

## AGREEMENT FOR SOFTWARE AS A SERVICE For LAKE COUNTY

This Agreement for Software as a Service ("**Agreement**") is between the County of Lake ("**County**") and ExeVision, Inc. ("**Consultant**"), whose principal business address is 895 W. Baxter Drive, South Jordan, UT 84095.

### RECITALS

1. Lake County is seeking a Consultant to provide a Construction and Materials Management Software to replace an Illinois Department of Transportation (IDOT) provided software that has been phased out.
2. Consultant responded timely with a proposal dated May 3, 2022 ("**Proposal**").
3. Based on Consultant's Proposal, the County and Consultant have negotiated terms under which Consultant will perform the Services.
4. Consultant was previously selected by McHenry County RFP 20-53 for a Software as a Service contract.
5. Consultant was previously selected by IDOT in a 2017 RFP for an enterprise construction and materials management software system, which the County has used for IDOT-let Federal Aid projects. With this Agreement, the software system will be available for Lake County to use on all of the County's projects, whether in conjunction with IDOT or otherwise.
6. Consultant was successfully used for Lake County DOT's 22-00000-22-AM 2-year contract for 2022-23; 24-00000-22-AM for 2024; 25-00000-22-AM for 2025.
7. To memorialize the terms and conditions under which Consultant will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Consultant agree as follows:

### SECTION 1. ORDER OF PRECEDENCE

The documents that encompass the parties' understanding are listed below and shall be considered in the following order of precedence, with the Consultant's proposal supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

This Agreement and its exhibits.

- a. Exhibit A: Vendor Proposal: Updated for 2026
- b. Exhibit B: Scope of Work

### SECTION 2. SCOPE OF WORK

The scope of work that Consultant agrees to perform is set forth in Exhibit B to this Agreement.



### SECTION 3. EFFECTIVE DATE; TERM

Initial period with renewals: The Agreement between ExeVision and Lake County, signed 7-25-2022, includes an initial period and four one-year renewals. The initial period became effective at execution and was in effect through the County's fiscal year end (November 30, 2022). This update/renewal document represents the fourth of four one-year renewals, effective through the County's fiscal year (November 30, 2026). At the end of any contract term, Lake County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. In the event Lake County exercises its right to institute the 60-day extension, prorated rebate calculations shall be applied. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

**Effective Date.** Unless a different effective date is provided above, this Agreement will become effective when all the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

### SECTION 4. AGREEMENT PRICE

Updated for 2026: The County will pay Consultant a subscription or other fees associated with the solution, provided between agreement execution and the end of the County's fiscal year (November 30, 2026), with the total not to exceed \$87,238.00. The deliverables are identified in Exhibit B-Scope of work, and the Contractor will invoice the County not more than once per month for fees based on the agreed upon pricing schedule referenced as 26-00000-22-AM for the first fiscal year."

If the services required of the Contractor by the County exceed the "not to exceed" total for fiscal year 2026 or any other contract period, the County will follow the procedures outlined in Section 6 of this agreement (Change Orders), to secure funding for the additional services required during the County's fiscal year.

Contractor agrees to a rate increase of 3%/year for successive years covered by this agreement, after the initial period. Contractor and County also agree that renewals for successive years will include a "not to exceed" number, supplied by the County.

### SECTION 5. INVOICES & PAYMENT

- A. At the start of this Agreement, the County will issue a purchase order for the work and Consultant shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. All payments shall be made in accordance with the Illinois Local Government Prompt



Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).

- C. Lake County's fiscal year ends on November 30. Invoices for services the Consultant has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Consultant must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Consultant to invoice the County in the timeframes noted in this section shall constitute the Consultant's waiver of the Consultant's right to payment.

## **SECTION 6. CHANGE ORDERS**

In the event changes to the scope of the project or additional work become necessary or desired (a "Change"), the parties shall follow the procedures set forth in this Section to memorialize the change (a "Change Order"). A Change Order shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the Change's impact on the time for completing the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within 10 business days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed Change, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Change Order shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the



Change Order for appropriate signature or approval.

