LCPtracker
Labor Compliance Software

STATEMENT OF WORK

Chicago Housing Authority

CHANGE.
CHICAGO HOUSING AUTHORITY

Submitted by:

6-18-12
LCPtracker, Inc.

PO Box 187
Orange, CA 92856
(714) 669-0052
www.lcptracker.com

1) Background

Chicago Housing Authority (CHA) has identified LCPtracker's Labor Compliance software as the computer system of choice to meet its labor compliance program requirements. LCPtracker is an Application Service Provider (ASP) web-hosted software program from LCPtracker, Inc. that minimizes paperwork and labor hours when enforcing a Labor Compliance Program on public works construction projects. LCPtracker creates an online database of all certified payroll reports (CPR), generates audits logs and has standard letters, electronic documents, attachments and many other features for correspondence to contractors.

LCPtracker consists of three modules-databases: a contractor database, an administrator database, and a prevailing wage database. These three modules work together to provide a web-based program to capture, check and report on Certified Payroll Reports, as well as other related data and reporting. The eDocuments element is an additional function which enhances the posting and collection of documentation. Each component is briefly described below:

- **Contractor Module:** The contractor database allows the contractor to enter the Certified Payroll data online. The system will check the contractor data against the prevailing wage database and alert the contractor of any problems. The contractor can then certify and submit their Certified Payroll Reports (CPR) online. Several reports exist to help the contractor manage the submittal of CPR reports. The contractor can also define their subcontractors in the system, which allows them to submit on-line as well.

- **Administrator Module:** The administrator database allows the administrator to track the status of CPR submittal, review submitted CPRs, and report on the data in the CPRs in a wide variety of ways. The administrators can also track the status of all documents required or created with respect to the prevailing wage reporting. A site visit reporting capability is also provided.

- **Prevailing Wage Database:** A prevailing wage database contains the wage information appropriate to the project. This database is indexed by location, rates, project, labor craft, and labor classification within that craft. You can maintain this database or you can contract with LCPtracker to maintain the database. The prevailing wage database has a robust tool that checks, validates and reports issues to the contractors and administrator automatically.

- **eDocuments:** Allows the administrator, to create standard document submittals that are electronically uploaded. Any type of file or document can be tracked in the labor compliance Database.

2) LCPtracker Key Personnel

LCPtracker Team Contact Information			
Kris Vincil	Account Manager	714-669-0052 ext. 105	kvincil@lcptracker.com
Christina Nagel	Project Manager	714-669-0052 ext. 107	cnagel@lcptracker.com
Jesse Aguirre	Customer Support	714-669-0052 #4	support@lcptracker.com
Luis Ventura	System Administrator	714-669-0052 ext.	lventura@lcptracker.com

CHA Team Contact Information			
Risa Pincus	Compliance Manager	(312) 935-2663	rpincus@thecha.org
Valerie Hawthorne-Berry	Director Procurement & Contracts	(312) 786-3468	Vhawthorne-berry@thecha.org
Ayanna Lawrence	Contract Compliance Officer	(312) 786-3322	alawrence@thecha.org

3) LCPtracker Standard Functionality

LCPtracker, out-of-the box software, provides a significant number of standard features that are available to CHA.

These include:

