

**AGREEMENT #15162 FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County ("County") and 3M Company ("Consultant"), 3M Center, Bldg. 225-4N-14, St. Paul, MN 55144

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide services for a Sign Inventory and Management System for the Lake County Division of Transportation as noted in the Consultant's Request for Proposal dated July 30, 2015, ("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. General Terms and Conditions identified in RFP 15162 Sign Inventory and Management System
- C. Consultant's proposal and all exhibits thereto, including statement of work, dated July 30, 2015 and noted as Exhibit A
- D. Consultant's Best and Final Offer, dated November 18, 2015 and noted as Exhibit B
- E. 3M Software License Agreement as Exhibit C

SECTION 2. SCOPE OF WORK

The solution should be capable of tracking sign materials to fabricate signs as well as house an inventory of all signs on Lake County Division of Transportation (LCDOT) highways and LCDOT signs found elsewhere in the County.

The system should be capable of tracking fabrication materials, alert users when inventories reach a predetermined level, and be capable of creating an invoice for signs fabricated for outside agencies. Signs created for use by LCDOT would be identified in the inventory during the fabrication process.

The system should be capable of allowing field personnel to create a sign layout and associated work order that is then sent to fabrication identifying the signs to be created. Signs would then be assigned to a sign truck that will have a crew install the signs. Installers would be capable of adding additional attributes to the sign inventory system during the installation not limited to location, GPS coordinates, and a photo.

The system would allow users to create various queries of the data in order to see as a list and graphically the locations of certain signs and sign types. The system will also be capable of creating reports of various sign attributes including number of signs on the system based on sign type and age of the signs.

1.1 Data. Notwithstanding any other provision herein, Lake County acknowledges and agrees that 3M's sign inventory and management software, including but not limited to the FAST tools and all modifications and derivative works thereof ("3M Software"), regardless of authorship, are the property of 3M and its licensors. During the term of this Agreement, 3M grants Lake County a limited right and license to access and use the 3M Software solely through a supported web browser, and only for its own internal business purposes relating to the inventory and management of signage as required in the RFP. This license pertains to the 3M Software in object code form only. Lake County has no right or license to access or use the 3M Software in source code form, and shall not reverse engineer, decompile, disassemble or otherwise attempt to gain access to the 3M Software. All rights to the 3M Software not expressly granted to Lake County are reserved to 3M. County will retain ownership of all County Data. 3M will not reproduce, copy, duplicate, disclose, or in any way treat County Data in any manner except that contemplated by this Agreement.

Malware. 3M warrants that at the time of delivery, the 3M Software provided by 3M to Lake County under any Contract awarded pursuant to this RFP shall contain no software mechanisms, techniques or devices designed to disrupt, disable or stop its processing of data or other performance in accordance with Specifications. 3M does not warrant that the Software will be free of Malware that is introduced by third parties, the Internet, dedicated lines, other forms of communication, or other means. 3M warrants that the 3M Software shall perform the functions described in 3M's Software documentation for a period of 90 days. 3M does not warrant that the 3M software will perform uninterrupted or without error. Lake County assumes any and all risk regarding its use of the software. For more information regarding 3M's warranty, please see Sections 9 and 10 of the attached Software License Agreement.

SECTION 3. DURATION

The estimated time of completion for installation is 112 working days from the scheduled date of the official kick-off meeting. The estimate assumes a start date of March 1, 2016 to account for projected local winter weather and other variables.

SECTION 4. AGREEMENT PRICE

The County will pay Consultant a grand total amount of \$223,500:

Payment Milestone	Anticipated Payment Date	Payment Amount
Initial Data Collection	April 11, 2016	\$35,000
Midpoint of post processing data	June 15, 2016	\$60,500
Delivery of system and completion of training sessions	August 15, 2016	\$94,000
Year 2 of Annual H/M	August 3, 2017	\$8,500
Year 3 of Annual H/M	August 3, 2018	\$8,500
Year 4 of Annual H/M	August 3, 2019	\$8,500
Year 5 of Annual H/M	August 3, 2020	\$8,500

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. 3M considers its cost and related information as proprietary. 3M will agree to certain audits relating to the contract and suggests the following language be added to this paragraph: "The books and records subject to audit do not include the disclosure of the Contractor's labor costs, processes or any other proprietary information. These records and any and all copies remain the property of the Contractor. Lake County representatives who review the records will maintain strict confidentiality of these records and disclose such records only to those employees, officers and agents of Lake County who are required to review these records in connection with 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, and employees from third-party 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 resulting directly from 3M's negligent acts , which may arise or which may be alleged to have arisen out of or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the negligent conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

Neither party will, under any circumstances, be liable to the other party for incidental, special, indirect, or consequential damages, including but not limited to lost profits, business or revenue, in any way related to the services performed under this Agreement regardless of the legal theory under which such damages are sought. 3M's liability for contract damages is limited to no more than twice the total Contract Price.

