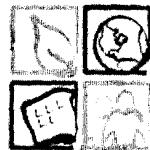## Proposal for:

Village of Orland Park

ZoomProspector Enterprise
Web Application

With Geographic Information System (GIS) Software, Google Mapping

{ʃ L███-łtʃf L'FGISPlanning Inc.

GIS Planning

GISPlanning, *www.gisplanning.com*, is the world leader in online economic development solutions and an exclusive partner of International Economic Development Corporation (IEDC).

Confidential proposal submitted by: Russell Riblett, Director of Sales, GIS Planning, 14 Mint Plaza, 4th Floor, San Francisco, CA 94103

(415) 294-4774

rriblett@gisplanning.com

Introduction

GIS Planning's ZoomProspector Enterprise web applications provide comprehensive information to help new, expanding and relocating businesses find the optimal location for success in your community. Using Geographic Information System (GIS) Software, our website tools provide access to in-depth information, including powerful real estate search, demographic analysis, industry reports, along with dynamic mapping tools. The applications are built upon proprietary GIS Planning and Google Maps technology, which offer state-of-the-art site selection analysis capabilities.

ZoomProspector Enterprise is integrated with GIS Planning's national site selection search engine, www.ZoomProspector.com, which allows users to conduct national searches of communities and commercial properties that match their unique criteria. ZoomProspector.com is embedded into national media outlets visited by site selectors and expanding businesses including SiteSelection.com, BusinessFacilities.com and BXJonline.com.

ZoomProspector Enterprise Capabilities

ZoomProspector Enterprise offers the following features designed to help expanding businesses find locations within your community:

- **Property Database** – A searchable online database of available land and buildings based on user-defined criteria.
- **Demographic Analysis** – Ability to generate user-defined drive-time and radius analysis for a complete overview of the surrounding areas around each property.
- **Search by Businesses** – Ability to search businesses by name, type, number of employees and annual revenue.
- **Community Search** – Ability to search for communities (cities, counties, and regions) in your geography using ZoomProspector.com data.
- **Property Reports** – Ability to generate presentation-quality property reports for available properties.
- **Demographic Reports**- Ability to save and share demographic, consumer expenditure and business and workforce reports within a user-defined distance from a selected property.
- **Business Reports** – Ability to analyze businesses within a user-entered radius of the site of interest to view potential suppliers and competitors.
- **Industry Cluster Analysis** – Ability to pre-define your community's target industries or clusters for business analysis.
- **Save Reports** – Ability to save user-defined property, demographic and business reports in one location for further analysis and distribution.
- **Thematic Mapping** – A visual display (also known as a "heat map") of specific demographic variables by geography, allowing a visitor to identify optimal business locations which can be geographically understood in one glance.

- Local Layers – Community assets such as railroads, schools, traffic counts, colleges, hospitals, etc., can be displayed to the user.

- Map Legend Display – A map legend describing graphic elements shown on the map interface.

- Analysis Reports – Capability to download/save/email/share reports in Word, Excel and Adobe Acrobat or through social media for further analysis and for presentations.

- Property Owner & Real Estate Broker Property Listing Web Page – Password protected system for brokers to add, delete and update properties through a user-friendly web site

- Staff Administration Web Page – Orland Park staff will be able to update and maintain property information.

- ArcGIS Server – Connect to existing ArcGIS Server map service.

- Website Analytics – Ability to better understand the specific interests of website visitors through quantifiable metrics.

Sample Website Applications:

- State of Minnesota: http://MNPROspector.com

- Western New York: http://westernnewyork.zoomprospector.com

- Sioux Falls, South Dakota: http://siouxfalls.zoomprospector.com

Project Deliverables

- Project Design - A meeting to kick-off the development of the project will include a discussion of functionality, design and data.
- Interface Design - GIS Planning will develop a web interface design for the Internet GIS application. This will include customized colors selected by Orland Park, the inclusion of a customized web page header with the client logo, and additional design options shared by our project manager.
- Development of Web-GIS Features - GIS Planning will program the web-GIS tools and functionality of the application.
- Online Testing and Review - GIS Planning will provide a development website for staff review and comment. This will include application testing.
- Project Development Completion - GIS Planning will complete modifications and optimization of the web site completing project development.
- Staff Training - GIS Planning will train Orland Park staff to update and manage the web site.
- Marketing and Implementation Plan - Recommended policies for outreach to media, corporate real estate executives & site selection consultants, and new/expanding/relocating businesses, including a sample press kit and news release
- Ongoing Maintenance/Hosting – Ongoing technology assistance; website will be hosted on GIS Planning's servers.

