

**AGREEMENT #21118 FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County ("County") and EcoInteractive, LLC ("Consultant"), 548 Market St. #19734, San Francisco, CA 94104-5401

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide an Integrated Capital Program Management System for Lake County, IL as noted in the Consultant's proposal dated August 23, 2021, ("Services"); and

WHEREAS, Consultant has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

NOW, THEREFORE, Lake County and Consultant agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire Agreement between Lake County and Consultant are in order of precedence:

- A. This Agreement and all exhibits thereto; and,
- B. Terms and Conditions identified in RFP #21118 – Integrated Capital Program Management System as Exhibit A
- C. Contractor's RFP response to RFP #21118 proposal dated August 23, 2021 and all exhibits thereto identified within as Exhibit B.
- D. Contractor's BAFO response, dated October 20, 2021 as Exhibit C.

SECTION 2. SCOPE OF WORK

The integrated transportation planning, programming, and tracking system, and visualizations solution project is made up of several distinct but connected components:

1. a "back end" database for storing, processing, and organizing data;
2. a front end "user interface" for entering, querying, and retrieving data from the database;
3. a GIS-based mapping application for entering, displaying, querying, and retrieving location-based data;
4. a reporting tool with predefined report formats and the ability to create ad-hoc or customized reports
5. an analysis and visualization component for displaying and querying data interactively via tables, charts, and/or graphs.

Integration of the database with other internal and external data sources through API's is also required. Data must be collected from the web interface, mapping application, and via imports from other databases/spreadsheets internal and external to LCDOT. Project data, including illustrative data will generally be collected at three different levels: Project Information, Financial Line Items, and Categories (by project and/or by line item). Background Information and Administrative Information will also be collected and may or may not be associated with individual projects or line items. Once collected, the data must be validated for accuracy, completeness, and compliance with fiscal constraint criteria. Standard reports and visualizations (map and dashboards) must be generated for the 5 Year Transportation Improvement Program, including with illustrative projects/line items.

Due to its complex nature, LCDOT envisions that this project will be completed in phases, beginning with a

Planning Phase that will define the structure and function of all components of the project. Once all planning phase deliverables have been completed and accepted by LCDOT, the actual Development and Programming or Build Phase should commence. The Third Phase will include cross walking existing data to the new application, testing, final documentation, and staff training. The Fourth Phase of this project will include Maintenance and Future Development. Maintenance and Future Development will encompass planned for, but yet uncompleted desired elements, application development enhancements, and possibly hardware and software maintenance, depending upon the final configuration and hosting decisions. Application development enhancements will be on a task order basis while maintenance will be on an annual budget basis.

SECTION 3. DURATION

The County intends to execute a two-part agreement for this initiative – implementation services and ongoing software services. The term for implementation will be set by the approved project implementation plan and the software services contract should commence upon go-live/product launch into production. The software services contract shall be renewed from year to year under the existing approved conditions unless termination notice is provided. At the end of any contract term, Lake County reserves the right to extend this contract for a period of sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

SECTION 4. AGREEMENT PRICE

Lake County will pay the Consultant upfront development cost of \$50,850 for the implementation configuration fee. This work will include configurations/customizations, data imports, and all initial start-up services (from configuration of the latest ProjectTracker database application to implementation to go-live as well as two live general trainings.) Licensing fees are included in the software as a service (SaaS) fee. Annual on-going service fees in the amount \$101,700 with a 2% annual increase for years two through five. Annual fee is expected to be a complete package covering secure site, public portal, maintenance, help desk support, hosting, security, business rule, and software changes.

SECTION 5. INVOICES & PAYMENT

- A. A purchase order will be issued for the work and Consultant shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing actual time devoted and cost incurred. Consultant shall permit a representative from Lake County to inspect and audit all data and records of Consultant for work and/or services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the termination of this Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

SECTION 6. CHANGE ORDERS

In the event changes to the Scope of the project and/or additional work become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references this Agreement (a "Change Order"). 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 impact of the Change on time for completion of 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 ten (10) 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 those cases where the County Purchasing Agent's signature is required, or County Board approval is needed, the Change Order shall not be deemed rejected by County after ten (10) days provided the Project Manager has indicated in writing within the ten (10) day period of his intent to present the Change Order for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Consultant agrees to indemnify, save harmless, and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of Consultant. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the gross negligence or willful or wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

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 for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

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.

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)

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

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 – Errors and Omissions

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability – Cyber Liability

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

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

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.

- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

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 and charge the expense to the Contractor.

SECTION 9. INDEPENDENT CONTRACTOR

Consultant is defined and identified as an independent contractor, not an employee or agent of Lake County and the County has no right to control or direct Consultant's manner, detail, or means by which Consultant accomplishes tasks under this Agreement.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 11. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 12. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid 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, State of 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:

EcoInteractive, LLC
548 Market St. #19734
San Francisco, CA 94104-5401

Copies of any notices and communications which propose to alter, amend, terminate, interpret, or otherwise change 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

Except as otherwise provided herein, this Agreement shall not be assigned, delegated, altered, or modified without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

To the extent Lake County agrees to an assignment, delegation, or subcontract by Consultant, Consultant shall remain liable to Lake County with respect to each and every item, condition and other provision hereof to the same extent that Consultant would have been obligated if it had done the work itself and no assignment, delegation, or subcontract had been made.

SECTION 16. TERMINATION

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

In the event that this Agreement is terminated due to Consultant's default, Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge Consultant with any or all losses incurred, including attorney's fees and expenses.

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.).

SECTION 18. WORK PRODUCT

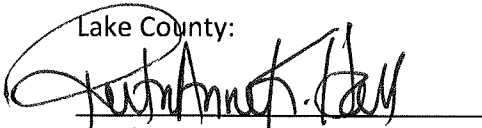
Lake County owns all rights, title, and interest in and to Lake County's data, specifically including all data entered into EcoInteractive's software-as-a-service (SaaS) platform and all reports produced by Lake County or using Lake County's data, under this contract. EcoInteractive retains all ownership, including intellectual property rights, of its software-as-a-service (SaaS) platform. To the extent the Agreement utilizes property, intellectual or non-intellectual in nature, in which it has an ownership interest in the performance of this Agreement, such property shall remain the property of EcoInteractive and, except as expressly authorized in this Agreement, Lake County shall acquire no right or interest in such property.

SECTION 19. NEWS RELEASES

Consultant may not issue any news releases regarding this Agreement without prior approval from Lake County.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

A handwritten signature in black ink, appearing to read "Justin H. Hall", is written over a horizontal line.