## **SECTION 7. INDEMNIFICATION**

Consultant agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement, and arising from the Consultant's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to Consultant promptly of any such claim, suit, or proceeding, and will assist Consultant, at Consultant's expense, in defending any such claim, suit, or proceeding.

## **SECTION 8. INSURANCE**

The Consultant must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

### Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence  
\$ 1,000,000 Products-Completed Operations  
\$ 1,000,000 Personal and Advertising injury limit  
\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

### Excess/ Umbrella Liability

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage; limits of insurance will be based on

size of project:

\$ 2,000,000 per occurrence limit (*minimum*)

#### Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

#### Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

##### Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

#### Professional Liability – Cyber Liability (*if applicable*)

Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

#### Technology Errors and Omissions (*if applicable*)

The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's risk manager considering the nature of the work and other factors relevant to County's exposure, if any, under this agreement.

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance



coverage required under this agreement, Lake County may purchase such insurance coverage with the approval and agreement of the Contractor, and charge the expense to the Contractor.

#### **SECTION 9. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL**

- A. **Independent Contractor Status.** The parties intend that the Consultant will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Consultant must always be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Consultant shall submit copies of the required licenses or certifications upon the County's request. Consultant shall promptly notify County in writing of any citation Consultant receives from any licensing or certification authority, including all responses and correction plans.
- C. Consultant shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Consultant agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules, and regulations. Where non-compliance materially impairs the Consultant from performing the services under this Agreement, the County may terminate the Agreement for cause.

#### **SECTION 10. DISPUTE RESOLUTION**

All issues, claims, or disputes that the Consultant raises or makes related to this Agreement shall be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097. In the unlikely event that a dispute arises from this subscription agreement and prior to invoking procedures under Lake County Purchasing Ordinance, § 33.097, Contractor and County employees and officials agree to use all best efforts to find amicable solutions to disputes or disagreements.

#### **SECTION 11. NO IMPLIED WAIVERS**

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

#### **SECTION 12. SEVERABILITY**

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as

to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.



### **SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS**

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court of Lake County, Illinois.

### **SECTION 14. NOTICES AND COMMUNICATIONS**

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

ExeVision, Inc.  
Attn: Brent D. McKinley  
895 W. Baxter Drive  
South Jordan, UT 84095

Copies of any notices and communications which propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

### **SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS**

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Consultant may assign, delegate, or subcontract the work under this Agreement, Consultant shall remain contractually liable to Lake County unless otherwise agreed in writing.

### **SECTION 16. TERMINATION**

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement. Consultant claims the same right, to terminate this subscription agreement with or without cause, upon 30 days' written notice.

b. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake



County agrees to give written notice of termination to Consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

c. Termination Due to Force Majeure Events:

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

## **SECTION 17. CONFIDENTIALITY**

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Consultant agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

## **SECTION 18. WORK PRODUCT/DATA AND SOFTWARE OWNERSHIP**

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County. Contractor makes no ownership claim to data provided by County, county employees, contractors etc., input into the Contractor's software solution. County maintains the exclusive ownership of those data. Contractor retains exclusive ownership of all software, modifications to the application, improvements to software

code, etc., and provides the County with the software functionality as a service.



## **SECTION 19. PRESS/NEWS RELEASES**

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

## **SECTION 20. DEBARMENT AND SUSPENSION**

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority and Decision to Debar.

The Consultant certifies to the best of his or her knowledge and belief that the Consultant:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consultant agrees that, during the term of this Agreement, Consultant shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Consultant has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

## **SECTION 21. NON-DISCRIMINATION**

During the term of this agreement, Consultant agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

**Signed:**

COUNTY OF LAKE

By: \_\_\_\_\_  
Its Purchasing Agent

Date: \_\_\_\_\_

**ExeVision, Inc.**

By: Floyd W. Millet  
Floyd W. Millet, President

Date: 9/17/25



**Exhibit A**

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**Vendor Proposal**

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## Proposal for Service: 2026

### Construction and Materials Management *Software Solution*

Glenn Petko, P.E.  
Lake County Division of Transportation  
600 W. Winchester Road  
Libertyville, IL 60048

