



Software Usage Agreement for:

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 AGREEMENT 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.

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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 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.

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, nor 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 an California corporation, with its principal offices at 1131 E. Main Street, Suite 208, Tustin, California 92780, 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 Illinois. This agreement has been made entirely within the State of Illinois. 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 Illinois. 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

Signature Page

By signing this LCPtracker Software Usage Agreement the user is agreeing to all terms and conditions within.

PUBLIC BUILDING
COMMISSION OF CHICAGO

LCPTRACKER, Inc.

Name: Richard M. Daley

Name Mark S. Douglas

Title: Chairman

Title: PRESIDENT

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date: 12/12/2007

Date: 11/30/2007

County of: Orange

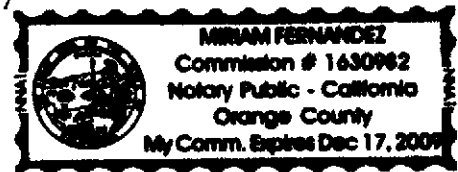
State of: California

Subscribed and sworn to before me by Mark S. Douglas and
on behalf of Vendor this 30th day November 2007

[Handwritten Signature]

Notary Public

My Commission expires: (SEAL OF NOTARY)



My Comm. Expires Dec 1, 2004
Orange County
Notary Public - California
Commission # 180985
MIRIAM FERNANDEZ





**Web Based Labor Compliance Subscription
Service**

**Proposal
Quote Number 09272007
For**

**Public Building Commission of Chicago (PBC)
Labor Compliance Subscription Service
Proposal**

**Submitted by
LCPTracker,
September 27, 2007
Version 4.0 October 12, 2007**



1 Description of Solution

LCPTracker is a labor compliance workforce utilization subscription service solution. LCPTracker is utilized by over 200 government agencies and over 7,500 contractors. Seven of the Ten University of California schools and the entire California State University System (over 20 Campus's) have selected LCPTracker as their solution to meet the labor compliance program needs. Other clients include: San Francisco Redevelopment, City of San Francisco, City of Oakland, City of Denver, City of Chicago, Illinois DOT, Nevada DOT, Arizona DOT, Turner Construction, San Diego Airport, Oakland Airport, San Francisco MUNI, Houston METRO and many other local governments have made LCPTracker their choice for managing labor compliance

LCPTracker for Labor Compliance can be used for monitoring prevailing wage for State wages, City wages, living wages, and Federal Davis bacon wages, or all of them at the same time for the same project.

LCPTracker for Labor Compliance is also designed as an effective tool in managing all utilization reporting for workforce analysis.

2 LCPTracker –Prevailing Wage

LCPTracker meets most if not all the requirements of the Public Building Commission (PBC) out of the box with a vanilla implementation. LCPTracker believes we have the most comprehensive easy to use solution on the market today. We also believe our solution is the most cost effective solution on the market. Our unique hosting model pricing allows us to bring our clients these solutions to them at very low costs. Labor compliance related functions will be provided through the Prevailing Wage Module.

The Prevailing Wage Module has three sections: contractor module, administrator module, and prevailing wage database. These three sections work together to provide a web based program to capture, check and report on Certified Payroll Reports, related data, and reports. Each section will be briefly described.

- **Contractor Module:** The contractor module allows the contractor to enter the Certified Payroll data on-line. The system will check the contractor data against the prevailing wage database and alert the contractor to any problems. The contractor can then submit the Certified Payroll Report (CPR) on-line. Several reports exist to help the contractor manage the submittal of CPR reports. The contractor can also enter all their sub-contractors in the system, so they may enter their CPR reports as well.
- **Administrator Module:** The administrator module 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 robust reporting environment is provided with dozens of



canned reports, on-site visit reporting, and a Ad-hoc reporting engine for those who would like to build custom reports.

- **Prevailing Wage Database:** A prevailing wage database contains the wage information appropriate to the project. This database is indexed by location, dates, project, labor craft, and labor classification within the craft. Apprentices are identified. You can maintain this database or you can contract with LCPTracker to maintain the database.

2.1 Contractor On-line Training

On-line video help and training is available to the contractors any time via the web. Ninety-five percent of all contractors that use the software have taken the video training. This helps bring your contractors online quicker, easier and at the contractors convenience they can take and retake the training anytime. LCPTracker is committed to ensuring all contractors have full access to the support line to ensure they are able to submit Certified Payrolls on-line.