Purchasing Agent
Lake County

EcoInteractive, LLC: *Eric Cao*

Eric Cao, Chief Operating Officer
Title

Date 12/17/2021


Date 11/4/2021

**CONTRACT ADDENDUM
SAAS SERVICES ORDER FORM**

Customer: Lake County	Contact: RuthAnne Hall, Lake County Purchasing Agent
Address: 18 North County Street	Phone: 847-377-2180
Waukegan, IL 60085	E-Mail: Purchasing@lakecountyil.gov
Services: ProjectTracker SaaS Solution - Letting Module ((the "Service(s)").	
<p>Additional Services Fees: The subscription fees outlined below are in addition to the current contract in place. Subscription fees are paid monthly beginning from the Start Date, payable in arrears, subject to the terms of Agreement #21118 herein and the pricing schedule below:</p> <p><u>Year 1-5 Letting Module Add-On Subscription Pricing</u></p> <p>Year 1 (8/17/22 – 12/17/22): \$1250 per month or \$5000 annually</p> <p>Year 2 (12/17/22 – 12/16/23): \$1,275 per month or \$15,300 annually</p> <p>Year 3 (12/17/23 – 12/16/24), Option to renew: \$1,300 per month or \$15,600 annually</p> <p>Year 4 (12/17/24 – 12/16/25), Option to renew: \$1,327 per month or \$15,924 annually</p> <p>Year 5 (12/17/25 – 12/16/26), Option to renew: \$1,353 per month or \$16,236 annually</p>	<p>Initial Letting Module Service Term: 16 months starting August 17, 2022 (the "Start Date") with 3, one-year options to extend</p>
<p>Service Capacity: As part of the ongoing subscription access to ProjectTracker SaaS solution outlined in the current contract, this addendum will include additional access to the Letting module. Exhibit A outlines additional details and scope related to the Letting module.</p> <p>Note: For additional context, the original contract #21118 dated 12/7/2021 had a contract value of \$256,284 for year 1 and 2. The adjusted 2 year contract value through 2023 including this addendum is \$276,584.</p>	

SAAS SERVICES AGREEMENT

This SaaS (Software as a Service) Subscription Agreement ("Agreement") is entered into on this 17th day of August, 2022 (the "Effective Date") between EcoInteractive LLC with a place of business at 1756 Picasso Ave, Suite K, Davis CA 95618 ("Company"), and the Customer listed above ("Customer"). This Agreement is an addendum to the current executed contract and is subject to the same Terms and Conditions.

EcoInteractive LLC 
By: _____
Date: 6/10/2022
Name: Jessie Yu
Title: CEO


Lake County: 
By: _____
Date: 6/23/2022
Name: RuthAnne Hall
Title: Lake County Purchasing Agent

EXHIBIT A

Background

Lake County's current letting system is incompatible with the latest Microsoft Office version, and to support the bid letting functions will need to utilize a different solution. The solution should allow Lake County to prepare bids, manage the LCDOT and IDOT pay item lists, enter bid submittals, auto tabulate bid results, and provide needed reports for contracts and public site.

EcoInteractive is proposing the Letting module offered as part of the ProjectTracker SaaS product, which Lake County already utilizes to manage their Capital Improvement Program.

Technical Scope

The bid letting system will allow Lake County to accomplish the following tasks:

- Login portal for bid letting staff and engineers (both of which would have the same level of access)
- Contract bid preparation (*workflow proposal provided by EcoInteractive*)
 - Ability to prepare contract bids by selecting items from the LCDOT and IDOT pay item lists and providing the quantity for each pay item.
 - Ability to track additional fields related to a contract bid (i.e. Project, Section, Description, CPMS Pin, Let Date, and Bid Contact Info).
 - Ability to manually enter or import in engineer estimate (engineer would have to fill out information in the import format required).
 - Having the ability to manage the LCDOT pay item list and bulk update the IDOT pay items list.
- Contract bid entry and review (*workflow proposal provided by EcoInteractive*)
 - Manually enter bid data
 - Import in vendor bid information (vendor would have to fill out the information in the import format required)
 - Bid auto tabulation, which would provide the staff the total bid amount for each vendor and engineer estimate
- Reporting (*current report references provided by LCDOT*)
 - Data export (including historical bids to inform engineer estimates)
 - Bid Pay Item/ Quantity listing (for contractors to fill out and submit)
 - Summary of bids report (for public site)
 - Lowest bid report (for inclusion in contract)

Note, import of contract/bidding data from Lake County's current letting is not in scope for this contract. Lake County will start fresh with preparation and tracking of contract bids in the EcoInteractive Letting module.