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August 28, 2025



ExeVision, Inc.  
895 W Baxter Dr., South Jordan, UT. 84095

**Submitted By:**

Brent D. McKinley, Director of Business Development  
bmckinley@exevision.com  
(801) 762-6372



## Proposal for Services



Construction and Materials Management

SOFTWARE SOLUTION

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**Provided to:** Lake County Division of Transportation

**Provided by:** ExeVision, Inc.

**Contact:** Brent D. McKinley

**Date:** UPDATED: September 1, 2025.

**Note:** This document and its contents are considered confidential and restricted to the internal use of Lake County Division of Transportation and other Lake County departments involved in the decision process and not to be disseminated externally without the permission of ExeVision, Inc.

Glenn,

At your request, I am providing an updated proposal for ExeVision's iPDWeb Construction and Materials Management solutions for agreement renewal for 2026.

The information provided in this proposal has been updated to take the following into consideration:

The subscription fee for iPDWeb CMS SaaS application has decreased from \$1.46 per \$1,000 of contract value, to \$1.20 per \$1,000 of contract value entered into the CMS system.

## Solution

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The iPDWeb application is built to support the needs of local government agencies responsible for road and highway construction. Delivered as a Software as a Service (SaaS) solution, iPDWeb provides secure, role-based access to agency projects. Administrators can configure system settings to align with agency-specific requirements.

To ensure maximum availability, stability, and business continuity, ExeVision hosts iPDWeb on Microsoft Azure cloud services.

Lake County currently uses the Construction Management Subsystem (CMS) for project management and has the option to implement the Materials Management Subsystem (MMS). Should the County choose to adopt the MMS, ExeVision would work closely with Lake County on implementation, configuration, and the associated subscription fees.

The CMS also provides agencies the ability to grant contractors read-only access to project documentation within iPDWeb. This includes pay estimates, ledgers, change orders, and more. Access is delivered through the iCXWeb contractor application, which is offered to both the County and its contractors on a subscription basis. If Lake County decides to extend this functionality in the future, ExeVision will provide additional details for contractor iCXWeb access.

## Licensing

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Software as a Service (SaaS) refers to a cloud computing model in which a web-based application is centrally hosted, maintained, and made available for use by multiple customers. Under this model, the iPDWeb SaaS solution is licensed to local government entities, with payment based on defined usage metrics. Agencies can grant access to both internal and external users (such as consultants) according to user roles and permissions—without incurring additional per-user charges.

In addition to the iPDWeb application, ExeVision also offers the eFieldbook™ application for field data collection. The eFieldbook is licensed on a per-user, per-month basis for iPad and Android (when available) devices.

It is important to note that the eFieldbook is only required if the agency elects to use a dedicated application for field data collection or in cases where internet connectivity is unavailable. Otherwise, laptops and tablets with connectivity can access the iPDWeb application directly through a standard web browser.



## Product Deliverables

Deliverable	Description
Web-accessed <b>iPDWeb Construction Management Subsystem (CMS)</b>	ExeVision's Construction Management Subsystem (CMS) tracks and manages key construction data, including Daily Diaries, Project Ledgers (placements), Change Orders, Subcontracts, and Contractor Pay Estimates. The system automates the tracking of project events, enabling agencies to improve efficiency, accuracy, and timeliness in contractor payments.
Web-accessed <b>iPDWeb Materials Management Subsystem (MMS)</b>	The Materials Management Subsystem (MMS) serves as a robust Laboratory Information Management System (LIMS) for material sampling, testing, and overall management. In addition, MMS provides functionality for material definition, including attributes, components, and qualified product lists. Working in conjunction with the iPDWeb Construction Management Subsystem (CMS), MMS enhances coordination and improves overall project efficiency.
Web-accessed <b>iCXWeb Construction View for Contractors</b>	The iCXWeb contractor application provides contractors with secure, read-only access to authorized contract information from iPDWeb. Through the Construction View in iCXWeb, contractors can review key project details such as pay estimates, project ledgers, daily diaries, change orders, and subcontract records. This functionality reduces the need for contractors to contact agency staff for routine project updates, while improving communication efficiency and ensuring contractors have timely visibility into project progress.
<b>eFieldbook</b> <i>(if desired, by subscription)</i>	<p>The Electronic Field Book (eFieldBook) application is available by subscription for iPads (and soon for Android tablets). It allows users to access project data from the enterprise CMS application and capture field information—even at remote sites where network connectivity is unavailable.</p> <p>With eFieldBook, engineers and inspectors can document daily project activities, including pay items and work quantities completed, labor and equipment used by contractors and subcontractors, daily time charges, weather conditions, inspection notes, and instructions issued to contractors. This streamlined process ensures accurate, timely, and consistent field reporting.</p>

