

**AGREEMENT BETWEEN THE COUNTY OF LAKE
AND VICTOR S. TEGLASI d/b/a
CAPITAL PROGRAM MANAGEMENT ASSOCIATES
FOR THE UPGRADING OF
THE CAPITAL PROGRAM MANAGEMENT SYSTEM (CPMS)
AND THE PROVISION OF OTHER RELATED TECHNICAL SERVICES
TO THE COUNTY’S DIVISION OF TRANSPORTATION (LCDOT)**

THIS AGREEMENT is entered into this _____ day of _____, A.D. 20____, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and VICTOR S. TEGLASI d/b/a CAPITAL PROGRAM MANAGEMENT ASSOCIATES, a private software development business, hereinafter referred to as the DEVELOPER.

1.0 HEADINGS

It is mutually agreed by and between the parties hereto that the “headings” as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

2.0 DEFINITIONS

CPMS: Capital Program Management System

DEVELOPER:

Victor S. Teglas, P.E.
Capital Program Management Associates
4726 Independence Avenue
Riverdale, NY 10471

Licensee: Lake County Division of Transportation (LCDOT)
600 West Winchester Road
Libertyville, IL 60048

Project: Upgrade of current CPMS software in accordance with
Scope of Work - Attachment A

GENERAL OVERVIEW

The Lake County Division of Transportation (LCDOT), since 1990, is a licensed user of CPMS: Capital Program Management System, a system developed by the DEVELOPER, Victor S. Teglassi, P.E. of Riverdale N.Y., and modified for use by the Licensee. The CPMS software was upgraded for LCDOT in 2000 from a DOS/Dbase system to a Windows-based Visual Basic 6 and Microsoft Access database system.

The CPMS system is used extensively by LCDOT throughout the year serving as a single combined source of data and reporting tool for the County's 5-Year Highway Improvement program, the County's Annual Element, and IDOT MFT Reporting on the County's Annual MFT Program.

CPMS has served the needs of LCDOT well for over a decade; however, changing business needs combined with the opportunity to take advantage of newer and more efficient technology now warrant a major upgrade of CPMS.

3.0 CPMS UPGRADE OBJECTIVES

The Upgraded CPMS program shall preserve the functionality and reporting capabilities of the current system and provide enhanced features and user interface in accordance with the Scope of Work, which is included as ATTACHMENT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof.

4.0 MAJOR MODIFICATIONS

The major modifications involved in the upgrade of CPMS include, but are not limited to, the following:

1. Upgrade source code from VB6 to VB.Net programming language
2. Upgrade database from MS Access to SQL Server
3. Modify software and database structure to meet new LCDOT business needs
4. Upgrade report generator components from Crystal Reports 8.5 to Crystal Reports 14

The details of these modifications are contained within the Scope of Work (see ATTACHMENT A).

5.0 PROJECT SPECIFICATIONS

The CPMS upgrade shall be in accordance with the Scope of Work (see ATTACHMENT A) unless otherwise notified in writing by the Licensee.

PROJECT SCHEDULE

The project schedule shall be as follows:

The DEVELOPER shall commence work on the “Project” upon execution of THIS AGREEMENT and will make a good-faith effort to deliver a Beta version of the upgraded CPMS software in about ten (10) months after execution of said Agreement. The Beta version may or may not include the online help feature. The Licensee shall review the Beta version of the upgraded CPMS and shall submit to the DEVELOPER any issues encountered within sixty (60) days. The DEVELOPER shall submit to the Licensee the final upgrade version of CPMS three (3) months after receiving comments from the COUNTY.

The total duration of the “Project” shall be approximately fifteen (15) months, including review time by LCDOT. The DEVELOPER and the Licensee shall make a good-faith effort to meet the schedules set forth in THIS AGREEMENT; however, both parties to THIS AGREEMENT recognize that the inherent nature of software development involves unknowns and risks that may adversely affect the schedule.

6.0 PROJECT SUPPORT

The Licensee shall provide the DEVELOPER details about its operating system, database management system, network configuration, and security protocols so that the DEVELOPER can set up a similar operating environment at his place of business in order to fully test and debug the Beta version of the CPMS software.

The DEVELOPER shall enter into a yearly support contract with the Licensee upon delivery and acceptance of the upgraded CPMS software.