Workflow

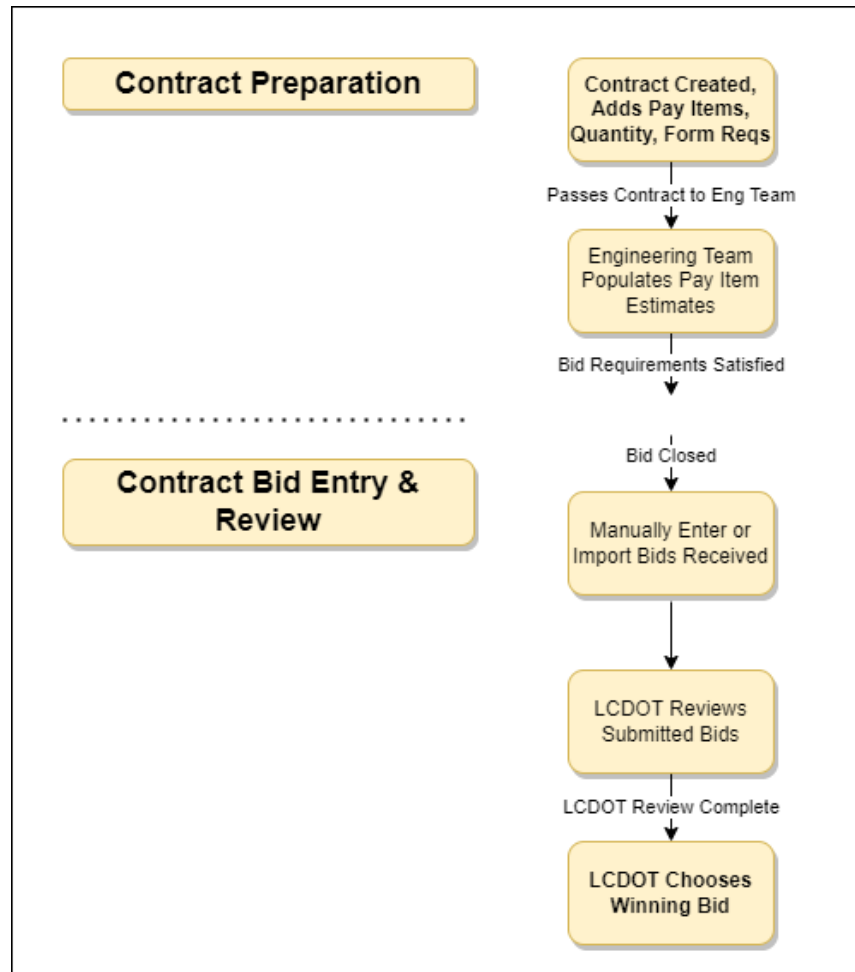


Figure 1: High Level Workflow

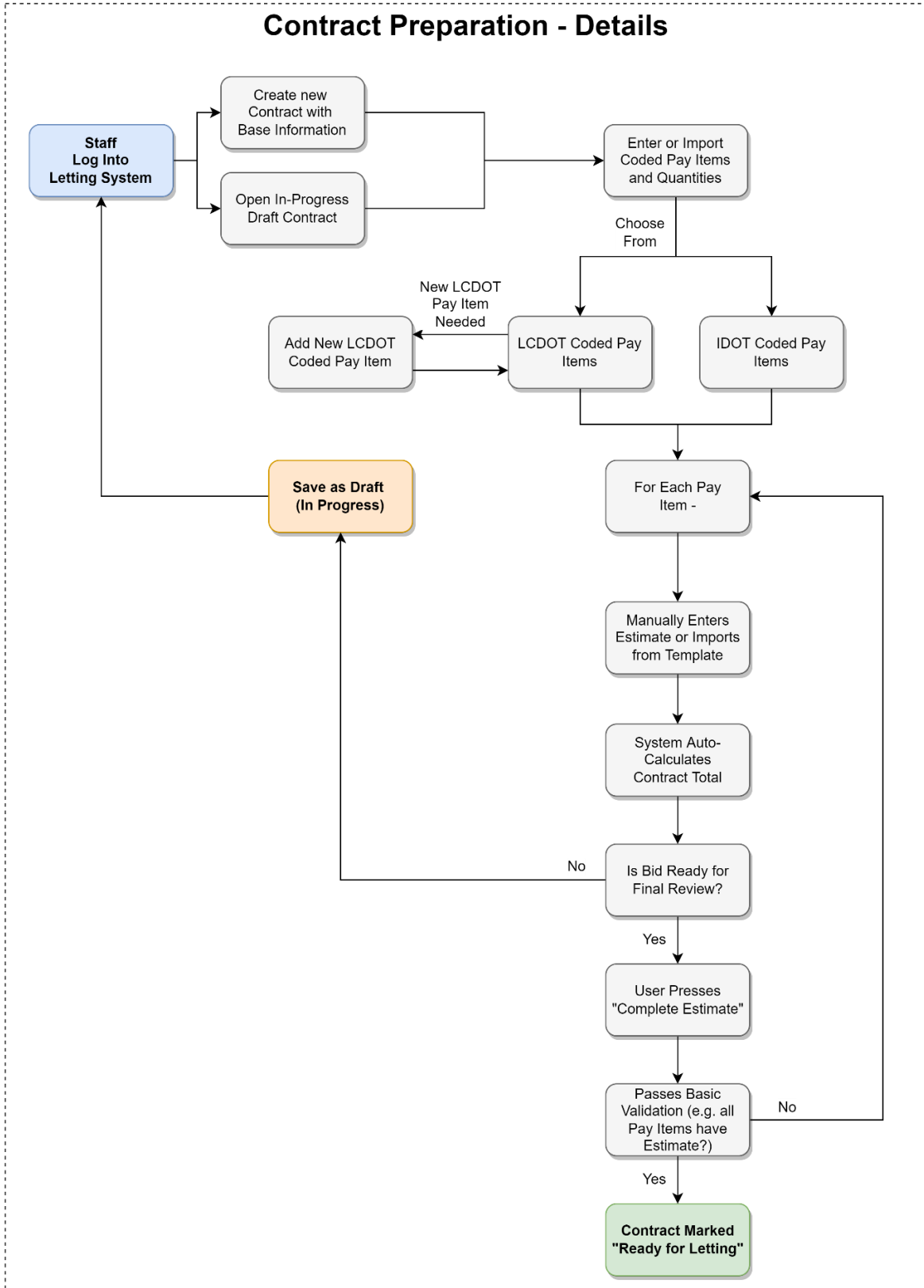


Figure 2: Contract Bid Preparation Details

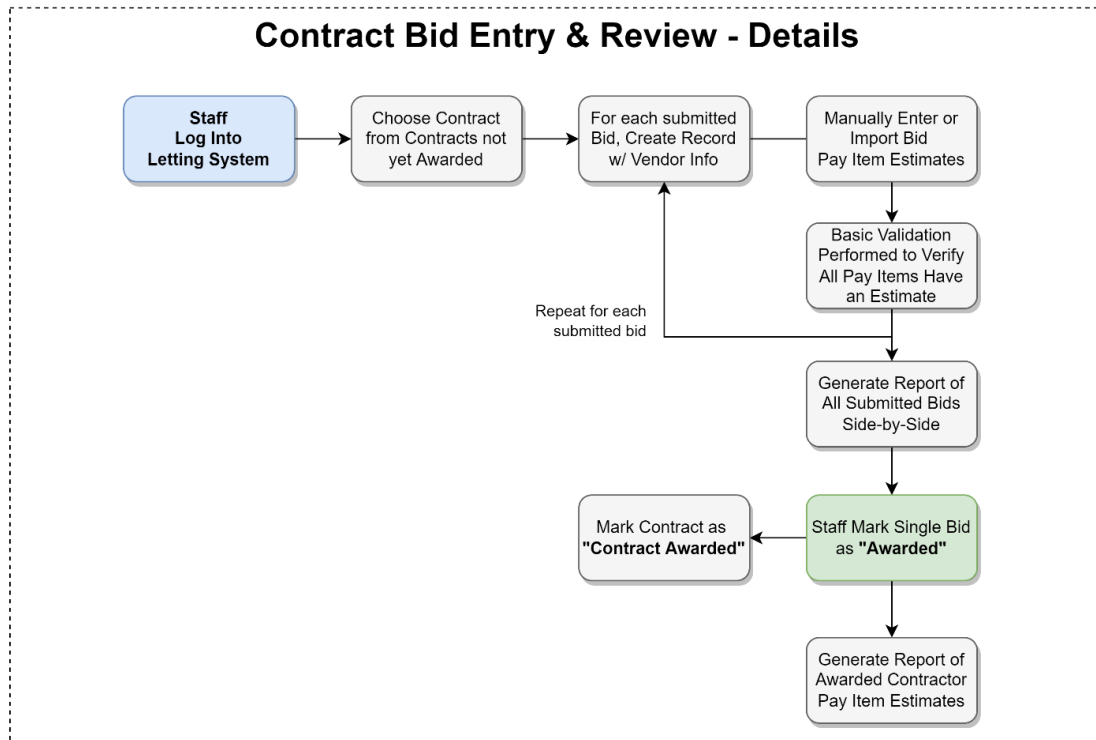


Figure 3: Contract Bid Entry and Review and Details

Reporting Examples

Lake County has provided examples of the format of current reports required in the bid letting process. EcoInteractive will provide the reports listed below as part of the letting module. The look of the reports may differ from the screenshots below, but the information provided, general structure, and function will be the same. All of the reports below will be provided in an Excel format.

Data Export

Function: Information and report not currently available to Lake County DOT. Within ProjectTracker, the data export is to be utilized to inform the engineer of historical bid information. The export will list all the pay codes used within contracts and the related contract/bidding information.

PayCode	Description	Contract #	Vendor	Letting Date	Unit Price	Quantity
20101000	TEMPORARY FENCE	1234	A	9/25/2020	6	1
20101000	TEMPORARY FENCE	1234	B	5/14/2000	5.46	2
20101000	TEMPORARY FENCE	1234	C	1/30/2022	100.28	1
20101000	TEMPORARY FENCE	1234	D	6/26/2015	64.85	3
20101000	TEMPORARY FENCE	1234	E	2/28/2019	99.62	1
20200100	EARTH EXCAVATION	5678	A	3/1/2021	215.21	7
20200100	EARTH EXCAVATION	5678	B	9/10/2017	157.15	25
20200100	EARTH EXCAVATION	5678	C	6/4/2019	2156.15	200
20200100	EARTH EXCAVATION	5678	F	7/8/2005	1154	60
20200100	EARTH EXCAVATION	5678	Q	6/4/2022	1222	15

Figure 4: Data Export

Bid Pay Item/Quantity Listing

Function: Template that Contractors will fill out to submit their bid. Will include the list of pay items and quantities required in a contract, a column for the contractor to enter in their Unit Price per item, and a column for the Total Price (unit price * quantity). Once filled out by the contractor, this template can be imported (if correctly filled out) into the system to be associated with a bid received for a contract.

If the Unit Price and Total Price columns are removed, this report can also be inserted into project plans.


						
Schedule of Prices						
Project: 14th Street Resurfacing						
Section: 17-00260-02-RS						
Description: Mill and Resurface						
CPMS Pin: B-01002B						
Let Date: 2/8/2022						