## Training & Support

- Online **virtual training sessions** are available if requested. Training costs are outlined in the pricing table.
- **Phone and email support** is provided as part of the normal subscription fees and is available from 8am – 5pm mountain time.

## Pricing

<b>iPDWeb Local Government</b>	<b>Year: 2026<sup>1</sup></b>
Initialization/Setup	NA
Construction Management Subsystem (CMS)	\$1.20 per \$1,000.00 <sup>2</sup>
Materials Management Subsystem (MMS):	
Implementation fee:	TBD
Material tests: Purchased individually if provided by ExeVision.	TBD
Monthly Use Fee:	TBD
<b>eFieldbook</b>	
Monthly Subscription: per user/month	\$30.00
<b>iCXWeb Contractor Access<sup>3</sup></b>	
Per Contractor/month (iCXWeb access)	\$50.00
<b>Training</b>	
Virtual Training Sessions: Half day	\$800.00
<b>Development</b>	
<b>Requested Development/Hour. (Based on SaaS Requirement availability).</b>	<b>\$209.00</b>

<sup>1</sup> Lake County agreement is based on their fiscal year but rate changes occur on a calendar year as indicated.

<sup>2</sup> iPDWeb CMS SaaS **usage fees** are calculated as a percentage of the contract amount when a contract is imported/entered into the CMS system. The final licensing language includes a mechanism for value/payment true-up if change orders have had a significant impact on the contract value.



<sup>3</sup> **Contractor Project Access** to County project information requires contractors to access the iCXWeb application. The Agency can determine whether the monthly subscription is paid by the Agency or the contractor.

Invoicing and payment occur monthly.

If you have questions on this Proposal for Services, feel free to contact me at your convenience by email at [bmckinley@exevision.com](mailto:bmckinley@exevision.com) or by phone at 801-762-6372.

Thank you for your consideration,

Brent D. McKinley  
Director, Business Development  
ExeVision, Inc.  
[bmckinley@exevision.com](mailto:bmckinley@exevision.com)  
801-762-6372

## **Exhibit B**

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### **Scope of Work**

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## SCOPE OF WORK

### ExeVision, Inc.

#### Construction & Materials Management



## SOLUTION OVERVIEW

ExeVision will provide Lake County Illinois with Construction Management and Materials Management software functionality, supplied as a Software-as-a-Service (SaaS) subscription service. The software will be hosted by ExeVision using the Microsoft Azure hosting platform and managed by ExeVision personnel.

Figure 1 indicates the software services provided to Lake County Illinois (in yellow).