Pricing

ZoomProspector Enterprise License with Google Maps $8,800

Price Includes:
- Sites and Buildings Database
- Local Layers
- Thematic Mapping
- Demographic Mapping and Reports to 60 miles
- Business Mapping
- Demographic Data
- Marketing & Implementation Plan
- Hosting and Technical Assistance

Annual Renewal Fee $8,800

(Price includes standard updates, hosting and ongoing technical assistance.)   4400 (Kf)

Budget is based on a project area with a population of no more than 55,000 people. Quote valid thru 10/30/2011

Software As A Service Agreement

This Software as a Service Agreement ("Agreement"), effective as of_____, 2011 ("Effective Date"), is entered into by and between GIS Planning, Inc. ("GIS Planning") and the Village of Orland Park, located in Orland Park, IL ("Client"). In consideration of the mutual promises and upon the terms and conditions below, the parties agree as follows:

1. Software As A Service; License. Subject to the terms and conditions of this Agreement, GIS Planning will provide Client with online access to the ZoomProspector Enterprise software for use as described in Exhibit A attached hereto (or a product with identical functionality even if marketed under a different product name), including updates, bug fixes, or other minor enhancements or improvements that are made generally available by GIS Planning (hereafter the "Services"). Subject to the terms and conditions of this Agreement, and upon payment in full to GIS Planning, GIS Planning grants to Client a personal, nontransferable, nonsublicensable, nonexclusive limited license to use the Services for Clients' own use, in accordance with any documentation provided by GIS Planning, to allow web site users to view and search for information about Client's properties and related data. Client agrees that it shall not: i) distribute, rent, sell, lease, license, assign or otherwise transfer all or any part of the Services (including any associated documentation) and Client's rights to use such Services, except for use by web site end-users as described herein, ii) reverse engineer or otherwise attempt to discover source code or underlying ideas or algorithms of the Services, or iii) modify or create derivative works based on the Services. .

GIS Planning retains the sole and exclusive right to control and direct the manner or means by which Services are performed, and may employ or subcontract others with respect to such services. Nothing herein entitles Client to actual possession of any software.

2. Client's Duties and Responsibilities.

2.1 Data and Information. Client shall make available in a timely manner at no charge to GIS Planning all technical data, programs, files, documentation, sample output, or other information and resources reasonably required by GIS Planning for the provision of the Services to Client including but not limited to the Data described in Exhibit A, Paragraph 6. Client will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Client. Client shall cooperate with GIS Planning and provide such assistance as GIS Planning may reasonably request in connection with GIS Planning's efforts to obtain all consents, approvals and authorizations of and cooperation from third parties which may be necessary or required in order to use the materials or information provided by Client. Client shall bear any costs (including those above and beyond GIS Planning's quoted costs) and including added time resulting from Client's failure to meet its obligations.

3. Fees and Payment.

3.1 Fees. The fees for a specific project shall be specified in Exhibit A. Client shall pay GIS Planning fifty percent (50%) of the initial project fee upon entering into this Agreement, and the remaining balance no later than thirty (30) days from the date GIS Planning makes the Services accessible to Client ("Access Date"). The annual renewal fee, if any, as set forth in Exhibit A, shall be paid thirty (30) days prior to the end of the then current term. The renewal fee may be changed after the first renewal period.

3.2 Optional Additional Consulting Services. In the event that Client retains GIS Planning to provide additional consulting services related to the Services, then the parties shall mutually agree upon a Statement of Work or similar document describing the scope of such consulting services, which document shall be appended to this Agreement and made a part hereof, or such additional services shall be set forth in the Exhibit A. Any additional fees for such consulting services may be incurred on a time and materials basis in accordance with the rates set forth on the applicable Statement of Work or similar document. GIS Planning's fees are based on information provided by Client. Client accepts full responsibility for additional fees incurred based on the inaccuracy of such information.