- Web-based prevailing wage/labor compliance software
- Contractors report Certified Payroll Reports electronically using esignature technology.
- Validation Engine which includes over 50 mathematical and logical checks which are done to each, incoming payroll. System has checks for meeting prevailing wage, overtime paid, apprentice approval, etc. Administrators have ability to set these and to define how they want contractors notified of any potential errors/discrepancies.
- System contains a prevailing wage database in which appropriate wage decisions are applied to each project. System checks incoming payrolls against this database for potential errors.
- LCPtracker generates over 50 standard reports including Certified Payroll Reports, Summary CPR, Late Report, Penalty/Restitution Calculation, Workforce Summary Reports, ARRA/Stimulus Reports, Apprentice Reports, including Apprentice to Journeymen Rations, Management List Reports, HUD Reports, Holiday Report, and many more.
- Robust, secure and scalable architecture capable of handling millions of records.
- Electronic documents module which allows the administrator to collect, monitor and catalog any electronic documents, i.e., fringe benefit statements, apprentice certifications, etc.
- Site Visit Interview form and report. Site visit may be done at job site using a wireless PDA device. The site visit report then cross-references to CPR submitted for the week and discrepancies are highlighted.
- Letters/Templates – standard letters may be used to send out to contractors via email, or printing and mailing. Basic company and address data is populated to the template.
- LCPtracker interfaces with many, industry leading contractor accounting systems such as QuickBooks, Construction Partner, ADP, etc. Additionally, LCPtracker offers Direct Payroll Interface and can interface most contractor payroll files to our database.
- Administrators have the ability to accept/reject payrolls and send and track Notices and Responses to and from the contractors.
- Federal databases collect SSNs and addresses of employees, but do not display them on the CPRs.
- Ad-hoc reporting module is available as an add-on service.
- LCPtracker's training program for administrators and contractors alike includes, onsite/web-hosted sessions, online weekly classes, user manuals, and numerous eTraining videos and support documents.
- Multi-tiered security and access rights for staff.
- 24/7 availability of system with 99% up time

4) Assumptions:

The following assumptions govern the delivery of this Scope of Work:

- CHA is responsible for the provision of contract data in LCPtracker's standard import format.

- The basic functionality of LCPtracker will be implemented during this project with no customizations, except as identified in this statement of work.

- CHA will be responsible for defining any additional structure during the application use.

- CHA will provide the necessary DBA and Programmer Analyst resources required to support the project.

- LCPtracker will be responsible for backup and recovery of project instances, user setups, installation of program and data objects, configuration management and control and performance tuning.

- CHA will designate a full time Project Manager to lead the project, from CHA's perspective, chair project meetings, expedite project decisions, provide access to key personnel as required and provide communications to CHA project team concerning progress and issues.

- LCPtracker will provide a project manager to give guidance to CHA during the use of the system.

- LCPtracker is responsible for ongoing, pre-scheduled, web-based, administrator and contractor training.

- LCPtracker is responsible for the support and production operations of the system.

5) LCPtracker Administrative & Contractor Training

LCPtracker contains a variety of training tools available to CHA Administrators and contractors to allow them to increase their proficiency in utilizing the system. There is no additional cost associated with using these training methods; they are included in the annual license. These tools include:
1. Instructor-led training
2. Self-led video training
3. Self-led training document review
4. Contractor instruction manual

Instructor-led training consists of web-based training classes whereby the instructor will walk the contractor through the LCPtracker database. Content covered includes: setting up employees, setting up subcontractors, creating an esignature password, selecting crafts/classifications for employees, setting default hourly rates for fringes, entering a payroll record (both manual and upload), definition of notices and how to clear them, certifying both performing and

non-performing payrolls, managing apprentices, editing and re-certifying a CPR, use of eDocuments, and use of reports. Web classes are routinely offered twice per week, and onsite sessions may be scheduled as well.

Self-led video training consists of a series of eTraining videos that a contractor may view at his leisure. Once a contractor receives a user id and password from LCPtracker, he may login to view one of several training videos posted on our eTraining link. Many of these are short in duration and cover specific topics such as, editing an existing CPR, setting up an eSignature password, etc. There is also a full-length training session, which details all of the content in the instructor-led training.

Self-led training document review consists of a series of eTraining documents that a contractor may view at his leisure. Once a contractor receives a user id and password from LCPtracker, he may login to view one of several training documents posted on our eTraining link. Most of these documents have screen shots from the database, as well as, text to follow along.

Contractor instruction manual is a comprehensive guide to using LCPtracker. It is made available to contractors at the onsite training session and is also available on the eTraining link in LCPtracker.

