claims against Licensor, and without breaching this ASP Agreement, Licensee may set off a portion of the price or compensation due under this ASP Agreement in an amount equal to the amount of any liquidated or unliquidated claims that Licensee has against Licensor unrelated to this ASP Agreement. When Licensee's claims against Licensor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, Licensee will reimburse Licensor to the extent of the amount Licensee has offset against this ASP Agreement inconsistently with such determination or resolution.

**17. Disclaimer of Warranties. THE WARRANTIES SET FORTH IN THIS ASP AGREEMENT ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES MADE BY LICENSOR HEREUNDER. LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION THAT THE SYSTEM, INCLUDING THE PROGRAM AND/OR THE SERVICES, WILL MEET LICENSEE'S REQUIREMENTS NOT CONTAINED IN THE SPECIFICATIONS OR THAT THE OPERATION OF THE SYSTEM, INCLUDING THE PROGRAM, AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS IN THE SYSTEM, INCLUDING THE PROGRAM, IF ANY, WILL BE CORRECTED. LICENSOR ALSO MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY, ACCURACY, OR VALIDITY OF ANY DATA AND/OR INFORMATION PROVIDED BY LICENSEE OR ANY OF ITS AUTHORIZED USERS. THE USE OF ANY SUCH DATA OR INFORMATION WILL BE AT LICENSEE'S OWN RISK UNLESS SUCH DATA IS ALTERED OR CORRUPTED THROUGH LICENSOR'S GROSS NEGLIGENCE OR INTENTIONAL ACTION.**

**18. Events of Default, Remedies, Early Termination**

**a. Events of Default defined:**

1. Licensor's material failure to perform any of its obligations under this ASP Agreement including the following:
  - a) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
  - b) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - c) Failure to promptly re-perform, as required, within a reasonable time and at no cost to Licensee, Services that are rejected as erroneous or unsatisfactory;
  - d) Discontinuance of the Services for reasons within Licensor's reasonable control;
  - e) Failure to comply with the nondiscrimination section of the ASP Agreement;

- f) Failure promptly to update EDS(s) furnished in connection with this ASP Agreement when the information or responses contained in it or them is no longer complete or accurate;
  - g) Failure to comply with any other material term of this ASP Agreement, including the provision concerning insurance; and
  - h) Any other acts specifically stated in this ASP Agreement as constituting an act of default.
2. Any change in ownership or control of Licensor without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law), which approval the Chief Procurement Officer will not unreasonably withhold.
  3. Licensor's default under any other agreement it may presently have or may enter into with Licensee for the duration of this ASP Agreement. Licensor acknowledges that in the event of a default under this ASP Agreement Licensee may also declare a default under any such other agreements.
  4. Licensor's violation of a City of Chicago ordinance(s) unrelated to performance under the ASP Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for Licensee laws and regulations.
  5. Any material misrepresentation, whether negligent or willful, and whether in the inducement or in the performance, made by Licensor to Licensee.

**b. Remedies**

1. **Notices.** The occurrence of any event of default permits Licensee, at Licensee's sole option, to declare Licensor in default. The Chief Procurement Officer may in his sole discretion give Licensor an opportunity to cure the default within a certain period of time, which period of time must not exceed thirty (30) days unless extended by the Chief Procurement Officer. Whether to declare Licensor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this ASP Agreement.

The Chief Procurement Officer will give Licensor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"): If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this ASP Agreement, and the decision to terminate is final and effective upon giving the notice in accordance with the provisions of Subsection 20(e). If the Chief Procurement Officer decides not to terminate, this decision will not preclude him from later deciding to terminate the ASP Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Licensor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section, Licensor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this ASP Agreement, whether completed or in the process, to Licensee.

2. **Exercise of Remedies.** After giving a Default Notice, Licensee may invoke any or all of the following remedies:



- a) The right to take over and complete the Services, or any part of them, at Licensor's expense and as agent for Licensor, either directly or through others, and bill Licensor for the cost of the Services, and Licensor must pay the difference between the total amount of this bill and the amount Licensee would have paid Licensor under the terms and conditions of this ASP Agreement for the Services that were assumed by Licensee as agent for Licensor under this Section ;
- b) The right to terminate this ASP Agreement as to any or all of the Services yet to be performed effective at a time specified by Licensee;
- c) The right of specific performance, an injunction or any other appropriate equitable remedy;
- d) The right to money damages;
- e) The right to withhold all or any part of Licensor's compensation under this ASP Agreement;
- f) The right to deem Licensor non-responsible in future contracts to be awarded by Licensee.