SECTION 8. INSURANCE

Consultant shall maintain for the duration of this Agreement and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois, in the following types and amounts:

Workmen's Compensation Insurance covering all liability of Consultant arising under the Illinois Workmen's Compensation Act and Illinois Workmen's Occupational Disease Act; limits of liability not less than statutory requirements.

Professional Liability to include, but not be limited to, coverage for Errors and Omissions and Cyber Liability to respond to claims for loss there from:

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Comprehensive General Liability in a broad form, on an occurrence basis, to include, but not be limited to, coverage for the following where exposure exists: Premises/Operations, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Comprehensive Automobile Liability to include, Bodily Injury, Property Damage:

General Aggregate limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Miscellaneous Insurance Provisions:

To name Lake County as an additional insured by endorsement to 3M's Commercial General Liability policy in fulfilment of the this Agreement;

To provide Lake County with thirty (30) days notice, in writing, of cancellation or material change of any policies or coverage;

To agree that all of the insurance required of Consultant shall state that the coverage provided by Consultant's insurer(s) shall be primary; and

All insurance provided by Consultant shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought

All policies must be issued by insurance companies licensed to do business in Illinois and which obtain a rating from A.M. Best. The A.M. Best rating shall be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best rating is less than A VII or a Best's rating is not obtained, Lake County has the right to reject insurance written by an insurer its deems unacceptable.

To provide Lake County with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance as soon as possible prior to the expiration of cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Purchasing Division, 18 No. County St. – 9th Fl., Waukegan, IL 60085-4350.

Failure to Comply: In the event the proposer fails to obtain or maintain any insurance coverage's required under this agreement, Lake County may purchase such insurance coverage and charge the expense to Consultant.

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:

3M Company
3M Center, Bldg. 225-4N-14
St. Paul, MN 55144

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.

3M intends to utilize DC May to supplement our data collection/post processing efforts. DC May provides consulting services in the area of sign management system development, product development, project management, and visibility training. 3M understands that the use of DC May's services is subject to the County's consent and that DC May will be subject to a Subcontracting Agreement.

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

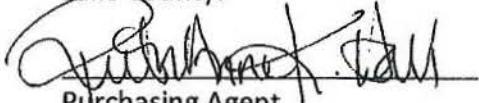
All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product 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.

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:



Purchasing Agent

Lake County

Date 3/3/16

3M Company



Daniel Moran

Lead Contract Administrator

Date 3-10-16

Power Of Attorney

By the authority granted the undersigned by the Deputy General Counsel and Secretary, the individuals listed below are appointed as 3M's, or its designated subsidiaries', true and lawful attorneys-in-fact for it, and in its name, for commercially-available products and services and government-unique products and services (except research and development services¹) for which 3M or its designated subsidiaries will be a prime contractor or subcontractor to any federal, state or municipal governmental agency in the United States, or to a federal, state or municipal prime contractor or higher tier subcontractor in the United States, to do acts specified on behalf of this Corporation.

(a) To submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, and documents related thereto, (excluding certifications, representations and warranties to comply with certain laws or regulations²), the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated.

Authority for the below individuals applies to the specific Business Unit or staff function indicated, subject to the limitations imposed by their respective General Manager/Vice President or equivalent.

● 3M Purification Towne, Richard B.	● Critical and Chronic Care Solutions Division McDonald, Michael S.	● Health Information Systems Division Black, Lisa M. Cline, Jan C. Garrison, Garri L. Graves, Terri M. Hasbrouck, Kurt D. Jennings, Gerald R. Kim, Myung H. Kirkpatrick, Geyl W. Mason, Deborah A. Mathison, John C. McDonough, James R. Mitchell, Brian D. Terrill, Ray J.	● Oral Care Division Barnard, Mathew C.
● 3M Unitek Corporation Barnard, Mathew C.	● Electronics Markets Materials Division Anderson, Kevin G. Koch, Joseph F.	● Optical Systems Division Summers, Micki A.	
● Abrasive Systems Division Canniff, Perry M.	● Food Safety Department Erdman, Michelle M. Wadie, John A.	● Personal Safety Division 3M Detection Solutions Canniff, Perry M. Wesemann, Melissa J.	
● Advanced Materials Division Atwell, Mary Davis, Scott J. Giancola, John B. Hanson, Scott R. Ingstad, Cheryl A. Lockhart, Bruce R. Magrini, Dave L. Moeller, Kent Pearson, Claudia Race, Robert J. Rushin, Sandra J. Utley, Elizabeth R.	● Electrical Markets Division Schiller, Fred K.	● Traffic Safety and Security Division Benz, John P. Christopherson, Nicole A. Flatley, Doreen A. Kester, Joseph H. Lehman, John W. Leibel, Matthew R. McMahon, Denise C. Moran, Daniel F. Morris, John N. Pointun, David A. Roeze, Arnie K. Schiralli, Ella M. Selby, Megan A.	
● Asaro Technologies LLC Canniff, Perry M.	● Government R&D Contracts Department Charles, Ruth P. Kays, Steven L. Smith, Vivien L.	● Industrial Adhesive and Tapes Division /Venture Tape Corporation Authority for the below individual(s) applies to Federal Supply Schedule contracts only: Canniff, Perry M.	
● Aerospace and Aircraft Maintenance Division Canniff, Perry M.	● GTA-NHT, Inc Canniff, Perry M.	● Infection Prevention Division McDonald, Michael S. -Health Care Service Support Haataja, Brian J.	
	● Stationery and Office Supplies Division Rihm, Diana L.		