3.3 Expenses. Provided GIS Planning has obtained prior approval from Client, Client shall reimburse GIS Planning for all reasonable out-of-pocket expenses actually incurred by GIS Planning in performance of the Services.

3.4 Taxes. If Client is not a tax-exempt entity, Client shall pay or reimburse any and all federal, state, dominion, provincial or local sales, use, personal property, excise, or other taxes, fees or duties arising from or related to this Agreement (other than taxes based on GIS Planning's net income).

3.5 Late Payment. GIS Planning may cease provision of Services at any time if payment is not timely made. In addition, Client shall pay GIS Planning one and one-half percent (1.5%) interest per month on the outstanding balance of any fees or approved expenses not paid within thirty (30) days of the due date, provided GIS Planning is not in breach of this Agreement.

4. Ownership. Client acknowledges that, as between GIS Planning and Client, all right, title and interest in the Services including the ZoomProspector Enterprise Software, and any other GIS Planning materials furnished or made available hereunder, and all modifications, enhancements and improvements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by GIS Planning, or GIS Planning's licensors

1

and providers, if any. There are no implied rights. Client agrees to the inclusion on Client's site of GIS Planning's image logo and text descriptions identifying GIS Planning's ownership, copyright notice, and links to GIS Planning websites .

5.   Confidential Information.

5.1   Each party ("Receiving Party") agrees to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party's ("Disclosing Party") technology or business, including, but not limited to: information relating to products or technology of the Disclosing Party or the properties, composition, structure, use or processing thereof, computer programs, code, algorithms, schematics, data, know-how, processes, ideas, inventions, and other technical, business, financial, and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Each party shall use reasonable precautions to protect the other's Confidential Information. Confidential Information shall not include information that (a) is in or enters the public domain including in reasonably available public or government databases through no improper action or inaction by the Receiving Party; (b) was rightfully in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to the Receiving Party by another person without restriction; or (d) was independently developed by the Receiving Party by persons without access to such information and without use of any Confidential Information of the Disclosing Party. Each party may disclose Confidential Information that is required to be disclosed by a court or other adjudicative body provided that reasonable measures are taken to minimize disclosure and guard against further disclosure, and also provided that the party gives the other party prior written notice of the proposed disclosure to allow the other party to seek protection for the Confidential Information.

6.   Warranty Disclaimer; Limitation of Liability. GIS Planning will use reasonable commercial efforts to provide the Services in a professional and workmanlike manner. GIS PLANNING MAKES, AND CLIENT RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND GIS PLANNING SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In addition, CLIENT AGREES THAT GIS PLANNING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID FOR THE SERVICES. IN NO EVENT SHALL GIS PLANNING HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION.

7.   Term and Termination. This Agreement will take effect on the Effective Date and will remain in effect, unless earlier terminated in accordance herein, for one year after the Access Date, as defined in Section 3. At the end of each one-year term, this Agreement shall renew automatically for additional one (1) year terms unless either party provides written notice of termination to the other at least thirty (30) days before the end of the then current term. Notwithstanding the foregoing, GIS Planning may immediately terminate this Agreement if GIS Planning determines that Client has failed to comply with any of the terms and conditions of this Agreement, or may terminate for convenience provided that GIS Planning offers Client a pro-rata reimbursement for the time period that the Services are not provided due to such termination for convenience. This Agreement may be terminated by either party if the other party (i) fails to pay any amount due under this Agreement within ten (10) days after written notice of such nonpayment, or (ii) commits a material breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days of written notice of termination. Termination by any means will not affect the provisions of this Agreement relating to the payment of amounts due, or the provisions of Sections 4, 5, 6, 9 and 10 of this Agreement, all of which will survive termination of this Agreement, regardless of the reason for termination. Upon termination, all licenses and rights to the Services that are granted hereunder shall terminate, and Client shall immediately return to GIS Planning, GIS Planning's proprietary and confidential information, and documentation regarding use of the Services, if any, along with a signed, written statement certifying that Client has returned to GIS Planning, and is no longer in possession of the foregoing items.