3. Licensee's Reservation of Rights. If the Chief Procurement Officer considers it to be in Licensee's best interests, he may elect not to declare default or to terminate this ASP Agreement. The parties acknowledge that this provision is solely for the benefit of Licensee and that if Licensee permits Licensor to continue to provide the Services despite one or more events of default, Licensor is in no way relieved of any of its responsibilities, duties or obligations under this ASP Agreement, nor does Licensee waive or relinquish any of its rights.

4. Non-Exclusivity of Remedies. The remedies under the terms of this ASP Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as Licensee considers expedient.

**c. Early Termination**

- a. In addition to termination under Subsections 18(a) and 18(b) of this ASP Agreement, Licensee may terminate this ASP Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from Licensee to Licensor. The Licensee will give notice to Licensor in accordance with the provisions of Subsection 20(e). The effective date of termination will be the date the notice is received by Licensor or the date stated in the notice, whichever is later. If Licensee elects to terminate this ASP Agreement in full, all Services to be provided under it must cease and all Licensee Property (as defined in Section 11 hereof) that may have been developed prepared in performing this ASP Agreement, whether completed or in the process, must be delivered to Licensee effective ten (10) days after the date the notice is considered received as provided under Subsection 20(e) of this ASP Agreement (if no date is given) or upon the effective date stated in the notice.
- b. After the notice is received, Licensor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Section 8, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the

compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The Licensee and Licensor must attempt to agree on the amount of compensation to be paid to Licensor, but if not agreed on, the dispute must be settled in accordance with Subsection 20(m) of this ASP Agreement. The payment so made to Licensor is in full settlement for all Services satisfactorily performed under this ASP Agreement.

- c. Licensor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against Licensee arising from termination of subcontracts after the early termination. Licensor will not be entitled to make any early termination claims against Licensee resulting from any Subcontractor's claims against Licensor or Licensee.
- d. If Licensee's election to terminate this ASP Agreement for default under Subsection 18(a) is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section.

## 19. Termination.

a. Notwithstanding the Term and any Renewal Term pursuant to Section 8 hereof or anything to the contrary in Section 18 hereof, but subject to Licensee's right to any applicable notice and opportunity to cure, Licensor shall have the right to terminate this ASP Agreement, including the License and any User Licenses, upon (i) Licensee's failure to make any payment to Licensor in accordance with the terms of this ASP Agreement including, Subsection 10(a) hereof; or (ii) the material breach of any obligation under this ASP Agreement by Licensee or any Authorized User(s) (the "Breaching Users"). If Licensee fails to pay any of the C&S Fees within (45) days of receiving Licensor's invoice therefor, then Licensor shall provide Licensee with notice of failure to pay. If Licensee has not made payment within ten (10) days of the date of Licensee's receipt of such notice, then Licensor may terminate this ASP Agreement and any License granted hereunder upon written notice. In the event of Licensee's breach of the obligations set forth in Section 6 or Section 7 hereof, or involving action or inaction adverse to Licensor's confidential information or proprietary rights by Licensee or an Authorized User, Licensor shall provide Licensee with notice of such breach. If Licensee has not cured such breach within five (5) days after receipt of such notice, then Licensor may immediately terminate this ASP Agreement or, at its option, suspend or terminate any License, including access to the Web Site and to the System, and without refund of any C&S Fees. In the event of a material breach by Licensee or any Authorized User of any other obligation of Licensee hereunder, Licensor shall provide Licensee and such Breaching Users (if applicable and if known to Licensor), with notice of such material breach, identifying in reasonable detail the breach. If Licensee has not cured such material breach within thirty (30) days after notice of such other material breach has been received by Licensee, Licensor may at its election, effective immediately upon written notice to Licensee and (if applicable and known to Licensor) the Breaching Users, terminate this ASP Agreement, including the License and any User Licenses, and/or terminate the License and any User Licenses with respect to the Breaching Users, including access by the Breaching Users to the System and all other license rights granted to Licensee with respect to such Breaching Users, without further notice to Licensee, and without refund of any C&S Fees paid by Licensee for the Breaching Users for the Term. Upon any such termination of this ASP Agreement, both parties shall perform their respective obligations under Subsection 19(c). Nothing herein shall impose any liability or responsibility upon Licensee for any breach, act, or omission of any Breaching User who is not (i) employed or authorized by Licensee, or (ii) authorized by Licensee to commit such material breach hereof.

