

**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. 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in the following order of precedence, with the Consultant's proposal supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.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
- b. Exhibit B: Scope of Work
- c. Exhibit C: Project/Implementation Schedule

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: This Agreement shall be effective upon execution and shall be in effect through the County's fiscal year end (November 30, 2022), the initial period, with the option to renew for four additional one-year periods. 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

The County will pay Consultant a one-time upfront initialization and setup fee of \$14,500 and then subscription fees with the total not to exceed fee of \$43,170.16 for deliverables provided between agreement execution and the end of the County's fiscal year (November 30, 2022). 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 22-00000-22-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 2022 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,
Lake County/ExeVision Subscription Agreement_05/25/2022

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, President

Date: _____

Exhibit A

Vendor Proposal



Provided to: Lake County Division of Transportation
Provided by: ExeVision, Inc.
Contact: Brent D. McKinley
Date: UPDATED: May 3, 2022. (Pricing Proposal)

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.

Overview

In 2018 ExeVision and Lake County began discussions for the implementation of ExeVision's *integrated Project Development* (iPDWeb™) Construction Management and Materials Management solution at Lake County. The Illinois Department of Transportation continues to use the enterprise version of iPDWeb, and the use of this same software by Lake County would likely provide an efficiency advantage when working on shared projects with IDOT.

In 2018 ExeVision was in process of creating a version of the enterprise iPDWeb software used by IDOT, in the form of a subscription-based Software-as-a-Service (SaaS) solution for use by local agencies. The SaaS offering was designed to offer smaller, local transportation agencies, essentially the same functionality as the enterprise version but at a fraction of the cost and with a much shorter implementation timeframe. The SaaS version of iPDWeb Construction and Materials management has been completed and is in production at state and county transportation agencies.

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

- The implementation fee is our standard SaaS implementation fee and includes 12 hours of user training, meetings, project management, configuration, etc.
- The subscription fee for iPDWeb SaaS application (cost per \$1000 of contract value), has increased to reflect annual, incremental price increases over the past 3.5 years.
- The subscription fee for iPDWeb SaaS application (cost per \$1000 of contract value), now reflects a full-featured, mature Materials Management and Testing subsystem

(MMS) now in production at IDOT, FHWA and other agencies. The initial promotional pricing in 2018 included the iPDWeb Construction Management Subsystem (CMS) and the Materials Management Subsystem (MMS), for the cost of CMS only.

- We have added functionality for the agency to allow contractors to see (read only) the project documentation contained in iPDWeb, including pay estimates, ledger, change orders, etc., using the iCXWeb™ contractor application.

SOLUTION

The iPDWeb application is designed to provide functionality to meet the needs of local government agencies responsible for the construction of roads, bridges, etc. Users log into the iPDWeb application with access to their agency's projects. Users with administrative rights can access options to configure many items within the solution to better meet their agency's needs. To provide the highest level of availability, stability, and business continuity, ExeVision uses Microsoft's Azure cloud services to host the iPDWeb SaaS solution.

LICENSING

The term "Software as a Service" (SaaS) is the nomenclature of cloud computing where a web-based software application is centrally hosted and maintained for use by many customers. In this case, the iPDWeb SaaS solution is licensed by local government entities and payment is made based on defined usage metrics. The agency has the ability to provide access to users both internal and external to the agency (e.g. consultants, etc.) based on user rights, roles, etc., at no additional user charge.

In addition to the iPDWeb application, the electronic field book (eFieldbook™) used for field data collection is licensed per user, per month for iPad and Android (when available) devices. Keep in mind that the eFieldbook application is only required for documenting field data when the agency chooses to use a dedicated application specifically created for field data collection, or connectivity does not exist. Laptops and tablets with connectivity can access the iPDWeb application through a web browser.

PRODUCT DELIVERABLES

Deliverable	Description
Web-accessed iPDWeb SaaS Construction Management Subsystem (CMS)	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 iPDWeb SaaS Materials Management Subsystem (MMS)	The Materials Management Subsystem (MMS) is a robust material sampling, testing, and management solution that works together with the iPDWeb Construction Management Subsystem (CMS) to increase project efficiency.
Web-accessed iCXWeb Construction View for Contractors	Using iCXWeb, contractors can view contract information from iPDWeb for contracts allowed by the agency, reducing calls by the contractors to the agency for project progress information.
eFieldbook <i>(if desired, by subscription)</i>	<p>The Electronic Field Book (eFieldBook) application is available by subscription for iPads (and shortly for Android tablets) and is used to view items and project data from the enterprise CMS application and collect field data, even when working on remote sites where direct network connections are not possible. Engineers or inspectors 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 at the project site, diary information including project inspections, and instructions to the contractor.</p> <p>ExeVision is planning to add select materials functionality to the eFieldbook including logging field samples. There is not yet a projected date for completion of this functionality.</p>

TRAINING & SUPPORT

ExeVision will include 12 hours of online, virtual training for the Agency team as a part of the implementation. Additional training is available if requested.

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

PRICING

iPDWeb Local Government	Price
Initialization/Setup	\$14,500.00
Construction Management Subsystem (CMS) Materials Management Subsystem (MMS)	\$1.38 per \$1,000.00*

eFieldbook	
Monthly Subscription: per user/month	\$30.00

iCXWeb Contractor Access	
Contract/month	\$50.00**

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

** No fee for contractor access to iCXWeb. iCXWeb usage for construction is included in the per contract fee paid by the agency.

Invoicing and payment occur monthly.

CONCLUSION

We look forward to working with Lake County Division of Transportation to successfully launch the iPDWeb SaaS solution and address your Construction and Materials Management objectives.