8.   Government Use. If Client is a unit or agency of the government, or licensing use of the Services by payment with government funds, the Services are provided subject to GIS Planning's standard commercial terms, set forth in this Agreement.

9.   Reference: Client agrees that GIS Planning may identify Client as a customer on its brochures, websites, and other marketing materials, and describe the project and the Services provided by GIS Planning to Client. Nothing herein constitutes an endorsement of GIS Planning by Client.

10.   General Provisions. This Agreement is not assignable or transferable by Client, and any such attempted assignment or transfer shall be void and without effect. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venturer with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party. This Agreement shall not be governed by, and shall be construed without regard to, the United Nations Convention on the International Sales of Goods. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees. The waiver by either party of a breach of this Agreement or any right hereunder shall not

2

constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof, and any and all written or oral agreements are expressly cancelled. Any modifications of this Agreement must be in writing and signed by both parties hereto. Pre-printed purchase order terms and any other additional terms, and any terms in conflict with this Agreement, shall be void and of no effect.

11.   Indemnification. GIS Planning shall defend, indemnify and hold Client harmless from any and all claims, injuries, damages, losses or suits arising out of a claim that the Services provided to Client infringes any copyright of a third party. GIS Planning shall be released from the above indemnification obligation unless Client provides GIS Planning with: i) reasonably prompt written notification of the claim or action; ii) sole control and authority over the defense or settlement thereof; and iii) at no cost to GIS Planning, all reasonably available information and assistance reasonably necessary to settle or defend any such claim or action. Notwithstanding the foregoing, GIS Planning shall have no obligation for a

claim or action based on an addition or alteration or modification to the Servicesthat is not made or approved by GIS Planning, or the combination, operation or use of any Services furnished under this Agreement with products and services not furnished by GIS Planning if infringement or injury would have been avoided by the use of the Services without such other products or services.

Client shall defend, indemnify and hold GIS Planning harmless from any and all claims, injuries, damages, losses or suits arising out of a claim (i) of any breach of this Agreement by Client, its affiliates, employees agents, successors and assigns; and (ii) relating to or based on the activities conducted by Client, its employees, contractors and agents, using or that used the Services; and Client shall pay any final judgment entered against GIS Planning in any such proceeding or agreed to in settlement. Client shall be released from the above indemnification obligation unless GIS Planning provides Client with: i) reasonably prompt written notification of the claim or action; ii) sole control and authority over the defense or settlement thereof; and iii) at no cost to Client, all reasonably available information and assistance reasonably necessary to settle or defend any such claim or action.

GIS Planning, Inc.

By:_____
Name (print):__Anatalio Ubalde_____
Title:_____Co-Founder_____

Village of Orland Park

By:_____
Name (print):_____
Title:_____

3

EXHIBIT A
Statement of Work

1. Services (Software As A Service):

The Services shall be the provision of ZoomProspector Enterprise software functionality (or a product with identical functionality even if marketed under a different product name; references to ZoomProspector Enterprise below shall refer to the Services) on an online basis via the Internet. ZoomProspector Enterprise will be hosted on servers with an Internet service provider or hosting facility that GIS Planning owns or uses.

The functionality of the Services will include the following features:

- **Available Property Site Selection Query** – web site users will be able to search for available commercial property based on user-defined information such as minimum and maximum size and type of use.
- **Property Reports** – web site users will be able to generate property reports for available properties.
- **Dynamic Demographic Analysis** – web site users will be able to generate user-defined demographic analysis from any geocoded available property within the Project Geography.
- **License of Demographic Data from Applied Geographic Solutions** – data will include demographics, consumer expenditures and business/workforce data.
- **Dynamic Business Reports** – web site users will be able to generate user-defined business reports from any available property within the Project Geography.
- **Dynamic Mapping** – web site users will have the ability to zoom in/out, pan and identify information on the map.
- **Online Management system for Real Estate Professionals to list Properties** – web site users who are authorized real estate professionals marketing available commercial property will be able to add, delete and update information about their properties through a user-friendly web page using a login and password system.
- **Staff Online Management System** – web site users who are Client staff will have access to use of the Services that will provide them with access to the property data for addition, deletion and maintenance. Client staff will also use the Services to give real estate professionals access to use the Services for the purpose of reviewing, adding, deleting and updating information about their properties.
- **Application Interface** – the application interface will be created following a design similar to that shown as Exhibit B. The application interface will include color customization and insertion of the Client logo. The map interface data comes from Google and therefore that portion of the interface will be displayed based on Google's standard map interface. Future upgrades to the Services may modify the features and appearance and these upgrades may occur multiple times throughout the term.

Client understands and agrees that as with any software-as-a-service or hosted software offering, the specific features, functionality, appearance and design of the Services may change in the future (e.g., upgrades and fixes), but key features and functionality as described above will be provided pursuant to the terms and conditions of this Agreement. Client understands and agrees that the Services will use information, data, and map graphics from Google, and that GIS Planning has no control over Google, the services provided by Google or the information provided by Google. If Google changes or stops the services it provides through Google Maps and Google Earth it may affect the performance, usability and display of Client's website and the Services. GIS Planning is not responsible for any effects or changes that using Google Maps and Google Earth data may have on Client's website and Services.

Several of the above features are described in more detail below:

Available Property Site-Selection Query

ZoomProspector Enterprise will give the web site user the ability to search and select available land or buildings in the Project Geography based on size and type (e.g. office, retail, industrial, vacant land, etc.) of space. As a result of this search the ZoomProspector Enterprise software will compile a list of locations which match the identified characteristics and display them to the web site user.

i

Property Reports

After a property is found through the site selection process and the web site user selects it, ZoomProspector Enterprise will generate a property report that can include data variables, descriptions about the property, and images which were submitted through the Online Management Systems. Web site users will be able to select any available property in the Project Geography and be able to view a map depicting the available property.

The data described in the property reports may need to be entered when a property is added to the database. Some data can be generated automatically if it is included in the Project Geography's GIS database.

The Dynamic Demographic Engine

ZoomProspector Enterprise will give the web site user the capability to dynamically generate demographic reports for any available property within the Project Geography. Web site users can create demographic reports based on their own user-defined distance from a property. Demographic reports can include demographic, income, consumer-expenditure and workforce information.

The location-specific demographic radius reports can include radii distances of up to 60 miles around the available property. The drive-time demographic reports can include drive-times distances of up to 60 minutes around the available property.

Thematic Mapping of Demographic Variables

Website users will be able to select and display Thematic Mapping of GIS Planning's pre-defined demographic variables on the displayed map interface. This will show the spatial distribution and concentrations of specific variables across a geographic view. ZoomProspector Enterprise will also generate a Map Legend that defines the demographic ranges as quantifiable numbers.

The Dynamic Business Report Engine

As provided, ZoomProspector Enterprise will give the web site user the capability to dynamically generate business reports for a user-defined limited distance around any available property within the Project Geography. Web site users will be able to see the locations of businesses on the map color-coded by industry. Website users will also be able to view tabular business data in the business report by number of businesses by industry. Not all businesses will be able to be displayed on the map or report at the same time.

Business Search

Website users will be able to query a database of businesses by name and by industry. Based on the user-input parameters the website will produce the results in text and on the map. The business lists is based on as-is third party data.

Online Management system for Real Estate Professionals to list Properties

The real estate professionals' site is a web page where real estate professionals (like brokers or property owners) may add an available property, delete a property that has been leased or purchased, and modify information for a property. To help avoid conflicts between brokers, ZoomProspector Enterprise will provide functionality to allow Client to offer individual security logins and passwords so that only the real estate professional who added the property, and who has the appropriate login and password, should be able to view or delete the property. As provided, ZoomProspector Enterprise will also check for the ID of the broker before deleting information. A login and a password will also be required in order to add or delete a property. A user-friendly web site or interface will be used to make adding, deleting or modifying a property relatively easy for the broker.