Bid Submitted By: Engineer Estimate						
Item No.	Pay Code	Description	Quantity	Unit	Unit Price	Total Price
1	20101000	TEMPORARY FENCE	500.0	FOOT		\$0.00
2	20200100	EARTH EXCAVATION	188.0	CU YD		\$0.00
3	21101615	TOPSOIL FURNISH AND PLACE, 4"	1,164.0	SQ YD		\$0.00
4	25000400	NITROGEN FERTILIZER NUTRIENT	17.0	POUND		\$0.00
5	25000600	POTASSIUM FERTILIZER NUTRIENT	17.0	POUND		\$0.00
6	25200110	SODDING, SALT TOLERANT	1,164.0	SQ YD		\$0.00
7	25200200	SUPPLEMENTAL WATERING	3.0	UNIT		\$0.00
8	28000510	INLET FILTERS	23.0	EACH		\$0.00
9	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	427.0	SQ YD		\$0.00
10	35101400	AGGREGATE BASE COURSE, TYPE B	220.0	TON		\$0.00
11	35800100	PREPARATION OF BASE	685.0	SQ YD		\$0.00
12	40600290	BITUMINOUS MATERIALS (TACK COAT)	6,340.0	POUND		\$0.00
13	40600370	LONGITUDINAL JOINT SEALANT	5,682.0	FOOT		\$0.00
14	40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	10.0	TON		\$0.00
15	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	174.0	SQ YD		\$0.00
16	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	1,184.0	TON		\$0.00
17	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	790.0	TON		\$0.00
Total Bid						\$0.00

Figure 4: Bid Pay/Quantity Listings Report

Summary of Bids Report

Function: To be uploaded to Lake County Purchasing Portal and provide information on the engineer's estimate and the bids received from each contractor.

Summary of Bids Received

Project: Avon Road District 2022
Section: 22-02000-02-GM
Description: Mill, Patch and Resurface
CPMS Pin: B-91427
Let Date: 5/10/2022

Bidder	Address	City, State, Zip	Bond	Bid Price	% Over/Under Eng. Estimate	\$ Over/Under Eng. Estimate
Peter Baker & Son Company	1349 Rockland Road	Lake Bluff, IL 60044	Bid Bond	\$70,332.23	-15.97%	-\$13,969.77
ChicagoLand Paving, Inc.	225 Teller Road	Lake Zurich, IL 60047	Bid Bond	\$77,000.00	-8.01%	-\$6,702.00
J. A. Johnson Paving Company	1025 E. Addison Court	Arlington Heights, IL 60005	Bid Bond	\$78,647.00	-6.04%	-\$5,055.00
Schroeder Asphalt Services, Inc.	P.O. Box 831	Huntley, IL 60142	Bid Bond	\$81,438.33	-2.70%	-\$2,263.67
Payne & Dolan, Inc.	28435 W. Route 173	Antioch, IL 60002	Bid Bond	\$89,591.43	7.04%	\$5,889.43
Maneval Construction Co Inc.	28090 West Concrete Drive	Ingleside, IL 60041	Bid Bond	\$97,456.00	16.43%	\$13,754.00
Engineer's Estimate				\$83,702.00		