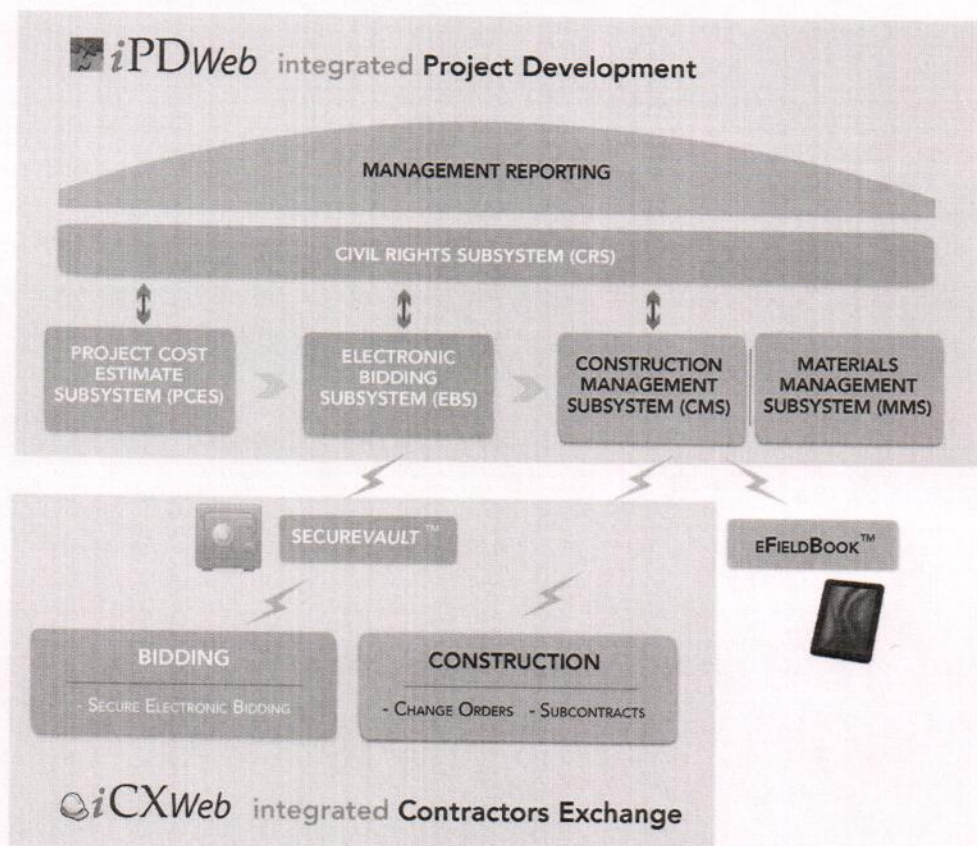


Figure 1: Lake County Services



The implementation will also provide functionality that will allow the County to expose system contracts to contractors, facilitating the communication process for projects between contractors and the state. This is an optional service and may be utilized by the County as needed. The eFieldBook tablet-based application will also be available for collecting field and inspection data on tablets, as needed by the agency.

The software solution provided under the SaaS model has configuration options that the Contractor will address with the County during the product implementation process and may be modified by the County. Specific software customization (feature set development or modification) is not offered as part of this agreement. There may be opportunities for report modification, creation, or other development/customization within the limitations of a SaaS solution. At the direction and request of Lake County, these engagements will be provided at ExeVision's hourly development rate as outlined in the pricing table.

## PRODUCT DELIVERABLES

Deliverable	Description
Web-accessed <b>iPDWeb™ Construction Management Subsystem (CMS)</b>	ExeVision's Construction Management Subsystem (CMS) tracks and maintains construction data including Daily Diaries, Project Ledger (placements), Change Orders, Subcontracts, and Contractor Pay Estimates. It provides an automated method of tracking the various events that occur during a construction project, resulting in more efficient, accurate, and timely contractor payments.
Web-accessed <b>iPDWeb Materials Management Subsystem (MMS)</b>	The Materials Management Subsystem (MMS) is a material sampling, testing and management solution that works with the iPD CMS.
Web-accessed <b>iCXWeb™ Contract access by contractors</b>	The Integrated Contractors Exchange (iCXWeb) is a web-based application used for electronic information exchange between contractors and the agency. Using iCXWeb, contractors can view project details including placements in the ledger, change orders, pay estimates, etc. for projects authorized by the agency for viewing by the contractor.
<b>eFieldbook™</b>	<p>The Electronic Field Book (eFieldbook) is a tablet-based application used to view items and project data and collect field data where direct network connections are not possible. Inspectors can document daily work activities at the project site, including pay items and quantities of work performed, labor and equipment used by the contractor and subcontractors, daily time charges, daily weather conditions and temperatures, diary information including project inspections, and instructions to the contractor. When connectivity is reestablished, the information is automatically synchronized with the home office CMS.</p> <p>ExeVision's roadmap includes adding select materials functionality to the</p>



eFieldbook including logging field samples.