Both the Broker's login database and Property Listing database will be maintained on a server running the ZoomProspector Enterprise software.

Brokers can also add photo images and/or document attachments that will appear on the property report. A file size limit of 1 MB will be required for each file.

Properties that cannot be geocoded to Google Maps will be excluded from the database of properties.

The Staff Online Management System
As provided, ZoomProspector Enterprise provides a web-based interface for the Client's system administrator(s). This Staff Online Management System page will allow the operator to add and delete real estate professionals who may list properties on Client's site, and assign them logins and passwords from any computer connected to the Internet. All logins and passwords will be stored in a secure database. Client will be able to monitor all properties through the Administration Page.

"Web site users" refers to end users accessing Client's website who have the necessary and adequate hardware, software and Internet connection services to access and use most commercial Internet sites.

2.   Service Level

GIS Planning will use commercially reasonable efforts to make the Services available and online at least ninety-five percent (95%) of the time. Customer agrees and understands that routine maintenance by GIS Planning or its internet service provider or hosting facility may cause temporary downtime, and that loss of connectivity by Client to the hosted system due to reasons which are beyond GIS Planning's control, such as problems with Client's personal computers or the network between Client and GIS Planning's internet server hosting facility, may arise and that GIS Planning shall not be responsible for such loss of connectivity or any other loss of connectivity that is beyond GIS Planning's reasonable control.

The Services will function on the latest two versions of the Microsoft Internet Explorer, Mozilla Firefox, and Google Chrome browsers with the Web site user having access to a high-speed Internet connection. When Microsoft, Mozilla, or Google upgrade their browsers GIS Planning will use best efforts to make the Services function on the new versions as quickly as possible.

3.   Timeline:

The timeframe for implementing the Services shall be thirteen weeks from the Effective Date of this Agreement and all Data To Be Provided By Client (Section 6) has been delivered to GIS Planning.

GIS Planning will use its management process to ensure smooth and rapid implementation. GIS Planning will work closely with Client to design and formally capture all the specifications needed to implement Services for Client.. GIS Planning will then track any modifications needed and their completion across two review cycles..

Implementing the Services in three months is dependent on Client's ability to turn around information requests in a timely manner. Delays in Client feedback may delay the Timeline.

The following is the development schedule:

Phase	Week	Description
1. Project Start	1	Agreement executed and design meeting scheduled.
2. Design Meeting	1, 2	To include a conference call and website review with Project Manager, Technical Staff and/or any Graphic Design Staff to discuss website colors, logos, URL, and project timeline. Client will have the option to supply a

iii

		graphic banner or utilize our graphic design services. Client must select a word/name for the URL which will precede zoomprospector.com by the end of week 2. For example communityname.zoomprospector.com. If a name is not provided by Client, GIS Planning will create a name on Client's behalf. Any changes to this URL are Additional Consulting Services.
3. Development	3, 4, 5, 6, 7, 8, 9	Development staff will keep client aware of any development issues and project status. By the end of week 3 Client must select the property report variables supplied by GIS Planning. If Client does not select the property report variables by the end of week 3 GIS Planning will select these variables for Client. Any changes to these variables are Additional Consulting Services. By the end of week 4 Client must provide GIS Planning with the color codes for the website and the banner image for the website. If Client wants an interactive/customized website banner it must provide the HTML fragment code. If Client does not provide the colors and banner at this time GIS Planning will create the colors and a banner on behalf of Client. Any changes to the color and banner are Additional Consulting Services. If Client has an existing property database, it must be submitted to GIS Planning by the end of week 5. If Client does not provide this property database at this time a property database upload into the Services will not be performed until after Access Date.
4. 1st Review and/or Approval	10, 11	Client will have the opportunity to review graphics and functionality. Any updates or changes to this will be comprehensively given to GIS Planning during this meeting.
5. Client-requested Changes (if needed)	11	All other updates or changes requested by Client must be given to GIS Planning in written form by the end of this week to be included in the project.
6. 2nd Review and Approval (if needed)	12, 13	Client will have the opportunity to review that all changes and updates have been made and the site is ready. This is the Access Date.