2.2 Security and Backup

LCPTracker has spent extraordinary effort to ensure your data is safe secure and our systems will be up and running continuously. LCPTracker is housed in secure guarded location. The building has redundant internet feeds. The facility is designed to withstand an 8.5 earthquake. Data is encrypted with SSL and has been separated into database servers that house data only. Web application servers are also separated with multiple firewall configurations to improve security while the data is in transmission. Multiple server configurations have been set up for both redundancy and backup.

2.3 Reporting

LCPTracker has extensive pre-built reporting. The reports are designed to provide the contractors and the administrative users with information that increases the efficiency of all aspects of a Labor Compliance program. Reports are provided for the following needs:

1. Certified Payroll reports including public record versions
2. Summary reports of all contractor submittals
3. On-site Audit Reports
4. Analysis Reports for comparisons of Payroll Reports and On-site Audits.
5. Workforce Utilization Reports to track a variety of labor data including some of the following:
 - a. Apprenticeship ratios
 - b. Ethnicity
 - c. Craft ratios
 - d. Workforce localities of workers
 - e. Audit reports for violations and penalty processing
 - f. Document tracking
 - g. Trust fund payments and other client specific reporting
 - h. Employee, contractors list, apprenticeship list, etc.



- i. Customized Reports defined in Appendix A, and as per the design specification document will require.

Along with the standard reports, LCPtracker has an option ad-hoc report engine provided by Microsoft Services which can be utilized to build custom reports as needed by our clients.

3 Proposal

The intention of this agreement is to provide PBC a Labor Compliance Program LCPtracker software licenses for their exclusive use PBC will purchase all LCPtracker project licenses under normal Application Service Provider (ASP) licensing agreement.

3.1 Implementation Overview (see Implementation plan and check list)

LCPtracker has defined a standard process for implementation of the prevailing wage modules for your use. Although most steps are typically generic to most organizations each step may have a variation that requires discussion and or decision to be made on how your organization will utilize a particular feature of LCPtracker.

All the times estimated below are based on web training and conferencing with one on-site day. Additional, on-site training, meetings, and work session are at additional time and travel costs. All travel time and costs are billed separately.

3.2 Major Steps to Start up LCPtracker

1. **Initial Start-up Review Session:** This is a two step process. Initially a high level review for the purpose of start up planning will be conducted. Then a detailed planning session will be conducted. It is suggested that the detailed planning session be at least one day after the high level review.
2. **Review Work Processes Session:** This is a longer web session with our clients key staff. This session goals are to make the final decisions on LCPtracker options. Details that will need more follow up include Prevailing wage data, posted documents, eDocument usage and finalizing your work process changes.
3. **Training Session:** This is a full day on-site with all administrative staff. Major contractors will participate in the last session of the day. This class will cover all major features and functionality of LCPtracker. At the end of the session Contractors will be trained on how to submit a certified payroll into LCPtracker. (1 day)
4. **Prevailing Wage Data:** The prevailing wage data will be reviewed in detail before it is loaded. LCPtracker, if designated, will load the initial data.



5. **Completion of Setup:** This session will review the LCPTracker decisions made and complete all the decisions, data input, and work process changes prior to start-up.
6. **Go Live:** These steps include the contractor training (step 3) and any special tasks or lose-ends. Client will mandate which projects will have electronic submission of the CPR's by the contractors. Primes and Major contractors can contact LCPTracker support for extra hand-holding during the first few payroll weeks if necessary.

Follow up Sessions:

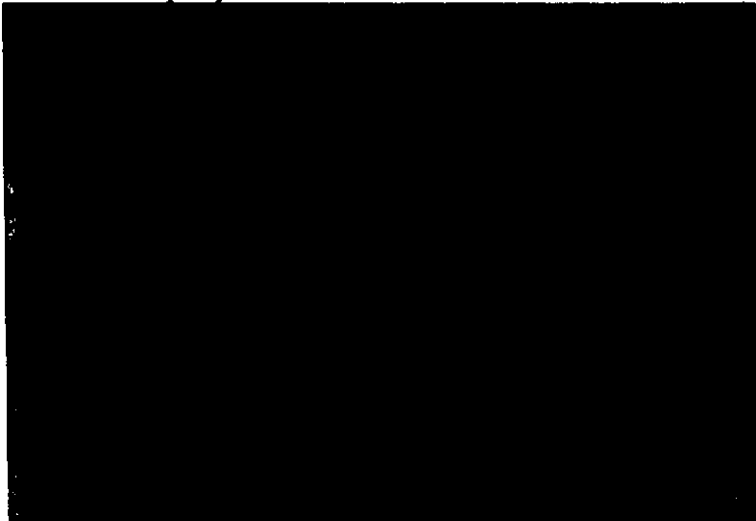
7. **Using LCPTracker Reporting Session:** This is a Web class that is done about one month after going live. Significant amounts of data, eDocuments and certified payrolls should have been submitted to LCPTracker before this class is scheduled. Clients will learn how to best utilize the reporting of LCPTracker.
8. **Weekly Conference Call:** This is a weekly (or bi-weekly) web meeting that will be held at least 2 times and as many as 4 times after go-live. This is to answer questions that arise during the initial use of LCPTracker. All Administrators and Prime Contractors will be encouraged to attend the dial in conference meeting.