## Construction Management Subsystem (CMS) Overview

CMS tracks and maintains data including daily diaries, project ledger, and contractor pay estimates, and utilizes the eFieldBook to gather and synchronize field and inspection data with the enterprise iPDWeb application.

Using the CMS, the agency records daily work activities including the quantities of work performed and other critical activities related to construction projects including weather, time charges, activities, equipment, labor, diary entries, etc. These entries may be made in either the iPDWeb application or through the eFieldBook, ExeVision's tablet-based application for gathering field data. From these entries, reports are generated with standard system reports or with an integrated, user-friendly ad hoc reporting engine.

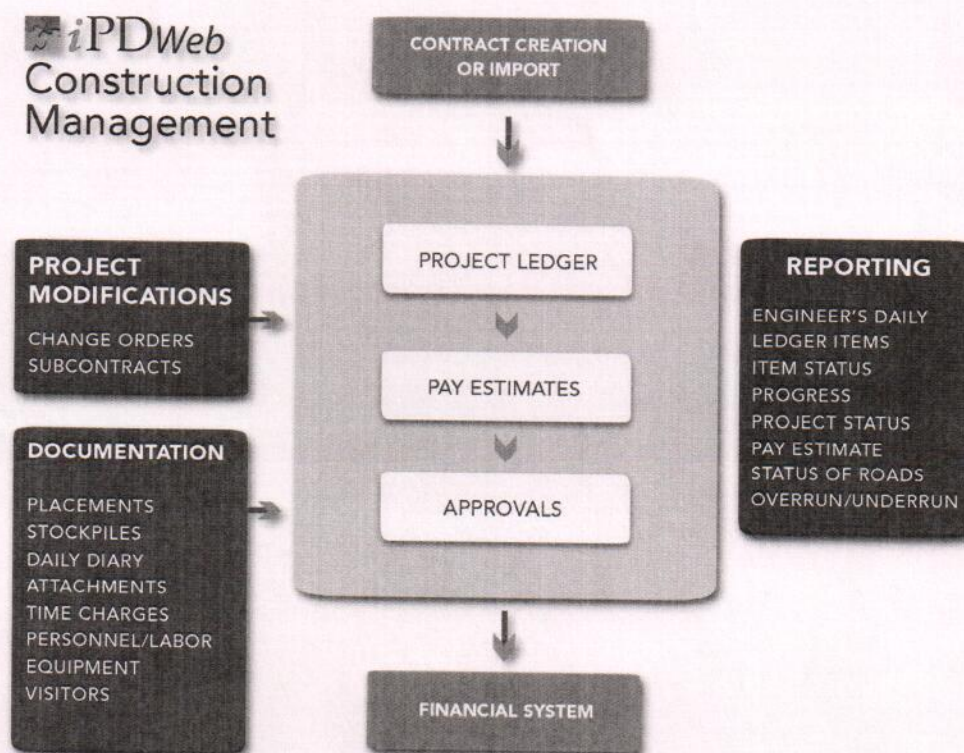


Figure 2: Construction Management Functional Overview



## Materials Management Subsystem (MMS) Overview

ExeVision's Materials Management Subsystem (MMS) is a materials testing and management solution providing data collection and analysis services related to the receipt, acceptance, and quality control of project materials. The application supports testing and day-to-day operations for materials management and includes functionality to manage samples, facilities (including laboratories and equipment), inventories, mix designs, etc. and tracks testers and their certified training status.

MMS includes a highly flexible test definition engine that agencies use to define their own material tests with virtually any combination and format of questions including text boxes, dropdown lists, radio buttons and checkboxes. Data validations, including valid data ranges are then established along with required fields.

Calculations for the defined material tests are created using Microsoft Excel functions using a sophisticated calculation engine that may calculate using multiple fields in a single computation, define conditional calculations, etc. Test results may include "pass", "fail" or some other specified result determined by a test definition.

