

**ADDENDUM TO THE
CITY OF AKRON
AKRON ENGINEERING BUREAU
CONSTRUCTION AND MATERIAL SPECIFICATIONS
2008 EDITION
118 WEB BASED COMPLIANCE MONITORING SYSTEM**

The following section is a supplement to CMS General Provisions 100.

118.01 Description. CMT and CONTRACTOR shall jointly utilize the web-based B2Gnow/LCPtracker system, which will function as the monitoring system for CONTRACTOR/subcontractor Payments & Certified Payroll Reports (CPR) for this project.

1. B2Gnow will provide all members of the Project Team remote access to the reporting documentation of both certified and non-certified firm payments from the City and other sources to the CONTRACTOR, and payments from the CONTRACTOR to the Subcontractors, as well as provide tracking and reporting of subcontracting goals throughout the course of the Project.
2. LCPtracker will provide all members of the Project Team with remote access to reporting documentation of the CPR from both the CONTRACTOR and Subcontractor. As well as tracking and reporting of the Workforce Inclusion goals throughout the course of the Project.

B2Gnow/LCPtracker related software is owned by the City. The joint use of this application by the Project Team is to:

1. Track current up to date reporting of compliance of the City's goals as they pertain to both Economic and Workforce inclusion.
2. Eliminate paper review of CPR, and to help expedite the processing of payment requisitions.

The CMT will establish protocols for access to B2Gnow/LCPtracker by the CONTRACTOR, Subcontractor, and Project team members. These protocols will be published and distributed to the CONTRACTOR, Subcontractor and Project team members and revised/updated on an as-needed basis.

CMT will provide a one-time training of up to (3) three of the CONTRACTOR'S staff for using B2Gnow/LCPtracker as required in the Contract Documents. The CONTRACTOR in turn will be responsible for communicating said training to its subcontractors.

No ownership or purchase of the B2Gnow/LCPtracker software is necessary on the part of the CONTRACTOR or subcontractor. The City will provide the CONTRACTOR and Subcontractors necessary Log-In rights to access B2Gnow/LCPtracker.

The CMT's acceptance of documents submitted via B2Gnow/LCPtracker shall not relieve the CONTRACTOR or Subcontractor from responsibility for any deviation from the requirements of the Contract Documents.

118.02 Project Documents. B2Gnow/LCPtracker shall be the vehicle for submission, storage and tracking of all Project documentation and deliverables as noted below:

1. Certified Payroll Reports (CPR)

2. Compliance Monitoring Reports –(Economic/Workforce Inclusion)
3. CONTRACTOR Payments from the City and other sources and Subcontractor payments from the CONTRACTOR.

118.03 User Access Limitations. The CONTRACTOR shall meet with the CMT within ten (10) days after the Contract is awarded to establish the protocol's for the CONTRACTOR'S use of LCPtracker.

The CONTRACTOR will be allocated three (3) B2Gnow/LCPtracker user accounts for the duration of the Project. The Log-In information provided to the CONTRACTOR remains the property of the City. CONTRACTOR shall not share the Log-In information with others unless otherwise approved by the City. Subcontractors will be provided their own Log-In information at the request of the CONTRACTOR and approval by the City.

118.04 Owner of Data. All data entered into B2Gnow/LCPtracker shall become the property of the City.

118.05 Computer Requirements. The CONTRACTOR'S and Subcontractor's Project computer hardware and operating system shall meet or exceed the requirements, recommended by B2Gnow and LCPtracker, necessary to fully interface with B2Gnow/LCPtracker in order to meet the requirements of the Contract Documents. Neither the City nor the CMT will be responsible for installing, operating, or troubleshooting the CONTRACTOR'S/Subcontractor's hardware or operating software to perform and interface with the City's server. The CONTRACTOR/Subcontractor is solely responsible for proper interface and functionality of their computer systems with B2Gnow/LCPtracker.

Should an upgrade of B2Gnow/LCPtracker be required during the Contract Time, the CONTRACTOR/Subcontractor shall upgrade their computer system, if necessary, to meet the requirements of the upgraded B2Gnow/LCPtracker application. Upgrading of the CONTRACTOR'S/Subcontractor's computer systems will not be justification for an adjustment to the Contract Time or Sum.

CMT will accept no liabilities arising from the CONTRACTOR'S or Subcontractor's use of B2Gnow/LCPtracker.

118.06 Prime Contractor and Subcontractor Responsibilities. The CONTRACTOR/Subcontractor shall be responsible for the validity of their information entered in B2Gnow/LCPtracker.

The CONTRACTOR/Subcontractor shall be responsible for the proficiency of their personnel using B2Gnow/LCPtracker.

All costs associated with the use of this system are to be evenly distributed in the CONTRACTOR'S/Subcontractor's Project overhead and spread across the duration of the Contract.

118.07 Internet Connectivity. B2Gnow/LCPtracker is a web based software that requires Internet Explorer (IE) 11 or higher.

B2Gnow/LCPtracker functions in a web based environment and therefore is subject to the internet speed and connectivity performance of the CONTRACTOR'S/Subcontractor's internet service provider. The CONTRACTOR/Subcontractor is responsible for his and the CMT's connectivity, at their respective field offices, to the internet.

B2Gnow/LCPtracker's response time is dependent on user's equipment, including processor speed, network interface equipment speed, internet service provider access speed, current traffic on internet, etc.

CMT will not be liable for any delays associated from the usage of B2Gnow/LCPtracker including, but not limited to, slow response time, down time periods, connectivity problems, or loss of information on the CONTRACTOR'S/Subcontractor's equipment due to CONTRACTOR'S/Subcontractor's internet service. Under no circumstance shall the usage of B2Gnow/LCPtracker be grounds for a time extension or cost adjustment to the Contract.

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