Local GIS data integration:

Phase	Week	Description
Client Delivery of GIS Data/Graphic Files	4 weeks	Optional local GIS data will be provided to GIS Planning in ESRI Shapefile/geodatabase format for all layers in project. The data will be added within 4 weeks of receiving the data. The data may be provided by the client at any time and this portion of development is independent of the development schedule and has no impact on completion of the Services.

4. Additional Consulting Services

Except for Services identified above in this Exhibit A, any additional custom functionality, data preparation, design of complementary web pages, changes to the existing interface, maintenance, new services requested, travel and time ("Additional Consulting Services") will be charged at a consulting fee rate of $150 per hour for staff, $250 per hour for senior staff, or $350 per hour for GIS Planning Principals, plus expenses for calendar year 2011. Client shall make any request for Additional Consulting Services in writing and the parties shall agree to such additional services in writing (including by e-mail) prior to performance of the Additional Consulting Services. The hourly rate for service is subject to change, in which case client shall be notified and approve of change before work is performed by GIS Planning.

5. Project Geography

The geographic scope of the Services provided to Client will cover the geographic boundaries of the Village of Orland Park, which is an area with a population of no more than 48,000 people.

6. Data To Be Provided By Client

The following is a list of the minimum data that needs to be provided by the Client to GIS Planning within four weeks of initiation of project work. Failure by Client to provide this Data shall not affect or delay payment of any fees due to GIS Planning under Section 3 of the Agreement.

GIS Data

- GIS layers (up to 8) should also be submitted as Shapefiles. The GIS layers you select are up to you. Some recommended layers which have been used by other economic development organizations include zoning, parks, utilities, traffic counts, and incentive areas. These should cover only the project area geography.

Graphic Images

- Any graphic images such as a logo, photos, or illustrations which can be used in the application interface.
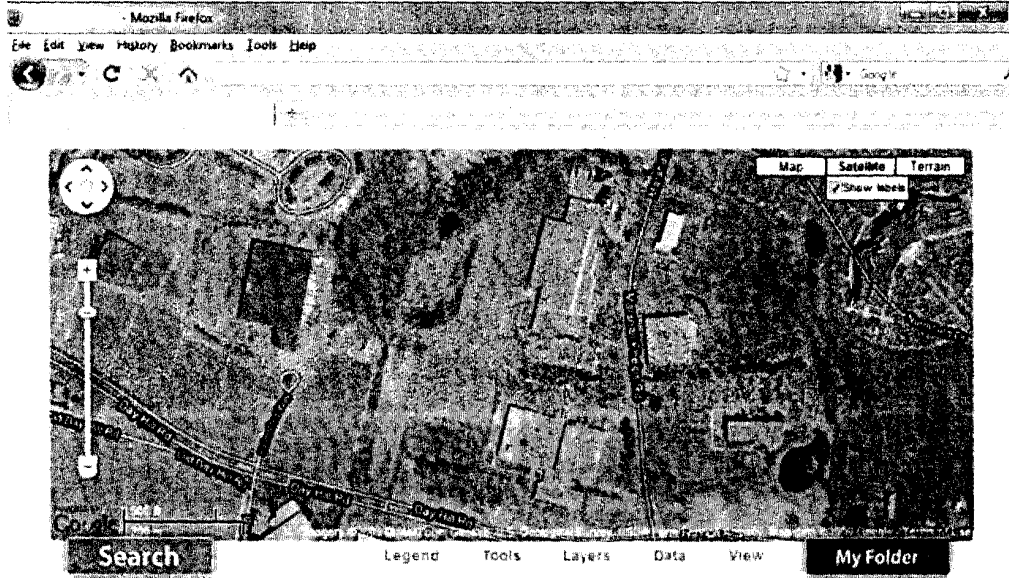
Any data manipulation or changes to the data are not included in this scope of work.

Client may use up to 10 GB of total storage on the server. Client understands and agrees that Data may be used in connection with other applications and services that are provided by GIS Planning and its partners.

7. Fees

Initial Term Fee:	$8,800
Annual Renewal Fee: (optional)	$4,400

EXHIBIT B