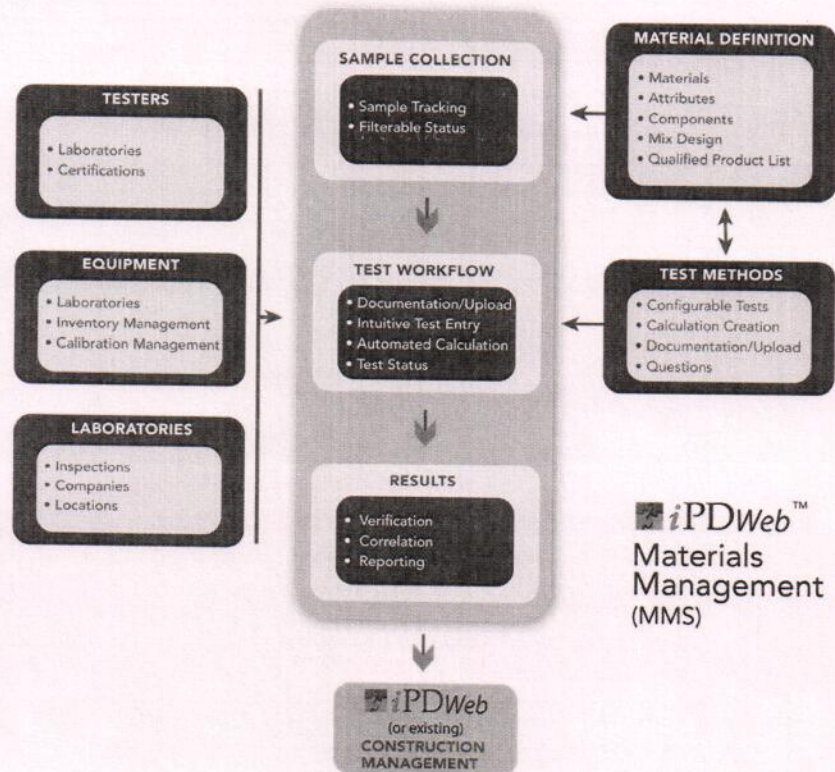


Figure 3: Materials Management Overview



## Electronic Fieldbook (eFieldBook)

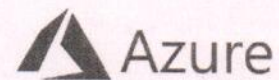
The Electronic Field Book application (eFieldBook) facilitates and streamlines the work of office and field personnel by enabling engineers to document daily work activities at the project site, including tracking pay items and quantities of work performed, labor and equipment used by the contractor and subcontractors, daily time charges, daily weather conditions and temperatures, diary information including project inspections, and instructions to the contractor. Because engineers often document projects in remote areas, eFieldBook does not require Internet connectivity in the field. The application downloads project pay items from CMS to the tablet and subsequently uploads daily work information through the device's syncing functionality. Information collected and synchronized from the eFieldBook application is available in CMS.

## Integrated Contractors Exchange (iCXWeb)

The integrated Contractors Exchange (iCXWeb) is a web-based application used by contractors to communicate with the agency. iCXWeb is used to communicate between the prime contractor and the agency. In the context of Lake County, iCXWeb is used in a construction role to provide read-only access to active projects within the County's iPDWeb system. This project visibility by contractors improves communication and efficiency by allowing contractors to view real-time project data including daily reports, inspection information, pay estimates, etc. without having to contact the agency.

### HOSTING & BUSINESS CONTINUANCE SERVICES

ExeVision's SaaS solution is hosted with Microsoft Azure Cloud hosting services, providing performance, scalability, and business continuance through systems redundancy and recovery options.



### TRAINING & SUPPORT

Training is available if requested, for an additional fee as outlined in the pricing table.