Authority for the below individuals applies to the specific Business Unit or staff function.

● Global Channel Services Hilfer, Derrick E.	● Government Markets Kindem, Karen A. Patrick, Laurie A.	● Government Contract Compliance Bordas, Richard J. Carr, Terrance H. Horwitz, Charles M. Paraschou, Maria V. Robinette, Thomas M.
● Office of General Counsel Kuyath, Richard N.		

¹ Authority is delegated by 3M's Senior Vice President, Research and Development, and Chief Technology Officer, to GR&DC to execute proposals and contracts for government research and development services.

² Product or performance warranties are to be reviewed and accepted by any 3M individual granted authority or responsibility to do so by the applicable business unit or staff group.

(b) To make certifications, (except Country of Origin certifications), the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated, except certifications made by other attorneys-in-fact listed in paragraph (a) may be authorized in writing by one of the individuals listed in paragraph (b) after a determination by one of the individuals in paragraph (b) that such certification is valid. Unfamiliar certifications must be cleared with the Government Contract Compliance department prior to execution.

Authority for the below individuals applies to any Business Unit or staff function indicated.

● 3M Unitek Corporation Barnard, Mathew C.	● Aerospace and Aircraft Maintenance Division Canniff, Perry M.	● Government R&D Contracts Department Charles, Ruth P. Kays, Steven L. Smith, Vivien L.	● Industrial Adhesive and Tapes Division /Venture Tape Corporation <i>Authority for the below individual(s) applies to Federal Supply Schedule contracts only:</i> Canniff, Perry M.
● Abrasive Systems Division Canniff, Perry M.	● Critical and Chronic Care Solutions Division McDonald, Michael S.	● Health Information Systems Division Black, Lisa M. Cline, Jan C. Garrison, Gerri L. Graves, Terri M. Jennings, Gerald R. Kim, Myung H. Kirkpatrick, Gayl W. Mason, Deborah A. Mathison, John C. McDonough, James R. Terrill Jr, Ray J.	● Oral Care Division Barnard, Mathew C.
● Advanced Materials Division Atwell, Mary Davis, Scott J. Giancola, John B. Hanson, Scott R. Ingstad, Cheryl A. Lockhart, Bruce R. Magrini, Dave L. Moeller, Kent Pearson, Claudia Race, Robert J. Rushin, Sandra J. Utley, Elizabeth R.	● Electronics Markets Materials Division Anderson, Kevin G. Koch, Joseph F.	● Personal Safety Division 3M Detection Solutions Canniff, Perry M. Wesemann, Melissa J.	● Traffic Safety and Security Division Benz, John P. Leibel, Matthew R. Moran, Daniel F. Morris, John N. Roese, Arnie K.
● Aero Technologies LLC Canniff, Perry M.	● GTA-NHI, Inc. Canniff, Perry M.	● Infection Prevention Division McDonald, Michael S. <i>-Health Care Service Support</i> Haataja, Brian J.	

Authority for the below individuals applies to the specific Business Unit or staff function.

● Global Channel Services Hilfer, Derrick E.	● Government Markets Kindem, Karen A. Patrick, Laurie A.	● Government Contract Compliance Bordas, Richard J. Carr, Terrance H. Horwitz, Charles M. Paraschou, Maria V. Robinette, Thomas M.
● Office of General Counsel Kuyath, Richard N.		

(c) To make Country of Origin certifications, the following attorney(s)-in-fact are hereby appointed:

To make Country of Origin certifications, the following attorney(s)-in-fact are hereby appointed:

● **Trade Compliance Department**
Authority may be sub-delegated in writing:
LaMere, Pierre J.

For all appointments, authority ceases or may be subsequently modified upon the individual's change in business unit, staff group or responsibilities, or when employment is terminated. Authority may be withdrawn or modified at any time.

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M. The undersigned has signed this Power of Attorney on this

4th day of Feb, 2015.

3M Company

By Charles M. Horwitz

Charles M. Horwitz
Director, Government Contract Compliance