Design _____ IDOT(2) _____ Contract Bidder _____

Finance _____ Bid Tab File _____ Resident Eng. _____

Construction _____ Project File _____ Request By Mail _____

County Engineer _____

Mgr Capital Programming _____

CODEF Version 0.0.967
Page 1
5/10/2022

<div><div><div><div><div><div></div></div></div><div>LakeCounty</div><div>Division of Transportation</div></div></div><div>Project: Avon Road District 2022 Section: 22-02000-02-GM Description: Mill, Patch and Resurface CPMS Pin: B-91427 Let Date: 5/10/2022</div></div>																		
Return Bid Tabulation																		
Item No.	Pay Code	Description	Quantity	Unit	Eng Estimate		ChicagoLand Paving, Inc.		J. A. Johnson Paving Company		Maneval Construction Co Inc.		Schroeder Asphalt Services, Inc.		Payne & Dolan, Inc.		Peter Baker & Son Company	
					Unit Price	Extn'd. Price	Unit Price	Extn'd. Price	Unit Price	Extn'd. Price	Unit Price	Extn'd. Price	Unit Price	Extn'd. Price	Unit Price	Extn'd. Price	Unit Price	Extn'd. Price
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	1,683.0	POUND	\$1.00	\$1,683.00	\$0.01	\$16.83	\$0.01	\$16.83	\$0.55	\$925.65	\$0.01	\$16.83	\$0.01	\$16.83	\$0.01	\$16.83
2	40600962	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	24.0	SQ YD	\$5.00	\$120.00	\$15.00	\$360.00	\$2.75	\$66.00	\$61.00	\$1,464.00	\$30.00	\$720.00	\$1.00	\$24.00	\$5.00	\$120.00
3	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-5.5 MIX "D", N50	330.0	TON	\$87.00	\$28,710.00	\$100.00	\$33,000.00	\$83.00	\$27,390.00	\$135.00	\$44,550.00	\$116.00	\$38,280.00	\$111.00	\$36,630.00	\$88.00	\$29,040.00
4	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	3,526.0	SQ YD	\$5.00	\$17,630.00	\$3.50	\$12,341.00	\$2.35	\$8,286.10	\$5.70	\$20,098.20	\$2.75	\$9,696.50	\$3.60	\$12,693.60	\$3.15	\$11,106.00
5	44201717	CLASS D PATCHES, TYPE II, 6 INCH	85.0	SQ YD	\$70.00	\$5,950.00	\$32.00	\$2,720.00	\$50.00	\$4,250.00	\$67.30	\$5,720.50	\$30.00	\$2,550.00	\$40.00	\$3,400.00	\$77.20	\$6,562.00
6	44201721	CLASS D PATCHES, TYPE II, 6 INCH	85.0	SQ YD	\$70.00	\$5,950.00	\$32.00	\$2,720.00	\$50.00	\$4,250.00	\$61.90	\$5,261.50	\$30.00	\$2,550.00	\$40.00	\$3,400.00	\$70.50	\$5,992.50
7	LC400162	LEVELING BINDER (MACHINE METHOD) N50	157.0	TON	\$87.00	\$13,659.00	\$105.00	\$16,485.00	\$107.00	\$16,799.00	\$106.20	\$16,673.40	\$125.00	\$19,625.00	\$111.00	\$17,427.00	\$88.00	\$13,816.00
8	XT7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	1.0	L SUM	\$10,000.00	\$10,000.00	\$9,357.17	\$9,357.17	\$17,589.07	\$17,589.07	\$2,762.75	\$2,762.75	\$8,000.00	\$8,000.00	\$16,000.00	\$16,000.00	\$3,678.00	\$3,678.00
Bid Total						\$83,702.00		\$77,000.00		\$78,647.00		\$97,456.00		\$81,438.33		\$88,591.43		\$70,332.23

Figure 6: Summary of Bids Report

Lowest Bid Report

Function: To provide the pay items list, quantity, unit price, and total price quoted by the lowest bid. This table is included within the contract with the winning contractor.


						
Schedule of Prices						
Project: 14th Street Resurfacing						
Section: 17-00260-02-RS						
Description: Mill and Resurface						
CPMS Pin: B-01002B						
Let Date: 2/8/2022						
Bid Submitted By: Peter Baker & Son Company						
Item No.	Pay Code	Description	Quantity	Unit	Unit Price	Total Price
1	20101000	TEMPORARY FENCE	500.0	FOOT	\$5.00	\$2,500.00
2	20200100	EARTH EXCAVATION	188.0	CU YD	\$50.00	\$9,400.00
3	21101615	TOPSOIL FURNISH AND PLACE, 4"	1,164.0	SQ YD	\$7.00	\$8,148.00
4	25000400	NITROGEN FERTILIZER NUTRIENT	17.0	POUND	\$1.00	\$17.00
5	25000600	POTASSIUM FERTILIZER NUTRIENT	17.0	POUND	\$1.00	\$17.00
6	25200110	SODDING, SALT TOLERANT	1,164.0	SQ YD	\$8.50	\$9,894.00
7	25200200	SUPPLEMENTAL WATERING	3.0	UNIT	\$1.00	\$3.00
8	28000510	INLET FILTERS	23.0	EACH	\$200.00	\$4,600.00
9	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	427.0	SQ YD	\$23.00	\$9,821.00
10	35101400	AGGREGATE BASE COURSE, TYPE B	220.0	TON	\$18.00	\$3,960.00
11	35800100	PREPARATION OF BASE	685.0	SQ YD	\$5.10	\$3,493.50
12	40600290	BITUMINOUS MATERIALS (TACK COAT)	6,340.0	POUND	\$0.01	\$63.40
13	40600370	LONGITUDINAL JOINT SEALANT	5,682.0	FOOT	\$2.00	\$11,364.00
14	40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	10.0	TON	\$250.00	\$2,500.00
15	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	174.0	SQ YD	\$5.60	\$974.40
16	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	1,184.0	TON	\$64.45	\$76,308.80
17	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	790.0	TON	\$74.45	\$58,815.50
					Total Bid	\$201,879.60

Figure 7: Lowest Bid Report

Engineer's Estimate Report

Function: To provide the pay items list, quantity, unit price, and total price estimated by the engineer.