7.0 PROJECT TASKS AND COSTS

The Project Tasks and Costs are shown in ATTACHMENT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof. The Project cost is based on the estimated hours for each task using an hourly rate of \$95. All overhead costs, including long-distance telephone charges, equipment, software, supplies and mailings, shall be included in the hourly rate. Travel, if required, is not included in the hourly rate and shall be reimbursed separately.

The maximum “not-to-exceed” cost of this contract is **\$158,840**.

8.0 METHOD OF PAYMENT

The DEVELOPER shall invoice the COUNTY monthly and payment shall be made by the COUNTY on the basis of percentage completion of each task. The COUNTY shall retain 10% of billings until the satisfactory completion of the Project and acceptance by the Licensee. Payment by the COUNTY shall be made within 30 days after receipt of invoices.

9.0 EXTRA WORK

Additional work, if requested by the Licensee, not contained in the Scope of Work document (i.e., ATTACHMENT A) shall be considered extra work and will be billed at the rate of \$95 per hour.

10.0 LICENSING OF UPGRADED CPMS

Upon execution of THIS AGREEMENT, the original CPMS Licensing Agreement granted to the COUNTY (LCDOT) in 1990 and extended by the 2000 CPMS Upgrade Agreement shall be further extended to cover any CPMS modifications or upgrades covered under THIS AGREEMENT.

The Licensee shall be granted a site license and have the right to use the upgraded CPMS software and any future modifications at the Licensee's (i.e., LCDOT's) principal place of business.

The Licensee shall have the right to receive a copy of the upgraded CPMS source code developed under THIS AGREEMENT and any future modifications of CPMS arising out of a maintenance and support agreement between the DEVELOPER and LCDOT. The Licensee agrees to protect the confidentiality of the CPMS source code and to utilize the source code solely for its own use. The CPMS License Agreement (i.e., THIS AGREEMENT) shall not be transferred to a third party without the DEVELOPER's written consent.

The Licensee may modify the CPMS source code either through the DEVELOPER, its own in-house IT (Information Technology) staff or through a vendor. Any future modifications of CPMS, whether by the COUNTY or its agents, shall not alter the non-exclusive license granted to the Licensee.

13.0 TECHNICAL SUPPORT FOR UPGRADED CPMS

The DEVELOPER shall provide the Licensee with technical support, at no additional charge, during the CPMS upgrade period and for a period of one year subsequent to the completion of

the Project. Technical support shall consist of fixing any "bugs" or correcting any deviations from the Project Specifications and providing technical information regarding the operation of CPMS.

The DEVELOPER agrees to make a good-faith effort to correct any errors discovered with the upgraded CPMS during the technical support period described above; however, the DEVELOPER does not guarantee that the upgraded CPMS software as modified under THIS AGREEMENT will meet the requirements or the expectations of the Licensee.

14.0 LIMITATION OF LIABILITY

Under no circumstances shall the DEVELOPER be liable for any damages, claims, or losses whatsoever, including, but not limited to, any claims of lost profits, lost savings, or other special, incidental or consequential damages arising out of the use or inability to use the upgraded CPMS software by the Licensee, as modified under THIS AGREEMENT.

15.0 SEVERABILITY

In the event that it is determined that any provision contained in THIS AGREEMENT is unlawful, void or unenforceable, such determination shall solely affect such unlawful, void or unenforceable provision only and shall not affect the validity or enforceability of the remaining provisions of THIS AGREEMENT. THIS AGREEMENT shall be governed by the Laws of New York State, unless so prohibited by the Laws of the State of Illinois.

16.0 GENERAL PROVISIONS

16.1 It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the DEVELOPER (including its officers, employees and agents) the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The DEVELOPER is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.

16.2 Each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS

AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any government, commission, board, bureau, agency or instrumentality applicable to such party.

- 16.3 It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on April 1, 2012, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to April 1, 2012. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to April 1, 2012, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixed his/her signature.
- 16.4 THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
- 16.5 It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
- 16.6 It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
- 16.7 THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party to THIS AGREEMENT.

16.8 THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

**CAPITAL PROGRAM MANAGEMENT
ASSOCIATES**

By: _____
Victor S. Teglassi, P.E.
Developer

Date: _____

RECOMMENDED FOR EXECUTION

By: _____
Lake County
County Engineer/
Director of Transportation

DRAFT

COUNTY OF LAKE

ATTEST:

Clerk
Lake County

By: _____
Chair
Lake County Board

Date: _____

**ATTACHMENT A
PROJECT SCOPE**

ATTACHMENT B
PROJECT COST ESTIMATE