3.3 Customized Forms and Area Report

The Public Building Commission identified the need for a customized report and process that will do the following. LCPTracker will set up a function that will define different types of areas, i.e. ward, community area, etc. This will allow employee's working for contractors to be assigned to the defined area. Project can be set up to assign one or more areas. When an employee is set up the contractor will determine if the employee is in the area or not or is a residence of an area. A standard report will be created that will have the following items: The number of hours generated by city residence, area, individual and trades. A more detailed design specification can be reviewed in the Appendix A of this proposal. This customization will be delivered 60 days after a contract has been awarded to LCPTracker for this proposal.



4 Prices

Set up Description	Unit	Price	Total
Start up to go live fees:			
1. LCPTracker Start up and Implementation fee(See attached implementation plan document for details)	1	\$3,500.00	\$3,500.00
2. Training(will be provided as per the implementation plan)			
3. LCPTracker enter Cook County State Wage data set. This is a budget; you will be billed \$ 65 per hour for all data wage loading.	1	\$2,000.00	\$2,000.00
4. Customized Area set up, project forms contractor employee forms, and standardized report. This is defined in Appendix A.	1	\$11,500.00	<u>\$8,400.00</u>
Total One Time Fees			<u>\$13,900.00</u>
Subscription Fees:			
5. Base Fee Annual	1	\$4800.00	\$4,800.00
6. Monthly fee is based construction value of active projects. The price column is calculated at the per 1 million per month amount. (see appendix B for examples)			(TBD)
			
7. Annual Data Storage Service Fee starting 2 year	1	\$695.00	<u>(second year)</u>



5 Payment Terms and Policy

- 1. For monthly fee option the start up fee and first month of base fee are due at signing of the contract.**
- 2. The base fee monthly is charged each month, regardless if a project has been entered into the system.**
- 3. Construction level fees for all projects are charged when the project is entered into LCPTracker and for all the months that the CPR's are entered. Fees are charged each month until the project is closed by the clients project administrator.**
- 4. If an annual contract is selected, the annual discount applies. All fees for the annual contract are due at start of contract.**
- 5. Customized or additional services are charge 50% up front upon signing of the contract and 50% upon the delivery of the customization or service to the client.**
- 6. Data entry for prevailing wage data is charged at \$65 per hour at the end of the month that the data entry service was provided.**
- 7. This proposal is based on a flat rate annual subscription. Discounts for both the construction value and the once annual payment have been applied to this proposal.**
- 8. Please see Appendix B: and the retail pricing sheet to choose the monthly service fee option.**
- 9. Development and other software related services is \$120.00 per hour.**
- 10. Travel charges for on-site travel will be charged at cost and are not estimated above.**



6 Appendices

Appendix A: Area Customization and Report definition

Geographic Coding

This document briefly describes how the geographic coding needs of Public Building Commission of Chicago (PBC) will be met. The need is to code each employee with one or more geographic groups. Two of these groups are Ward and Community Area.

Define Geographic Groups

Three Group will be fixed in the system

Ward (a list of 50+ wards)

Community Area (a list of 80+ community areas)

Project Area --a function will be added to assign new project area names as needed.

City -- the city of the employee address will be used for city analysis.

New fields in the employee setup for Ward and Community Area. New sub-table to employee (emp-project-area) to hold the list of employee / project area assignments.

New list in the employee setup to show the project area assignment list.

Assign Project Area Names

This function will allow PBC to assign new project areas as required.

Project Area Name Definition

Select Project Area to Edit

Enter or Edit Project Area Name

Create Function to Assign Geographic Groups to Employees

Manual assignment function will allow PBC to assign an employee to a Ward, Community Area, and a list of Project areas.