						
Schedule of Prices						
Project: 14th Street Resurfacing						
Section: 17-00260-02-RS						
Description: Mill and Resurface						
CPMS Pin: B-01002B						
Let Date: 2/8/2022						
Bid Submitted By: Engineer Estimate						
Item No.	Pay Code	Description	Quantity	Unit	Unit Price	Total Price
1	20101000	TEMPORARY FENCE	500.0	FOOT	\$5.00	\$2,500.00
2	20200100	EARTH EXCAVATION	188.0	CU YD	\$50.00	\$9,400.00
3	21101615	TOPSOIL FURNISH AND PLACE, 4"	1,164.0	SQ YD	\$7.00	\$8,148.00
4	25000400	NITROGEN FERTILIZER NUTRIENT	17.0	POUND	\$1.00	\$17.00
5	25000600	POTASSIUM FERTILIZER NUTRIENT	17.0	POUND	\$1.00	\$17.00
6	25200110	SODDING, SALT TOLERANT	1,164.0	SQ YD	\$8.50	\$9,894.00
7	25200200	SUPPLEMENTAL WATERING	3.0	UNIT	\$1.00	\$3.00
8	28000510	INLET FILTERS	23.0	EACH	\$200.00	\$4,600.00
9	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	427.0	SQ YD	\$23.00	\$9,821.00
10	35101400	AGGREGATE BASE COURSE, TYPE B	220.0	TON	\$18.00	\$3,960.00
11	35800100	PREPARATION OF BASE	685.0	SQ YD	\$5.10	\$3,493.50
12	40600290	BITUMINOUS MATERIALS (TACK COAT)	6,340.0	POUND	\$0.01	\$63.40
13	40600370	LONGITUDINAL JOINT SEALANT	5,682.0	FOOT	\$2.00	\$11,364.00
14	40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS	10.0	TON	\$250.00	\$2,500.00
15	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	174.0	SQ YD	\$5.60	\$974.40
16	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	1,184.0	TON	\$64.45	\$76,308.80
17	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	790.0	TON	\$74.45	\$58,815.50
					Total Bid	\$201,879.60

Figure 8: Engineer Estimate Report

Implementation Schedule

Figure 9 shows the tasks and estimated timeline for implementation of the Lake County Letting system. Items highlighted in green represent tasks that EcoInteractive is responsible for. Items highlighted in blue represent tasks that Lake County would need to complete.

Weeks following project implementation start date	August		September				October				November				December				January				February				March			
	3	4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Implementation and Configuration of Project Tracking and Workflow Module																														
Project Kickoff meeting																														
Infrastructure Set-up																														
Contract Preparation Workflow Implementation																														
Contract Bid Entry Implementation																														
Report Implementation																														
User Testing																														
Go-Live																														
Go-Live Prep																														
Go-Live																														
Staff Training																														

Figure 9: Implementation Schedule

Payment Schedule

The subscription fees outlined below are in addition to the current contract in place. Subscription fees are paid monthly beginning from the Start Date, payable in arrears. Implementation cost was waived for Lake County's Letting system implementation.

Annual SaaS Subscription				
Year 1 (4 months)	Year 2	Year 3 (Optional)	Year 4 (Optional)	Year 5 (Optional)
\$5,000	\$15,300	\$15,600	\$15,924	\$16,236


**CONTRACT ADDENDUM
SAAS SERVICES ORDER FORM**

Customer: Lake County	Contact: Yvette Albarran, Lake County Purchasing Agent
Address: 18 North County Street	Phone: 847-377-2180
Waukegan, IL 60085	E-Mail: Purchasing@lakecountyil.gov
Services: ProjectTracker SaaS Solution – eProcurement Sourcing Module ((the “Service(s)”).	
<p>Additional Services Fees: The subscription fees outlined below are in addition to the current contract in place. Subscription fees are annually from the Start Date, subject to the terms of Agreement #21118 herein and the pricing schedule below:</p> <p><u>Year 1-2 eProcurement Sourcing Module Add-On Subscription Pricing</u></p> <p>Year 1 (12/17/24 – 12/16/25): \$24,600 (including \$4,600 in implementation fees and \$20,000 in SaaS cost)</p> <p>Year 2 (12/17/25 – 12/16/26): \$21,000</p>	<p>Initial eProcurement Sourcing Module Service Term: 2 years starting December 17, 2024 (the “Start Date”) and ending December 16th 2026 (the “End Date”).</p>
<p>Service Capacity: As part of the ongoing subscription access to ProjectTracker SaaS solution outlined in the current contract, this addendum will include additional access to the eProcurement Sourcing module. Exhibit A outlines additional details and scope related to this module.</p>	

SAAS SERVICES AGREEMENT

This SaaS (Software as a Service) Subscription Agreement (“Agreement”) is entered into on this 17th day of December, 2024 (the “Effective Date”) between EcoInteractive LLC with a place of business at 548 Market St, #19734; San Francisco, CA 94104-5401 (“Company”), and the Customer listed above (“Customer”). This Agreement is an addendum to the current executed contract and is subject to the same Terms and Conditions.

EcoInteractive LLC

By: 
Date: 10/24/2024

Name: Jessie Yu

Title: CEO

Lake County:

By: _____
Date: 11/12/2024

Name: Yvette Albarran

Title: Lake County Purchasing Agent

EXHIBIT A

Background

Lake County DOT's current process for bidding does not meet the core objectives of the department. Specifically, the current process and systems do not support online bidding by vendors or sealing (lock-boxing) of vendor bid responses. In addition, the process is highly manual for vendors in preparing and submitting responses.

EcoInteractive is proposing our eProcurement Sourcing module offered as part of the ProjectTracker SaaS product, which Lake County already utilizes to manage their Capital Improvement Program.

Technical Scope

The eProcurement Sourcing module will allow Lake County to accomplish the following tasks:

- Login portal for LCDOT staff and engineers
- Development of online Bid Solicitations (3 super users)
 - Specification of key dates such as bid closing time and Q&A acceptance deadline
 - Enable online Q&A
 - Establish bonding requirements
 - Provide information on pre-bidding events (e.g., site walks)
 - Develop vendor response requirements
 - Attach bid-related documents such as bid item worksheets, terms & conditions, etc.
 - Auto-matching of vendors for notification of bid opportunity
- Approval and public posting of online Bid Solicitations
- Automated notifications to vendors of Bid Solicitation opportunities
- Online development and submission of responses (bids) including loading of attachments by vendors
- Electronic lock-boxing of vendor responses (bids) until opened by an authorized user (after the bid closing time)
- Export of vendor responses and related attachments
- Posting of bid awards (if needed by LCDOT) for public transparency

Pro Forma Workflow

Based on our discussions and demonstrations with LCDOT, we believe the following workflow represents how the online Sourcing module will be adopted within the overall ProjectTracker solution provided by EcoInteractive from a workflow perspective and we could eventually investigate integrations if deemed advantageous.