b. Upon any termination, completion, or expiration of this ASP Agreement whatsoever (each, a "Termination"), and provided that all undisputed payments have been made to Licensor in accordance with Subsection 19(c), Licensor shall, for no additional consideration: (i) deliver a complete, accurate, up-to-date copy of the Database (in SQL format) directly to licensee on CD-ROM, (ii) sell, convey, and deliver the Server directly to Licensee, free and clear of any and all liens, as set forth in the SOW, (iii) assign and deliver the Microsoft SQL Software License directly to Licensee, and (iii) transfer all of the Data into a comma delimited flat file with an explanation document or Entity Relationship Diagram and data dictionary regarding the data elements, keys & relationships, and forward with the data any types of field edits, validations and/or address cleansing; and (iv) destroy and purge all other copies (including computerized back-ups) of the Database, Data, or Output then in Licensor's possession, custody, or control, except for any copy installed on the Server to be delivered to Licensee. Licensor shall not have, claim, or retain any right, title, or interest whatsoever in or to the Data, Database, Output, Server, or Microsoft SQL Software on or after any Termination

c. In the event of any Termination by Licensee other than for Licensor's material breach of this ASP Agreement, Licensee shall pay Licensor in accordance with the ASP Agreement for any applicable outstanding Monthly License Fees and Monthly Web Page Hosting fees that have accrued and for Services performed and expenses incurred by Licensor up to and including the date of Termination. Licensor shall make no other claim against Licensee for additional compensation by reason of such Termination.

d. Upon any termination or expiration of this ASP Agreement, the rights and obligations of the parties shall cease, except for those under Sections 11-15 (inclusive), 17, 18, and 20(f), and any other rights or obligations of the parties under this ASP Agreement that by their very nature or terms would survive such termination or expiration.

## **20. Miscellaneous.**

a. **Entire Agreement.** As used herein, the "ASP Agreement" means, incorporates, and consists of, collectively: (i) Sections 1 through 20 hereof, inclusive and (ii) the Exhibits attached hereto. This ASP Agreement (as defined above), when signed by both parties, evidences the complete, final, and sole understanding and agreement of the parties with respect to its subject matter. This ASP Agreement supersedes and merges all previous proposals of sale, communications, representations, understandings, and agreements, whether oral or written, by either party or any other person or entity with respect to its subject matter. This ASP Agreement may not be modified except by a writing signed by authorized representatives of both parties. Each party acknowledges that the other party has entered into this ASP Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages, and the indemnification obligations set forth in this ASP Agreement, and that the same form an essential basis of the bargain between the parties.

b. **Force Majeure.** The unavailability of the Web Site shall be excused, and Licensor shall not be liable or responsible if the availability of the Web Site is adversely affected or caused, by unforeseeable factors beyond Licensor's reasonable control, including, but not limited to, acts of God, shortages of materials, supplier, or other resources (including, without limitation Internet blackouts and brownouts, loss of Licensor's utility services, and failure of third-party software or servers), war, riots, embargoes, civil emergencies, strikes or other labor difficulties, sabotage, casualties, acts of nature (including flood, blizzard, or earthquake), or other such occurrences (each such event, to the extent unforeseeable and beyond Licensor's reasonable control, an "Event of Force Majeure"). If unavailability of the Web Site because of any Event of Force Majeure lasts more than five (5) business days, then Licensee may terminate this ASP Agreement.

c. **Further Assurances.** Licensor shall, at any time and from time-to-time, complete, execute, and deliver to Licensee all forms required by the Licensee and any other documents reasonably requested by Licensee to effectuate the terms of this ASP Agreement.