6) Customer Support

LCPtracker provides support services to clients to address needs by utilizing experienced Project Managers and support staff empowered to assist clients and contractor users. All of the items listed below are standard support features for our clients.

1) GO-TO ASSIST REMOTE LOGIN BY OUR SUPPORT TEAM

LCPtracker provides Go-to-Assist ability for administrators and contractor users of LCPtracker. This is a fantastic feature that allows LCPtracker technicians the ability to take over our users system to assist them in the technical question they have.

2) SUPPORT FOR HOSTED SYSTEM

As part of our hosted ASP system, unlimited technical problem solving support is provided. Support is provided by phone and email to both staff and contractors. Issues, questions, and concerns regarding transactions and other account updates will be directed to the designated staff member.

3) CONTACT SUPPORT

LCPtracker primary support contacts:
Phone:	(714) 669-0052, #4
E-mail:	support@LCPtracker.com

Local phone numbers, and any applicable direct access numbers, are designated on a case-by-case basis to best serve the customer. Contact information will be provided during implementation, and posted online for end users to view.

Hours of Availability - LCPtracker's support departments are available during the hours listed below:

Customer Support:	8:00 am to 5:00 pm Pacific Time, Monday through Friday
Technical Support:	7:00 am to 5:00 pm Pacific Time, Monday through Friday
Business Hours:	7:00 am to 5:00 pm Pacific Time, Monday through Friday

Normally, calls and emails that are received after hours are responded to the following business day. Priority 1 calls, once logged during business hours, are generally worked through to completion even outside of normal business hours. All other support calls are typically answered within 24 - 48 hours.

7) Pricing

The chart below references the details of the LCPtracker software program and associated costs for CHA.

Description	Unit	Unit Fee	Total
			20% Discount
Annual Flat Rate License Fee Choose multiple projects up to $225mm in construction contract value during the contract year			
▪ 3 – Year Contract	1	$71,280	$59,400
Optional Years			
▪ Year 4	1	$23,760	$19,800
▪ Year 5	1	$23,760	$19,800
LCPtracker Prevailing Software Service includes: - Unlimited administrative & contractor users - Ongoing, onsite/web-training for Administrators and Contractors - Use of all LCPtracker standard functionality and reporting - Unlimited Administrative and Contractor phone and email technical support			
Total Fees for 3-Year Contract + (2) 1-Year Optional Renewal			$99,000

11) Terms

The value of construction is calculated by adding up all active projects in the system. The value of projects marked as "Active" within the database is determined by the total of project Budget amounts. The "Budget" field is defined as the construction Bid Amount of the award. Change orders or increases are not factored in. Construction value is determined only by the original bid amount of the award.

1. This calculation is done monthly by LCPtracker. If a project is completed and closed, the project will no longer be counted in that month's open active projects. The annual fee does not change unless the following occurs.
   a. If the construction projects entered in LCPtracker exceed the level purchased in any month during the contract year, the next construction level difference will be invoiced. This invoice becomes due and payable for the existing year's annual contract amount.
   b. Subsequent year renewals will be calculated and invoiced at the anniversary renewal month's open active project construction value for that month.
2. All fees for the annual contract are due at signing of contract.
3. Customized or additional services are charged 50% up front upon signing of the contract, and 50% upon the delivery of the customization or service to the client.
4. Data entry for prevailing wage data is charged at $75 per hour at the end of the month that the data entry service was provided.
5. Annual contracts may be cancelled on the annual anniversary only with written request to cancel.
6. Semi-annual or annual invoice terms are acceptable.
7. Development, customization and other software related services are $150.00 per hour.
8. Client is responsible to close projects as they are completed. Projects that have active status will be billed.
9. LCPtracker reserves the right to validate actual construction costs of projects managed by LCPtracker. Client agrees to provide this data to LCPtracker upon our request.
10. This Order Form is subject to the terms and conditions of the LCPtracker Software Usage Agreement as accepted by customer upon commencement of service.
11. Client requested Audits are chargeable at an hourly rate of $150.00 per hour of LCPtracker staff time.
12. Existing multi-year contracts and purchase orders will be honored.
13. Access to LCPtracker service will be suspended upon non-payment of fees due. When any invoice has not been paid for 90 days from the due date of the invoice a letter of "suspension and request for payment" will be sent. A grace period of 30 days to pay the back due invoices will be extended. If the invoices are not paid within the 30 days, the service will be suspended until all back due amounts are paid in full.
14. Any services provided by LCPtracker or its agents are governed by a separate agreement.