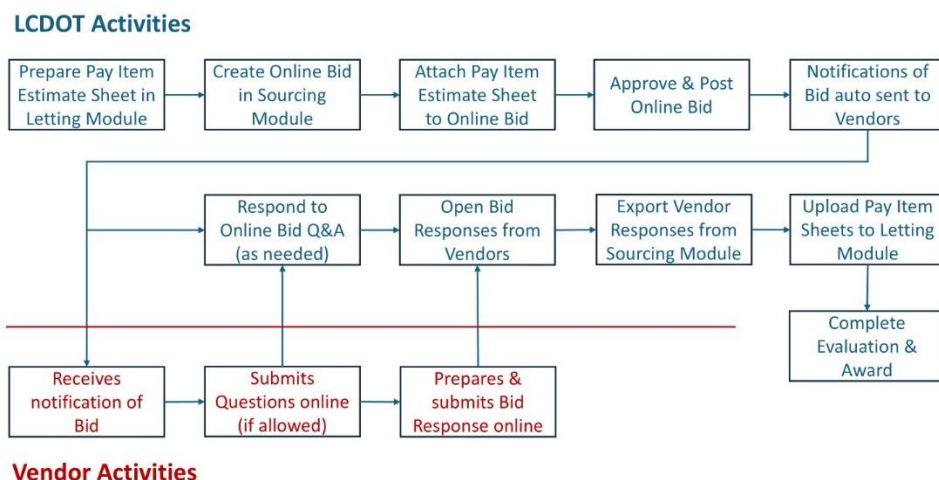


Figure 1: High Level Workflow

Standard Reports

The eProcurement Sourcing module provides a set of standard reports that can be utilized by LCDOT to gain insight into the Bid Solicitation process and monitor core performance metrics. Below, we have provided a listing of the current reports (available in xx format for download). In addition, the reporting module provides a Business Intelligence tool that may be utilized to develop ad hoc reports in other areas.

Number of Invitations per Project Manager	Number of Invitations per Supplier	Number of Invitations per Supplier/Project Manager
Number of Invitations per Project	Bid Duration in Business Days	Award Variations
Supplier Bid Status	Supplier Activity by Solicitation	Vendor Invitations and Bids
Bid Performance	Guided Report - Solicitations	Guided Report - Bids
Guided Report - Items	Central Bid Report - Over \$100,000	Central Bid Report - Under \$100,000
Refused Suppliers	Solicitation Document Report	Top Ranking Vendors by Performance Program
Vendors under Infraction	Vendor Scorecard by Performance Program	Vendors with Vendor Score
Vendor Performance Historical Trend	Vendor Scores by Client	Contracts Evaluated by Evaluator
VPM Activity Report	Vendor Scorecard by Performance Program Type	Vendor Scores by KPI
Rotation Pool Tracking Report	Supplier Rotation Pool Tracking Report	Supplier Activity by Solicitation
Solicitation Document Report	Bid Breakdown Report (Item Based Solicitation)	Solicitation Tender Report

Figure 2: Standard Reports Listing

Data Export

After vendor responses have been opened (by an authorized user), LCDOT personnel may easily export all vendor responses (bids) including attachments. These results are compiled in a .zip file that can be saved locally and used to load individual vendor bids (pricing information for Bid Pay item in an MS Excel attachment) into the letting module for further analysis and award. As shown below, the file is structured by vendor with individual results (e.g., answers to questions, attachments, etc.) within each vendor's folder.

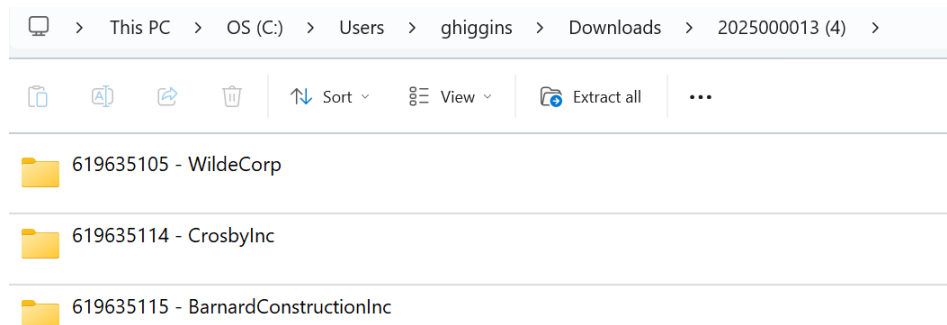


Figure 3: Vendor Submission Export File Structure

Implementation Services

Our prescriptive implementation approach ensures that every phase is precisely outlined and communicated to LCDOT. Beginning with our initial discovery with LCDOT's team and continuing through to the final delivery, our dedicated team will be readily available to provide you with specialized guidance and support. To ensure the success of this project, we have designed our implementation process to progress systematically through four distinct stages, tailored specifically for public sector customers --Discovery, Configure & Refine, Solution Completion, Go Live!. Within each of these stages, we have multiple activities, including comprehensive training sessions designed for LCDOT administrators and users, ensuring a successful implementation journey, as illustrated in the figure below.

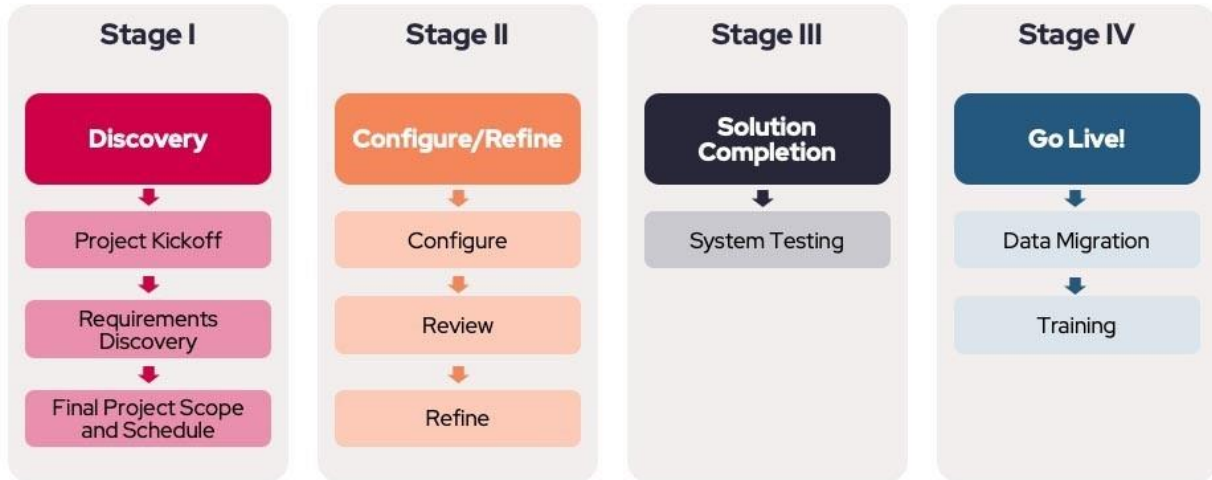


Figure 4: Four Stages of Implementation

Each stage of our implementation framework is further defined in the table below including detailed descriptions of the underlying activities within each phase.