d. **Assignment.**

- i. Licensor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this ASP Agreement: (i) unless otherwise provided for elsewhere in this ASP Agreement; or (ii) without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this ASP Agreement. No approvals given by the Chief Procurement Officer, including approvals for the use of any Subcontractors, operate to relieve Licensor of any of its obligations or liabilities under this ASP Agreement.
- ii. All Subcontractors are subject to the prior approval of the Chief Procurement Officer. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this ASP Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this ASP Agreement to the satisfaction of the Department, the Licensee has the absolute right upon written notification to immediately rescind approval and to require the performance of this ASP Agreement by Licensor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this ASP Agreement under no circumstances operates to relieve Licensor of any of its obligations or liabilities under this ASP Agreement.
- iii. Licensor, upon entering into any agreement with a Subcontractor, must furnish upon request of the Chief Procurement Officer or the Department a copy of its agreement. Licensor must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this ASP Agreement, provide that the Subcontractors are subject to all the terms of this ASP Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of Licensee's rights under this ASP Agreement, such agreements may contain different provisions than are provided in this ASP Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.
- iv. Licensor must not transfer or assign any funds or claims due or to become due under this ASP Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Licensor under this ASP Agreement, without such prior written approval, has no effect upon the Licensee.
- v. Under § 2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this ASP Agreement. Any such payment has the same effect as if the Licensee had paid Licensor that amount directly. Such payment by the Licensee to Licensor's Subcontractor under no circumstances operates to relieve Licensor of any of its obligations or liabilities under this ASP Agreement. This section is solely for the benefit of the Licensee and does not grant any third party beneficiary rights.

vi. The Licensee reserves the right to assign or otherwise transfer all or any part of its interests under this ASP Agreement to any successor.

e. **Notice.** Any notice to be provided by one party to another pursuant to the terms of this ASP Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt by any "Contact Person" for the party, as designated below; (ii) if mailed, four (4) days after deposit in the U.S. mails, first-class postage prepaid, certified mail, return receipt requested, to the address of the receiving party set forth at the beginning of this ASP Agreement; and (iii) if by courier or delivery service, on the last date specified by the courier/delivery service for delivery to the address of the receiving party set forth at the beginning of this ASP Agreement. Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above. For purposes of this ASP Agreement, failure or refusal to accept receipt of any notice shall constitute receipt nonetheless.

f. **No Waiver.** The waiver or failure of either party to exercise any right in any respect provided for in this ASP Agreement shall not be deemed a waiver of any other right related to this Agreement.

g. **Enforceability.** If for any reason a court of competent jurisdiction finds any provision of this ASP Agreement, or portion of it, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this ASP Agreement shall continue in full force and effect.

h. **Remedies.** Unless otherwise specified in this ASP Agreement, the rights and remedies of both parties set forth in it are not exclusive and are in addition to any other rights and remedies available to them at law or in equity.

i. **Headings.** The headings of the sections of this ASP Agreement are inserted for convenience only and shall not constitute a part of this ASP Agreement or affect in any way the meaning or interpretation of this ASP Agreement.

j. **Independent Contractors.** The parties are independent contractors. Each party shall be solely responsible for its own acts and omissions in accordance with the terms of this Agreement, and neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent acts or omissions.

k. **Authorized Representative.** Both the respective party and the person who signs this ASP Agreement for the party represents that such person is a representative of the party and is authorized to sign this ASP Agreement on the party's behalf, and that, upon such person's signature for the party, this ASP Agreement will be binding upon and enforceable against the party in accordance with its terms.

l. **Choice of Law.** The terms and provisions of this ASP Agreement shall be interpreted in accordance with and governed by the laws of the State of Illinois.

m. **Disputes.** Except as otherwise provided in this ASP Agreement, Licensor must and Licensee may bring any dispute arising under this ASP Agreement which is not resolved by the parties to the Chief Procurement Officer of the City of Chicago for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to Licensor by mail. The decision of the Chief Procurement Officer is

final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

- n. **Joint and Several Liability** If Licensor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this ASP Agreement, each and without limitation every obligation or undertaking in this ASP Agreement to be fulfilled or performed by Licensor is the joint and several obligation or undertaking of each such individual or other legal entity.
- o. **Business Documents** At the request of Licensee, Licensor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.
- p. **Amendments**

Except as provided in Section 8 of this ASP Agreement, no changes, amendments, modifications or discharge of this ASP Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Licensor and by the Mayor, Comptroller, and Chief Procurement Officer of Licensee or their respective successors and assigns. The Licensee incurs no liability for additional services without a written amendment to this ASP Agreement under this Subsection 20(p).