Travel Costs

All Travel charges will be reimbursed at cost to LCPtracker.

Software Usage Agreement

Application Service Provider-LCPtracker Program (LCPtracker)™

LCPtracker is a powerful tool that will help your organization comply with the new State, Federal and local regulations to manage your certified prevailing wage payroll requirements. LCPtracker utilizes the latest development in web and PDA technology that allows organizations the ability *collect* labor data, *validate* it against the State, Federal and local labor compliance regulation and prevailing wage databases, allowing our clients to *track* variance compliance, *report* on the findings, and create necessary *audit* logs.

LIMITED USE SOFTWARE AND DATA LICENSE AGREEMENT

BY SIGNING AND RETURNING THIS AGGREEMENT YOU ARE ACCEPTING THE TERMS AS STATED WITHIN.

You, as the User, assume full responsibility for the selection of the software and its associated data and/or information to achieve his/her intended results, and for the installation, use and results obtained from the software.

THIS DOCUMENT STATES THE TERMS AND CONDITIONS UPON WHICH LCPtracker, Inc. ("LCPTRACKER") OFFERS TO LICENSE THE SOFTWARE , NOT SELL, TO YOU FOR USE ONLY UNDER THE TERMS OF THIS LICENSE AND LCPTRACKER RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU UNDER THIS AGREEMENT.

1. License: The User acknowledges that the software program and documents and underlying ideas, algorithms, concepts, procedures, processes, principals and methods of operation are confidential and contain trade secrets, and User shall use its best efforts to maintain the confidentialities thereof.

User acknowledges that all intellectual property rights and the programs and documents are owned by LCPtracker without limiting the generality of the preceding sentence, the programs, documents and user manuals are copyrighted and may not be copied except as specifically allowed by this license for backup purposes and to load the program on to the computer as part of executing the programs. All other copies of the programs and related user manuals are in violation of this agreement. The copyright protection claim also includes all forms and matters of copyrightable materials and information not allowed by statutory or common law or hereinafter granted including, without limitation, material generated from the software programs that are displayed on the screen such as icons and screen displays. The programs and documents may contain trade secrets and are subject to the protection of the California Uniform Trade Secrets Act.

The User acknowledges that this licensing agreement, unless modified by LCPtracker, also applies to subsequent purchases of software and data, and any updated versions of the program and materials including any upgrades and enhancements related thereto. Any receipt of an updated version and the use thereof is subject to this licensing agreement's application thereto.

User may not sublease, assign or otherwise transfer the software and documents passwords, or provide any type of access to the systems to any other person or business entity without the prior written consent of LCPtracker

LCPtracker may adopt from time to time mechanical or electronic methods that LCPtracker deems necessary to protect you and to control unauthorized use or distribution of the programs.

2. The software and its associated data and/or information contain intellectual property and in order to protect them you may not decompile, reverse compile, reverse engineer, reverse translate, disassemble or otherwise reduce the software or its associated data and/or information to a human readable form or distribute them to any third party. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, SELL, GIVE, LEASE OR LOAN THE SOFTWARE OR ITS ASSOCIATED DATA AND/OR INFORMATION OR CREATE DERIVATIVE WORKS BASED ON THE SOFTWARE, ITS ASSOCIATED DATA AND/OR INFORMATION OR THE ACCOMPANYING WRITTEN MATERIALS. (A) The software, its associated data and/or information and accompanying written materials are copyrighted. Unauthorized copying is expressly forbidden. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this license. (B) You understand that LCPtracker may upgrade, enhance, or revise the software and in doing so agrees to furnish such upgrades to you as part of the LCPtracker offering.

