

**Capital Program Management System Software Support Agreement
Terms and Conditions**

This Agreement is made between Victor S. Teglası ("Contractor") and Lake County, Illinois ("County") for the maintenance, support and ongoing development of the New Capital Program Management System (hereinafter referred to as "CPMS.Net"). The work included in this agreement shall generally consist of providing support and training on the implementation and use of the new SQL based system (CPMS.Net), resolving software issues, providing minor upgrades and additional functionality as requested, designing new reports, providing ongoing guidance on the use of CPMS.Net, and assistance with documentation of CPMS.Net. All work under this agreement shall be subject to the annual support hours allowance specified in the Agreement as shown in Paragraph 1.

1. FEE

The annual support fees and schedule for the contractor are as follows:

<i>Year 1 (CFY17):</i>	<i>\$27,000 (200 hours support included)</i>
<i>Year 2 (CFY18):</i>	<i>\$27,000 (200 hours support included)</i>
<i>Year 3 (CFY19):</i>	<i>\$13,500 (100 hours support included)</i>
<i>Year 4 (CFY20):</i>	<i>\$10,125 (75 hours support included)</i>
<i>Year 5 (CFY21):</i>	<i>\$10,125 (75 hours support included)</i>

Annual support hours and fees are not to exceed the specified yearly amounts shown above and shall be expended as requested by the County. Any annual support hours unexpended at the end of the year will be rolled into the following year. Support in excess of the number of hours specified shall not be undertaken without prior authorization to proceed from the County and shall be billed at the rate of ***\$135 per hour*** for all years covered under this agreement.

2. COVERAGE

This Agreement covers all ongoing support and training which includes, but is not limited to, phone conversations, site visits (if deemed necessary), design of new reports, requested minor upgrades and periodic updates to the software, with accompanying updates to the user manual and technical documentation.

During the term of this Agreement, the Contractor will correct or replace software and/or provide services necessary to remedy any programming error that is attributed to the Contractor and which significantly affects use of this software. Such corrections, replacement or services will be promptly accomplished after the County has identified and notified the Contractor of such error.

The County shall inform the Contractor in writing of any modifications made by the County to the software. The Contractor shall not be responsible for maintaining County-modified portions of the software.

Corrections for difficulties or defects traceable to County errors or system changes will be billed at the Contractor's standard rate of \$135 per hour.

Any corrections or alterations to, or new versions of, the software that the Contractor may deliver to the County under this Agreement shall be limited to one copy of such software and documentation delivered to the County.

Any changes, additions, and enhancements in the form of new or partial software or documentation as may be provided under this Agreement, shall be governed by the License Agreement described in paragraphs 8 and 9. The software programs specified above will include, under its proprietary restrictions, any such additional programming and documentation provided under this Agreement.

The Contractor agrees to provide telephone support to the County during the Contractor's normal business hours. These services include answering questions, providing technical guidance regarding use of the program, receiving trouble reports, troubleshooting system problems and other investigative services relative to the program. County shall inform Contractor of critical production periods in advance and arrange for standby emergency support as needed during non-business hours. All support services shall be billed in 15-minute increments in accordance with the Fee Schedule described in Section 1.

3. TRAVEL EXPENSE

If the services performed in accordance with this Agreement require travel to the County's location, the County agrees to pay Contractor's associated travel and per diem expenses. Contractor agrees to obtain the County's prior approval before making any trips to the County's location.

4. THIRD PARTY SOFTWARE MAINTENANCE

Charges for Third Party Software Systems Maintenance which are approved in writing by the County shall be billed by Contractor as incurred and shall be paid by the County within thirty (30) days of the invoice date.

5. TERMS

This Agreement includes automatic renewal on an annual basis (each County Fiscal Year) with annual hours and fees as described in Paragraph 1. Services under this Agreement shall commence on the effective date of this Agreement.

6. TERMINATION

In the event of termination of the Software License Agreement, through default by the County, the Contractor's obligations under this Software Maintenance Agreement shall immediately end. The Contractor may terminate this Agreement in the event of default by the County. Default by the County includes County's failure to pay a valid invoice within 30 days notice that the same is thirty days or more delinquent.