Whenever under this ASP Agreement Licensor is required to obtain Licensee's prior written approval, the effect of any approval that may be granted pursuant to Licensor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

- 21. **Authority** Execution of this ASP Agreement by Licensor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Licensor has been made with complete and full authority to commit Licensor to all terms and conditions of this ASP Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

The parties' assent to this ASP Agreement as of the date first set forth on the first page of this ASP Agreement is established by the following signatures of their authorized representatives.

**C&S ENGINEERS, INC.**

**CITY OF CHICAGO**

By: 

Name: Ronald L. Peckham

Title: Senior Vice President

Contact Person: Abeer Khatib

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

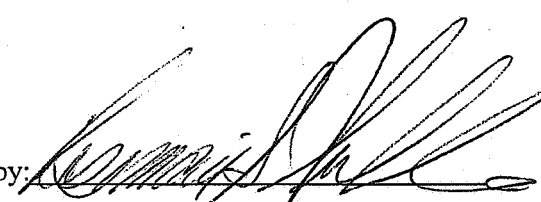
Mayor

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

Comptroller

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

Chief Procurement Officer

Recommended by: 

Executive Director, O'Hare Modernization Program

**Scope of Work**  
**LandTrack**  
**O'Hare Land Acquisition Parcel Management System**

*Date: July 1, 2004*

**Background:**

Per agreement dated February 14, 2003 and signed between C&S Engineers, Inc. (C&S) and Boyle and Associates, Ltd., "LandTrack" was customized for the purpose of the Land Acquisition Program for Chicago O'Hare Airport (O'Hare). Per agreement, C&S provided the City of Chicago (the City) and its Authorized Users (as defined in the agreement) with access to the non-exclusive proprietary program via an Internet connection.

The City wants to continue to utilize the GIS-based parcel management system developed by C&S for the term of the attached ASP agreement. C&S will extend the license of its non-exclusive proprietary software program for a term of 12 months and will provide additional customization as detailed below.

**Article I. Overview**

**Database Setup** – C&S provided the City and its Authorized Users with a non-exclusive license of its Land Acquisition Application for the purposes of the monitoring, tracking and reporting the progress of the program and such other applications as are permitted by the Purpose. C&S will continue to provide real-time access to the data of the Land Acquisition Application and daily backup and maintenance of the database remotely.

The City and its Authorized Users will continue to access LandTrack to generate reports, query data, log communications, mail merge letters and monitor the progress of the program.

**ASP Agreement** – This scope of work is subject to (and forms a part of) the ASP Agreement executed between C&S and the City, made effective as of January 1, 2004.

**Software** - Beyond what is normally needed to operate an Internet browser running on a Windows 98 or higher operating system with cookies enabled, no specialized software will be required by the users to enable use of "LandTrack".

**Hardware** - No hardware will be provided to the City as part of the Lump Sum Fee for the scope of work. All the data will reside at C&S 's office in Syracuse, New York.

**Data** – If either party terminates the ASP Agreement, or if the ASP Agreement expires, C&S will provide the City or its designated representative with a copy of the database files only and not a copy of **C&S's non-exclusive proprietary program**. The Data and the Database are owned by the City, and C&S will provide the City with the data upon the expiration of the ASP Agreement or upon termination of the ASP Agreement contract by either party. A SQL backup



of the Database will be provided to the City Agency or its designated representative and/or tables exported into MS Access.

**Internet Access** – System users must have acceptable Internet access and Internet browser enabling use of the Land Acquisition Application, which requires a minimum of 56-KB modem or preferably access to a T1 phone line, due to the fact that maps usually need more resources to process and display. The Application will continue to be hosted at C&S' office in Syracuse NY and will allow simultaneous users to access and update the data.

**Availability of the System** - C&S will continue to have the system up and running 24 hours a day. C&S will have phone support from 7 a.m. to 4 p.m. Central Time, Monday through Friday, except national holidays.

**Security** - The Application is accessible to Authorized Users and it has three built-in levels of security. Levels vary from read-only to administrative.