No distributor, dealer, salesperson, employee or agent of LCPtracker or any other entity or person is authorized to expand or alter this warranty or this agreement without the prior written consent of LCPtracker

3. Termination: This license is effective until terminated as indicated in the current price list agreement. Except for sections 4, 5 and 6, this license shall terminate automatically upon the earlier of: (a) Breach of your obligations under the license; (b) LCPtracker's written termination of this license; or (c) By your nonpayment of any outstanding monies owed to LCPtracker. Upon termination LCPtracker will immediately discontinue your access to the system. All project and associated data and/or information data will be restricted if monies are not received within 90 days after system termination. Client has option to receive project data on CD if LCPtracker receives all past due amounts owed and the Project Close-out fee as described on the LCPtracker Order Form. Termination of this contract is allowable with a 30 day written notice provided by either party.

4. Limited Warranty:

A. LCPtracker, Inc. does warrant that LCPtracker software will perform as per the specification outlined in our product specification document (contractor and administrative manuals). The warranty does not cover any programs that have been altered or changed in any way by anyone other than LCPtracker. LCPtracker is not

responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems, or for problems in the interaction of the Programs with non-LCPtracker software.

B. LCPtracker does NOT warrant that the operation of the software and its associated data and/or information will meet your requirements or that the operation of the software and its associated data and/or information will be uninterrupted or error-free. The client is responsible for the accuracy and usability of all data that they entered into the system including but not limited to client specific reports. THE USER ASSUMES ENTIRE RISK AS IT APPLIES TO THE QUALITY AND PERFORMANCE OF THE DATA AND/OR INFORMATION WHICH IS SUPPLIED AND/OR INPUT INTO THE SOFTWARE BY THE USER. SHOULD THE SOFTWARE AND ITS ASSOCIATED DATA AND/OR INFORMATION PROVE DEFECTIVE DUE TO DATA INPUT BY THE USER, THE USER (AND NOT LCPTRACKER) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING REPAIR OR CORRECTION.

5. Disclaimer: USER AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF LCPTRACKER AND LCPTRACKER DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LCPTRACKER, ITS DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, REPRESENTATIVES OR ASSOCIATES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY UNLESS AGREED TO IN WRITING BY LCPTRACKER. ANY SUCH REPRESENTATIVES WILL NOT BIND LCPTRACKER.

6. Limitation of Remedies and Liability: NEITHER LCPTRACKER NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE PROGRAMS AND SERVICES RELATED THERETO, OR EQUIPMENT (INCLUDING COMPUTERS AND MACHINES) AND SERVICES RELATED THERETO, SHALL BE LIABLE TO USER OR ANY PARTY CLAIMING THROUGH USER FOR ANY DAMAGES OR EXPENSES OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, DIRECT OR INDIRECT, SPECIAL OR GENERAL, ARISING OUT OF THE USE OR INABILITY TO USE SUCH PROGRAMS OR EQUIPMENT, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, TORT OR UNDER ANY WARRANTY OR OTHERWISE AND WHETHER CAUSED BY DEFECT, NEGLIGENCE, BREACH OF WARRANTY, DELAY IN DELIVERY OR OTHERWISE, EVEN IF LCPTRACKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY OTHER CLAIM BY ANY OTHER PARTY. NO OBLIGATION OR LIABILITY SHALL ARISE OR FLOW FROM LCPTRACKER RENDERING TECHNICAL OR OTHER ADVICE IN CONNECTION WITH EQUIPMENT, LCPTRACKER PROGRAMS OR LCPTRACKER SERVICES, INCLUDING BUT NOT LIMITED TO, LCPTRACKER INSTALLATION AND TRAINING SERVICES AND ANNUAL SUPPORT AND MAINTENANCE SERVICES. LCPTRACKER'S LIABILITY FOR DAMAGES IN NO EVENT SHALL EXCEED THE LICENSE FEE PAID FOR THE RIGHT TO USE THE PROGRAMS.