Contractor Data Input

Below is the contractor data input screen for setting up employees and adding the geographic area information. If GIS interface is used the Geographic Area Assignment will be read only.



Contractor Employee Setup with Geographic Area Assignment

1 To add employees enter information and save 2 To edit an employee select it from the list make changes and save 3 To add classifications first select an employee After the data has loaded click on the "Add" button

Select an employee

Select an employee to edit

First Name	Last Name	Employee ID
Address 1	Address 2	
City	State	ZIP
	CALIFORNIA	
SEX	Exempt	Status
	0	ACTIVE
		Education
		Not Specified
		Gender
		<input type="radio"/> Female <input type="radio"/> Male
Apprentice Ed	Date Hired	Date Fingerprinted
		Phone Number
		Contractor's Craft Code
		<input type="checkbox"/> Owner Operator

Geographic Area Assignment

Ward	Select ward	Project Areas Assigned	
Community Area	Select Community Area	Project Area 1	<input type="button" value="Delete Selected Project Area"/>
Project Area	Select Project Area	Project Area 15	
	When project area is selected it is added to the assigned list.	Project Area 18	

Default Hours Paid (except if paid to Union on behalf of employee)

Var. Not Done	Health & Welfare	Pension	All Other	Training
0	0	0	0	0

Some or all fringe benefits paid to employee Var. Not Done included in gross pay

Pre-Tax Voluntary Employee Contributions and Other

Pension	Medical	Rate in lieu of Fringe
0	0	0

Classifications for the selected employee are displayed below. To add more classifications click on the "Add" button. To delete a classification click on the "Delete" link next to the classification.

Admin Data Input

Following is the data input form to be used by Admin to enter or correct geographic area assignments. This function will be needed with a GIS interface.



Admin Employee Setup with Geographic Area Assignment

- Selection List to Show Only Unassigned Employees for WARDS
- Selection List to Show Only Unassigned Employees for Community Areas

Select Contractor / All Contractors

In the add employee section ONLY CITY will be editable by ADMIN

1 To add employees enter information and save 2 To edit an employee select it from the list make changes and save 3 To add classifications first select an employee After the data has loaded click on the "Add" button

Select an employee

Select an employee to edit

First Name

Last Name

Employee ID

Address 1

Address 2

City

State

ZIP

CALIFORNIA

Geographic Area Assignment

Ward: Select ward

Community Area: Select Community Area

Project Area: Select Project Area

When project area is selected it is added to the assigned list.

Project Areas Assigned

Project Area 1

Project Area 15

Project Area 18

Delete Select Project Area

In the Geographic Area Assignment section all fields will be editable

Assign Projects to Project Area Values

Add a field to project to specify the project area for the project.

Create Utility Reports

New – list Project Area Values

Modify Employee List – show geographic coding of each employee

Modify Project List – show geographic assignment of each project

Create Unassigned Employee List – list all employees that are not assigned geographic coding with filter for project, missing ward, missing community area. Given selected city.

Utilization Reports

Create utilization report to report by selected Geographic Name and Value.

Future capabilities

The above definition of functions will be fully compatible with any GIS interface that may be developed.



Cost Summary

Define geographic groups	\$1,500	(Ward and Community Area data will be entered by LCPTracker, no form to maintain)
Assign Area ID	\$2,400	
Assign/Edit Project Area Names	\$1,800	
Project Assignment	\$600	
Create Utility Reports		
Geographic Group Values	\$1,000	
Employee List	\$1,000	
Project List	\$1,000	
Unassigned Employee List	\$1,000	
Utilization Report	<u>\$2,500</u>	
TOTAL	\$12,300	
LESS DISCOUNT	<u>\$ 3,900</u>	
TOTAL	\$ 8,400	



Appendix B: Monthly Fee Estimate

The Monthly Price plan increases cost over the fixed price plan when you have a good forecast of projects. The advantage of The Monthly Plan is that it provides flexibility in the amount paid from month to month allowing you to pay just what you are using.