STAGE 1: Discovery	
Activity 1: Project Kickoff	Agenda-guided kickoff meeting is attended by our project manager, business analysts, and the County's project manager and implementation team.
Activity 2: Requirements Discovery	Our analysts guide LCDOT through a structured process to understand LCDOT's needs and requirements for in-scope solution components including: <ol style="list-style-type: none">1. Vendor registration/management processes and related data collection;2. Bid Solicitation development/posting and related addenda;3. Vendor response data extraction, evaluation and award.
Activity 3: Re-Planning & Schedule Revision	While the contract or SOW will guide us, we have found that mutual understanding and commitment to the project scope, responsibilities, resourcing, and schedule(s) are essential to project success. As such, we work closely with LCDOT's team to meet these objectives and suggest planning or project schedule revisions as appropriate (to be agreed upon by the collective project team).

Intended Stage I Outcomes: Thorough understanding of LCDOT's needs and requirements; interim issues/risk assessment; revised project schedule (as necessary); strong working relationship between LCDOT and Eco's implementation teams.

STAGE 2: Configure & Refine	
Activity 1: Configuration	We use the information finalized in Stage 1 as a map to configure LCDOT's solution components, including report development. To the extent that integrations are within the project scope, API access, and other technical configurations would also be performed in this step (guided by the scope of work, approach, etc.).
Activity 2: Review	Our team guides LCDOT through the configured system allowing users to explore the configured components in the solution. Typically, these reviews are organized based on a particular component (e.g., Solicitation Management) or a full end-to-end process.
Activity 3: Refinement	<p>We refine the configured components based on customer feedback from the review. Deliverables include:</p> <ul style="list-style-type: none"> • Follow-up meeting agendas, meeting minutes, and action plans • Response to customer feedback for the configured environment, reports, integration points, etc. • Review of the standard available reports and the ad-hoc reporting options • Regular integration progress updates, including any challenges with system communications

Intended Stage II Outcomes: A fully configured environment for system testing; interim issue/risk assessment; high levels of end-user enthusiasm for a new solution; high levels of implementation team commitment.

STAGE 3: Solution Completion	
Activity 1: System Testing	We will guide LCDOT in developing a test plan that includes the scope, schedule, and baseline test scenarios to execute user and system integration testing of the solution's components. We will also provide guidance and examples of test protocols and evaluation forms. Once approved, our implementation team will support LCDOT's testing team as the plan is executed and address testing results/remediation issues as needed.

Intended Stage III Outcomes: System testing schedule, testing results, documented list of testing issues.

STAGE 4: Go Live	
Activity 1: User Training	Our team trains according to the training options and user groups selected by LCDOT during Discovery. Normally, the program entails end-user and administrator training. The training scope, approach, and schedule will be determined by the contract/SOW and planning conducted in Stage 1 of the project.

Intended Stage IV Outcomes: User training completed; Go Live readiness assessed with no high-level risks.

We have found the implementation approach and phases/steps outlined above to be effective in delivering customer projects on time, on budget, and with a high level of quality. In combination, our implementation approach and project resourcing are a significant differentiator between us and many of our competitors because

we plan, resource, and fully support our customers throughout the implementation process (and over the full duration of the contract).

Post-implementation support will be provided by our Customer Support team. Our teams work in conjunction with one another to ensure a successful Go Live and provide a seamless transition to our customer support and care teams.

We shall provide the following Support Desk services to internal users and vendors:

- Various support channels to report issues: Available 24 hours a day, 7 days a week; monitored during business hours (Monday-Friday 8:00 AM – 8:00 PM Eastern Time excluding company holidays).
- Ability to contact call center to report technical and functional issues during business hours.
- An easily accessible frequently asked question list and a technical and functional team available during business hours.
- Ability to access online functional help tools such as quick reference guides and online video tutorials.

There are no additional costs for customer support. These costs are embedded in our annual SaaS fees.

Implementation Schedule

Figure 5 shows the tasks and estimated schedule for implementation of the eProcurement Sourcing module.

	Week 1	Week 2	Week 3	Week 4
Stage 1: Discovery				
Activity 1: Project Kick off				
Activity 2: Requirements Discovery				
Activity 3: Re-planning & Schedule Revision				
Stage 2: Configure and Refine				
Activity 1: Configuration				
Activity 2: Review				
Activity 3: Refinement				
Stage 3: Solution Completion				
Activity 1: System Testing				
Stage 4: Go-Live & Support				
Activity 1: Training				

Figure 5: Implementation Schedule

SaaS Security Standards

EcoInteractive's stable and proven eProcurement SaaS/cloud hosting model ensures high standards of security, high availability, scalability, and high-level performance. Our solution has been designed to meet the technology and security requirements of public sector agencies and the following details illustrate how we have achieved this.

1. Security Policies: Our information security policies are based on the best industry standards, NIST 800-53, ISO-27001, PCI-DSS, SSAE18.
2. SOC Compliance: eProcurement cloud SaaS solution is SOC 2 Type II compliant and audited annually. Please find attached.
3. Encryption: Within the solution, sensitive data is stored encrypted at the data field level. In transit, user data is protected using Cryptographic Hash Functions, Symmetric and Asymmetric Key Algorithms meeting NIST SP-131A requirements.
4. Hosting with AWS: The eProcurement module is a hosted solution that ensures all data remains within the United States. As a specialized procurement provider, EcoInteractive relies on AWS for cloud hosting customer data, allowing us to focus on delivering effective procurement solutions. Hosting with AWS allows us to implement a well-architected framework with recommended best practices for security,

implementation, backup, recovery, etc. It also allows for future Rapid Release capabilities with cloud-based industry standards 'Infrastructure as code' and build/development.

5. Authorization and Authentication: The solution is designed with a full Role Based Access Control (RBAC) feature. Through the RBAC, roles and privileges can be configured based on customer-specific needs. These roles can be assigned to individual users or groups of users. The proper controls are in place to authenticate the identity of users and to validate each user's authorization before allowing the user to access information or functionality in the system. Data used for authentication is protected from unauthorized access.

The authentication system used within the solution is highly secure, and user passwords are encrypted in the database using a hash function, making them unreadable. The solution supports configurable user authentication and security options, including integration with systems and protocols such as SAML 2.0 for single sign-on (SSO). SAML 2.0 is supported by the Azure SSO solution and Active Directory with Microsoft Active Directory Federation Services (ADFS) 3.0.

6. Multi-tenant: The solution is a multi-tenant SaaS solution in which multiple single instances of software run on a single physical server. The server then serves multiple tenants. Data is logically separated via access control lists (ACLs).