7. LCPtracker, Inc. is a California corporation, with its principal offices at 139 S. Olive St, Orange, California 92856, USA. LCPtracker can be contacted by calling 714-669-0052.

8. Publicly Supplied Data: LCPtracker is dependent upon the release of the State, Federal and Local County public data and is not responsible for its accuracy and may not have a complete set of all data required for prevailing wage data validation. LCPtracker is not responsible for the accuracy of manual transcription of any data that is not supplied in an appropriate electronic form. LCPtracker will make its best effort to ensure that all publicly supplied data is accurate. LCPtracker will upgrade our database with newly released data not more than 30 days after it's released from the appropriate governing body.

9. General: (a) This license shall be governed and interpreted, except the federal laws which govern trademarks and copyrights, in accordance with the laws of the State of California. This agreement has been made entirely within the State of California. If any suit or action is filed by any party to enforce this license or otherwise with respect to the subject matter of this license, venue SHALL be in the federal or state courts in Santa Ana, California. The parties further agree that this provision shall survive the termination of this agreement and that NO ACTION, regardless of form arising hereunder, may be instituted by either party more than one (1) year after the cause of action arose, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except that the above limitations shall not apply to the enforcement of any of LCPtracker's intellectual property rights. In any such action, the prevailing party shall be entitled to its reasonable attorney fees at trial or on appeal thereof, as awarded by the court. This license shall be construed in such a fashion as to make each provision enforceable to the maximum extent possible under law. (b) User acknowledges that User has read this agreement, which comprises of all the terms and conditions in this agreement, understands each and every term and condition of it, and agrees to be bound by its terms and conditions. User agrees that this agreement is the complete and exclusive statement of the agreement between LCPtracker and User and that this agreement supersedes all prior and contemporaneous agreements, proposals, negotiations or discussions, oral or written, relating to the subject matter herein. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any terms expressed herein. User further agrees that no representations or statements of any kind, including but not limited to, dealer advertising, presentations, oral or written, made by any agent or representative of LCPtracker which are not stated herein shall be binding on User or LCPtracker Failure or delay in enforcing any right to a provision of this agreement shall not be deemed as a waiver of such provisions or right in respect to any subsequent breach or a continuance of any existing breach. If any provision of this license shall be held to be unenforceable by a court of jurisdiction, the remaining provisions will remain in force and effect and be enforced to the maximum extent permissible. (c) LCPtracker shall not be in default by reason of any failure of its performance under this agreement if failure results, directly or indirectly, from, but not limited to, fire, explosion, strike, freight embargo, act of God, or the public enemy, war, civil disturbance, act of any government, de jure or de facto, or any agency or official thereof, labor shortage, transportation contingencies, unusually severe weather, default of manufacturer or supplier as a subcontractor, quarantine or restriction, epidemic or catastrophe or other similar event beyond the control of LCPtracker.

10. Suspension of service provision: Access to LCPtracker service will be suspended upon non-payment of fees due. When any invoice has not been paid for 60 days from the due date of the invoice a letter of "suspension and request for payment" will be sent. A grace period of 30 days to pay the back due invoices will be extended. If the invoices are not paid within the 30 days, the service will be suspended until all back due amounts are paid in full.

Signature

By signing this LCPtracker User Agreement, the client is agreeing to the terms as stated within.

Company	LCPtracker, Inc.	Client	Chicago Housing Authority
Signature	*Kris Vincil*	Signature	*Valene A Berry*
Name	Kris Vincil	Name	Valene L. Hawthorn-Berry
Title	Sales Director	Title	Director of Procurement
Date	7-27-12	Date	8/9/12