Year 1 Start \$250 goes to \$500 Million

Year 2 at \$400 Million

Month	Project Value	Per Million		Total
		Amount	Fee	
Jan	250	7.5	\$ 1,875.00	
Feb	275	7.5	\$ 2,062.50	
March	300	7.5	\$ 2,250.00	
April	350	7.5	\$ 2,625.00	
May	400	7.5	\$ 3,000.00	
June	500	6.5	\$ 3,250.00	
July	500	6.5	\$ 3,250.00	
August	500	6.5	\$ 3,250.00	
Sept	500	6.5	\$ 3,250.00	
Oct	500	6.5	\$ 3,250.00	
Nov	500	6.5	\$ 3,250.00	
Dec	500	6.5	\$ 3,250.00	

Subscription	\$ 34,562.50
Base Fee	\$ 4,800.00
Start Up Fee	\$ 5,500.00
Total Annual	\$ 44,862.50

Month	Project Val	Per Million	
		Amount	Fee
Jan	400	6.5	\$ 2,600.00
Feb	400	6.5	\$ 2,600.00
March	400	6.5	\$ 2,600.00
April	400	6.5	\$ 2,600.00
May	400	6.5	\$ 2,600.00
June	400	6.5	\$ 2,600.00
July	400	6.5	\$ 2,600.00
August	400	6.5	\$ 2,600.00
Sept	400	6.5	\$ 2,600.00
Oct	400	6.5	\$ 2,600.00
Nov	400	6.5	\$ 2,600.00
Dec	400	6.5	\$ 2,600.00

Subscription	\$ 31,200.00
Base Fee	\$ 4,800.00
Service Fee	\$ 695.00
Total	\$ 36,695.00

Year 2 \$500 Million

Year 2 at \$550 Million

Month	Project Value	Per Million	
		Amount	Fee
Jan	500	6.5	\$ 3,250.00
Feb	500	6.5	\$ 3,250.00
March	500	6.5	\$ 3,250.00
April	500	6.5	\$ 3,250.00
May	500	6.5	\$ 3,250.00
June	500	6.5	\$ 3,250.00
July	500	6.5	\$ 3,250.00
August	500	6.5	\$ 3,250.00
Sept	500	6.5	\$ 3,250.00
Oct	500	6.5	\$ 3,250.00
Nov	500	6.5	\$ 3,250.00
Dec	500	6.5	\$ 3,250.00

Subscription	\$ 39,000.00
Base Fee	\$ 4,800.00
Service Fee	\$ 695.00
Total	\$ 44,495.00

Month	Project Val	Per Million	
		Amount	Fee
Jan	550	6.5	\$ 3,575.00
Feb	550	6.5	\$ 3,575.00
March	550	6.5	\$ 3,575.00
April	550	6.5	\$ 3,575.00
May	550	6.5	\$ 3,575.00
June	550	6.5	\$ 3,575.00
July	550	6.5	\$ 3,575.00
August	550	6.5	\$ 3,575.00
Sept	550	6.5	\$ 3,575.00
Oct	550	6.5	\$ 3,575.00
Nov	550	6.5	\$ 3,575.00
Dec	550	6.5	\$ 3,575.00

Subscription	\$ 42,900.00
Base Fee	\$ 4,800.00
Service Fee	\$ 695.00
Total	\$ 48,395.00

LCP Tracker

- 1. LCP tracker is a labor compliance workforce utilization subscription service.**
- 2. PBC will use it for tracking Prevailing wage compliance and utilization reporting for workforce analysis.**
- 3. GC 's and Subcontractors will enter certified payrolls (CPR) online.**
- 4. PBC will be able to track the status of CPR submittal ,review the payrolls, and report on the data in a variety of ways, primarily based on the goals made in our award criteria formula, city residency and community hiring.**
- 5. Training will be provided by online video for contractors and subs.**
- 6. A one day training for PBC staff is included in base subscription price.**
- 7. From start up to going live the anticipated time is 60 days.**

DISCLOSURE OF RETAINED PARTIES

EXHIBIT A

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: LABOR COMPLIANCE SOFTWARE SUBSCRIPTION SERVICE
 Description or goods or services to be provided under Contract: _____
ASP HOSTED SERVICE FOR PREVENTING WAGE MONITORING
2. Name of Contractor: LCD TRADER
3. **EACH AND EVERY** attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained:

DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

Mark S. Douglas
Signature

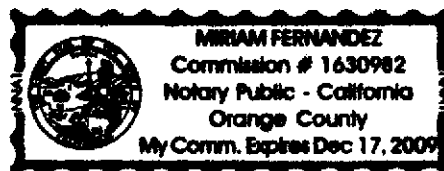
12/3/2007
Date

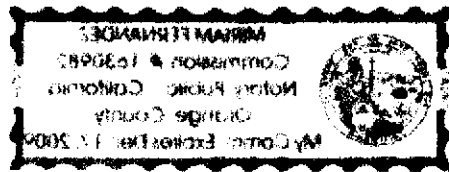
MARK S DOUGLAS
Name (Type or Print)

PRESIDENT
Title

Subscribed and sworn to before me

this 3rd day of December 2007
Miriam Fernandez
Notary Public





Date: 12/3/2007

DISCLOSURE AFFIDAVIT

Name: LCPTRACKER, INC.