Phone and email support is provided as part of the normal subscription fees and is available from 8am – 5pm mountain time



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Foote Insurance Agency 305 N Freedom Blvd (PO Box 1445) Provo, UT 84601	<b>CONTACT NAME:</b> Shane Christley	<b>FAX (A/C, No):</b> 801-756-5032	
	<b>PHONE (A/C, No, Ext):</b> 801-756-5001	<b>E-MAIL ADDRESS:</b> shane@footeinsurance.com	
<b>INSURED</b>  Exevision, Inc. 895 Baxter Drive South Jordan, UT 84095	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Insurance Company		
	<b>INSURER B:</b> Lloyds of London		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> (30) cancellation notice GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZPP-11N41804-24-15	07/30/2025	07/30/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-9K140089-24	07/30/2025	07/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP-9K178320-23	07/30/2025	07/30/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	UB2X80887A-24	07/30/2025	07-30-2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability & Technology Errors & Omissions			W1DAB7240901	12/7/2024	12/07/2025	Occurrence Limit 2,000,000 Aggregate Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lake County Division of Transportation is named as an additional insured, as their interests may appear.

## CERTIFICATE HOLDER

## CANCELLATION

Lake County Division of Transportation 600 West Winchester Road Libertyville, Illinois 66048	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Shane Christley

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2026 Estimate of projects for ExeVision

G.P. 9/10/2025

**FY26 lettings**

<u>Project</u>	<u>Section #</u>	<u>Amount</u>	<u>Tent. Letting Date</u>	<u>Cost</u>	<u>per \$1000</u> <u>1.20</u>
Cedar Lake Resurface (Monaville - Hart)	24-00999-09-RS	\$ 3,926,000	Feb	\$ 4,711.20	
Russell (Kilbourne - 131)	22-00078-17-RS	\$ 2,000,000	Feb	\$ 2,400.00	
MLK Resurface (IL131 - Commonwealth)	24-00256-03-RS	\$ 1,608,000	Feb	\$ 1,929.60	
River @ Roberts Modernization	24-00086-11-RD	\$ 500,000	Feb	\$ 600.00	
Buffalo Grove Conc Rehab (IL83 - Deerfield)	24-00249-05-GM	\$ 600,000	Feb	\$ 720.00	
Crackseal '26	26-00000-04-GM	\$ 250,000	March	\$ 300.00	
HMA Patch '26	26-00000-13-GM	\$ 763,000	March	\$ 915.60	
Fairfield Culvert #257 N. of IL134	20-00104-10-DR	\$ 1,650,000	March	\$ 1,980.00	
Bridge Painting	25-00999-18-DR	\$ 500,000	March	\$ 600.00	
McClory Bikepath Landscaping	24-00173-21-BT	\$ 375,000	March	\$ 450.00	
Pulaski Resurface (IL43 - IL131)	23-00196-11-RS	\$ 1,879,000	March	\$ 2,254.80	
Concrete Patch '26	26-00000-10-GM	\$ 281,000	April	\$ 337.20	
Accessible Ped Signals Part 2 (34 spots)	25-00999-15-TL	\$ 3,750,000	April	\$ 4,500.00	
Culvert Rehab 2026 - Liners	24-00999-10-DR	\$ 2,500,000	April	\$ 3,000.00	
Culvert Replacement 2026 (River, Grass, Rollins)	24-00999-02-DR	\$ 4,000,000	April	\$ 4,800.00	
Culverts 2024 (Skokie 5)	22-00999-89-DR	\$ 625,000	April	\$ 750.00	
Gilmer Culvert	25-00079-19-DR	\$ 400,000	May	\$ 480.00	
Rollins Resurface & Sidewalk	21-00999-82-RS	\$ 8,250,000	May	\$ 9,900.00	
Field Elements 2026		\$ 500,000	June	\$ 600.00	
Hainesville 3 Lane	19-00072-14-WR	\$ 19,000,000	Sept	\$ 22,800.00	
21st @ Kenosha Roundabout	19-00125-07-CH	\$ 5,783,000	Sept	\$ 6,939.60	
		<b>\$ 59,140,000</b>		<b>\$ 70,968.00</b>	
Possible Custom Effort like the Change Order Report			30 hours @ \$209/hr	\$ 6,270.00	
Possible Training/ Manual				\$ 10,000.00	

<b>NOT TO EXCEED Amount For 2026 Purchase Order: \$</b>	<b>87,238.00</b>
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<b>Add 10% &amp; round up for FY2026 APPROPRIATION</b>	<b>\$100,000</b>
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