**Article II. Specifications and Fee Breakdown** – The following are lists of tasks to be performed, and payment to be made therefor, in accordance with the ASP Agreement:

**Task –1: Miscellaneous Customization (Lump Sum Fee)**

Task #	Task	Fee	Description
<b>1</b>	<b>Miscellaneous Customization</b>		
1-1	Add "Mixed Use Classification" under 'Status' in the Parcel tab		
1-2	Add "Date of Filing" column to the Condemnation Status Report.		
1-3	List all PDF reports separately by NW and SW.		
1-4	Add additional fields to the parcel, owner and tenant tabs to reflect the Business and Residential Questionnaire.		
1-5	Add a field for "Negotiation Date" under the Settlement tab.		
1-6	Reduce space used on top portion of the screen to allow tab's data to be more viewable.		
1-7	Percentage of acreage acquired? Totals and sub-totals by NW and SW.		
		<b>\$ 3,000.00</b>	

**Task – 2: Modify Statistics (Lump Sum Fee)**

Task #	Task	Fee	Description
2	Statistics – add the ability to obtain percentage for the NW and SW from various fields		Have a separate Task Statistics for the Owner/Tenant level. 1. User will select area (NW/SW); 2. User selects nonresidential, residential or both; 3. User selects whether Date Vacated is filled in or not. Returns percentage results. 4. User can select roads from the dropdown menu
2-1	Percentage on businesses vacated?		
2-2	Percentage on residential units relocated		
2-3	Percentage of acreage acquired? Totals and sub-totals by NW and SW.		
2-4	Percentage of total businesses in area by roads?		
		\$ 7,800.00	

**Task – 3: Query (Lump Sum Fee)**

Task #	Task	Fee	Description
3	Implement custom dynamic Query Tool		Allow user to list, sum, count and filter from fields agreed upon on each tab. Each query generated can also be saved and run in the future use.
	<b>Total Task # 3 =</b>	<b>\$ 24,000.00</b>	

**Task – 4: Expenses (Lump Sum Fee)**

Task #	Task	Fee	Description
4	Tracking expenses (checks)	\$ 12,000.00	This utility will allow the users to enter expenses for each individual owner and tenant. The fields will include check payable to, date requested, date dispersed, check # and date prepared, amount and notes.
<b>Total Task # 4 =</b>		<b>\$ 12,000.00</b>	

**Task – 5: Monthly licensing and hosting fee (Monthly fee)**

The licensing fee will cover the following tasks: Hosting, monitoring, and maintenance of "LandTrack", 7:00 a.m. - 4:00 p.m. Central Time (Mon. – Fri.) phone support, daily back-up, and maintenance of the Database, maintaining passwords and user ID's, and monthly database backup copies.

Task #	Task	Fee	Description
5	Monthly licensing and hosting fee ( \$2,100 per month for the period 1/1/04 - 12/31/04)		
<b>Total Task # 5 =</b>		<b>\$ 25,200.00</b>	

Costs are projected, based on information provided to C&S by City staff.

Total Lump Sum Tasks = \$46,800.00  
 Total Monthly Fees = \$25,200.00  
 Total Contract Amount = \$72,000.00

**Additional Services:**

C&S will perform additional "on-call" services if needed under the ASP Agreement at hourly rates. C&S must receive written authorization from authorized City staff before performing any additional "on-call" service.

**Hourly Billing Rates:**

The following are the agreed upon hourly billing rates for on-call services.

Title/ Year	2004	2005
Principal in Charge	\$195	\$205
Project Manager	\$145	\$155
Senior Programmer	\$112	\$118
Network Engineer	\$110	\$116
Programmer	\$86	\$92
GIS Specialist	\$80	\$85

GIS Technician	\$72	\$76
Graphics Designer	\$74	\$78
Administrative Assistant	\$63	\$67

**Invoicing:**

**a. Monthly licensing and hosting fee (Task # 5)**

C&S will invoice the City monthly on the first day of the month.

**b. Lump Sum Fee (Tasks #'s 1, 2, 3, and 4)**

C&S will invoice 20% of the Lump Sum Fee as soon as ASP Agreement is executed by the City, and an additional 60% will be invoiced upon delivery. The remaining 20% will be invoiced one month after completion of all Tasks.

**c. Additional "On-call" Tasks ( Cost Reimbursement + Expenses )**

C&S will invoice the City monthly, using the rates set forth above, for the actual hours expended and expenses incurred in performing any authorized additional "on-call" task.

**Delivery:**

C&S will strive to deliver Tasks #'s 1, 2, 3 and 4 within five (5) weeks from the date it is authorized to proceed.

END