Address: 850 E. CHAPMAN AVE SUITE D ORANGE, CA 92866

Telephone No.: 714-669-0522 - EXT 1, 101

Federal Employer I.D. #: 33-0522320 Social Security #: _____

Nature of Transaction:

- Sale or purchase of land
- Construction Contract
- Professional Services Agreement
- Other ASP HOURS SERVICE

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned MARK DOUGLAS, as PRESIDENT
(Name) (Title)

and on behalf of LCPTRACKER, INC.
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- Bidder/Proposer/Contractor is a:
- Corporation
 - Partnership
 - Joint Venture
 - Sole Proprietorship
 - LLC
 - LLP
 - Not-for-Profit Corporation
 - Other

SECTION 1.

FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization CALIFORNIA

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC (or attach list):
 Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>MARK DOUGLAS</u>	<u>PRESIDENT</u>	<u>PETER NORRIS</u>	<u>BOARD MEMBER</u>
<u>LOREN DELL</u>	<u>VICE PRESIDENT</u>	_____	_____
<u>BILL CONTIN</u>	<u>BOARD MEMBER</u>	_____	_____

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest %
<u>MARK DOUGLAS</u>	<u>450 S. ESTATE ORANGE, CA</u>	<u>38</u> %
<u>LOREN DELL</u>	<u>IRVINE, CA</u>	<u>29</u> %
<u>PETER NORRIS</u>	<u>SANTA BARBARA CA</u>	<u>17</u> %
<u>BILL CONTIN</u>	<u>NEWPORT BEACH, CA</u>	<u>11</u> %
<u>LOU MASSUTTI</u>	<u>PHOENIX, AZ</u>	<u>5</u> %

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

f. For LLC's, state whether member-managed or identify managing member:

g. For LLC's identify each member:

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes [] No []

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any subcontractor to be used in the performance of this contract, or any affiliated entities of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification or if a subcontractor or subcontractor's affiliated entity during a period of three years prior to the date of award of the subcontract:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTOR

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, certifications substantially in the form of Section I of this Disclosure Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.

5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. ANTI-COLLUSION

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free

competitive bidding in connection with this proposal or contract. Failure to attest to this section as part of a bid will make the bid non-responsive and not eligible for award consideration.

F. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

G. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such

subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. CERTIFICATION OF COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purpose of this Section IV, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, state or other legal entity in which the individual holds an interest or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten (10%) or percentage of interest in the Contractor. In this case, the response to this Section IV, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section IV is 1 or 2, then all of the Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

Check one:

1. _____ No Substantial Owner has been declared in arrearage on his or her child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.
2. _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support for the payment of all such child support owed; or both (1) and (2).
4. _____ There are no Substantial Owners.

V. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building

Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

VI. VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

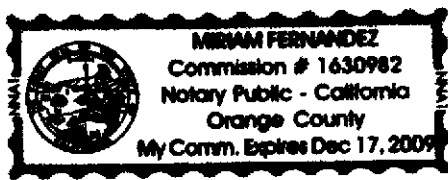
The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

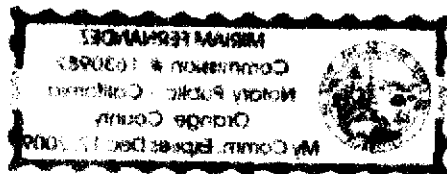
Mark Douglas
Signature of Authorized Officer
Mark Douglas
Name of Authorized Officer (Print or Type)
PRESIDENT
Title
714-669-0552
Telephone Number

State of California
County of Orange

Signed and sworn to before me on this 24 day of December, 2007 by
Mark S. Douglas (Name) as President (Title) of
LCP TRACKER (Bidder/Proposer or Contractor)

Miriam Fernandez
Notary Public Signature and Seal





Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) LCPTracker, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 850 East Chapman Ave, Suite D	Requester's name and address (optional)
City, state, and ZIP code Orange, CA 92866	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number
33 0522320

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

[Handwritten Signature]

Date ▶ **12-5-2007**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