This Agreement shall continue in effect until terminated by the Contractor or the County in the manner specified herein.

a) Either the County or Contractor may terminate this Agreement only by giving written notice to the other that this Agreement will terminate on the first day of the next County Fiscal Year (December 1st).

b) In the event of termination of this Agreement, Contractor will provide County with any enhancements to the Programs which are released within the ninety (90) day period before the effective date of termination, and Contractor will complete corrective services which have not been completed on the effective date of termination and the County shall pay for such corrective services in the same manner as if termination of this Agreement had not occurred.

7. LIMITATION OF WARRANTY

Contractor warrants that they will make a good faith effort to maintain the software so that it will be free from defects in workmanship and materials and shall conform to the performance capabilities, specifications, functions and other descriptions and standards applicable thereto as set forth in the License Agreement and so that the software will operate in conformity with all improvements, additions, or modifications of the software installed at the County's site. Maintenance for the custom interfaces includes issues encountered running the interfaces using the identical system configuration under which the interfaces were originally developed, tested, and implemented. Any support incidents for which the Contractor provides a support response which is the result of changes to versions of operating systems, versions of application software, file name changes, file location changes, server configurations or any other changes in the original system configuration will be provided on a time and materials basis. Charges for these types of incidents will be incurred by Lake County at the current published rates at the time of the incident. This maintenance fee does not include modifications to the interfaces that may be necessary due

to changes in the originating or receiving system (e.g., new fields to be exported or imported) or interface transaction specification changes. The services will be performed in a timely and professional manner by qualified maintenance technicians familiar with the software and its operation, and the services shall conform to the standards generally observed in the industry for similar services.

The performance of the services by the Contractor will not in any way constitute infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information or nondisclosure rights of any third party.

Services provided by the Contractor will be in compliance with all applicable laws, rules and regulations.

In no event will the Contractor be liable for the County's lost profits, lost savings or other consequential damages, even if Licensor has been advised of the possibility of such damages.

8. ENHANCEMENT LICENSE AND CONDITIONS

County's license to use enhancements provided by Contractor under this Agreement, Contractor's right, title and interest in and to all enhancements, whether provided by Contractor, the County, the County's employees, or any third party, and County's duty to safeguard enhancements shall be controlled by all and each of the terms and conditions set forth in the applicable Software License Agreement made and executed by Contractor and the County and in effect on the date of execution of this Agreement, which terms and conditions are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

9. LICENSE AGREEMENT

The original license Agreement for CPMS2000, approved by the County and the Contractor on December 24, 2003, shall be transferred to the new Capital Program Management System software (CPMS.Net) upon acceptance by the County of CPMS.Net. It is understood by the County and the Contractor that the original CPMS2000 software will no longer be supported upon acceptance by the County of CPMS.net. The provisions of the original license agreement, and transferred to CPMS.Net under this Agreement, shall be binding upon all parties and shall survive this Maintenance and Support Agreement. A copy of the original License Agreement is attached as Exhibit A. In the event there is a conflict between the License Agreement and this Maintenance and Support Agreement, the provisions of the License Agreement shall apply.

10. GENERAL CONDITIONS

- a) This Agreement is binding when accepted by the Contractor and the County, indicated by the authorized signatures below.
- b) The heading of any paragraph contained in this Agreement is for convenience only and shall not be deemed a part of this Agreement nor a representation as to the contents thereof.
- c) Any alterations, amendments, deletions, or waivers of any part of this agreement shall be valid only when expressed in writing and duly expressed by both parties.
- d) Charges specified herein do not include taxes, and the County pays, or reimburses Contractor, for all applicable federal, state and local taxes including but not limited to sales, use or occupation taxes (but exclusive of income and corporate franchise taxes).
- e) Contractor shall not be liable for failure or delay in providing any enhancement or service specified herein due to fire, riot, war, labor disputes, acts of God, or causes or conditions beyond its reasonable control. In no event is Contractor liable for any consequential damages.
- f) This Agreement will be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Contractor's and the County's authorized representatives execute this Agreement as follows:

Contractor

Victor S. Teglas, P.E.
4726 Independence Ave
Riverdale, NY 10471

By _____

Name Printed Victor S. Teglas, P.E.

Title: Principal, Capital Program Management

Date _____

County

Lake County Division of Transportation
600 W Winchester Rd
Libertyville, IL 60048

By _____

Name Printed Paula J. Trigg, P.E.

Title County Engineer/Director of Transportation

Date _____