If you have questions on this proposal, feel free to contact me at your convenience by email at 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
801-762-6372
www.ipdsoftware.com

Exhibit B

Scope of Work

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).

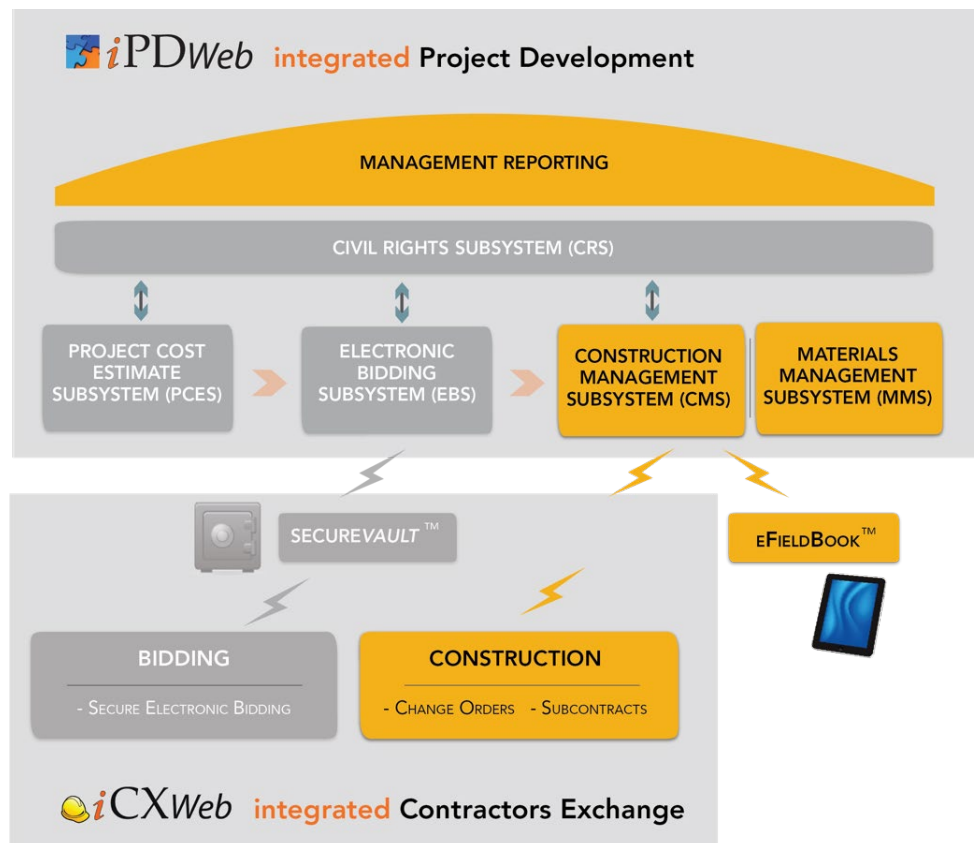


Figure 1: Lake County Services

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.

PRODUCT DELIVERABLES

Deliverable	Description
Web-accessed iPDWeb™ Construction Management Subsystem (CMS)	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 iPDWeb Materials Management Subsystem (MMS)	The Materials Management Subsystem (MMS) is a material sampling, testing and management solution that works with the iPD CMS.
Web-accessed iCXWeb™ Contract access by contractors	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.
eFieldbook™	<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 eFieldbook including logging field samples.</p>

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.

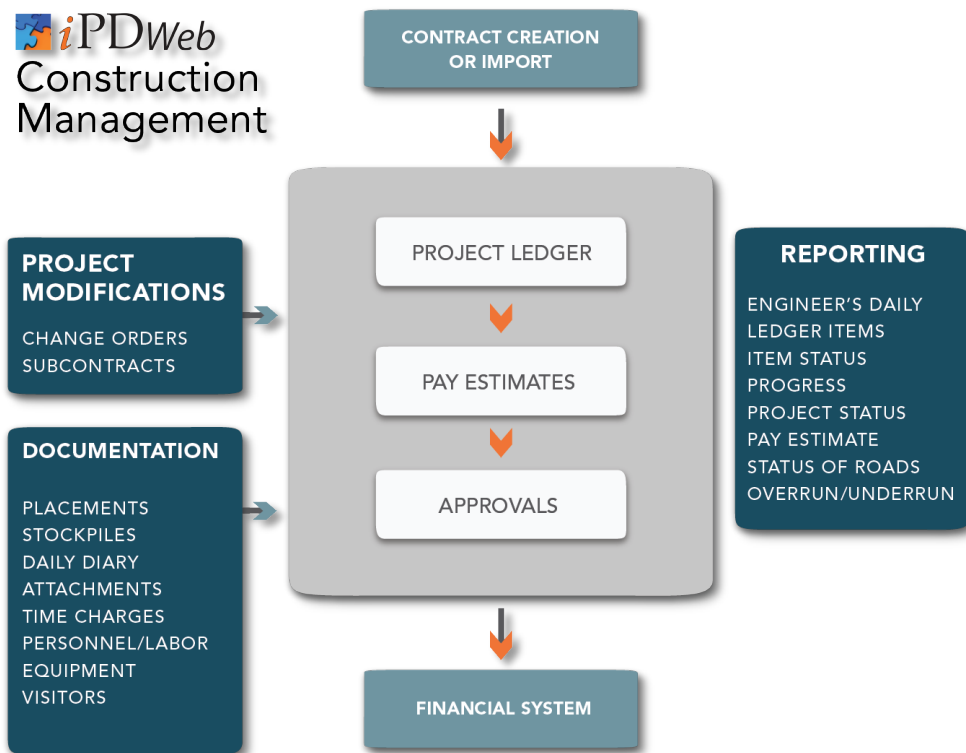


Figure 2: Construction Management Functional Overview

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.

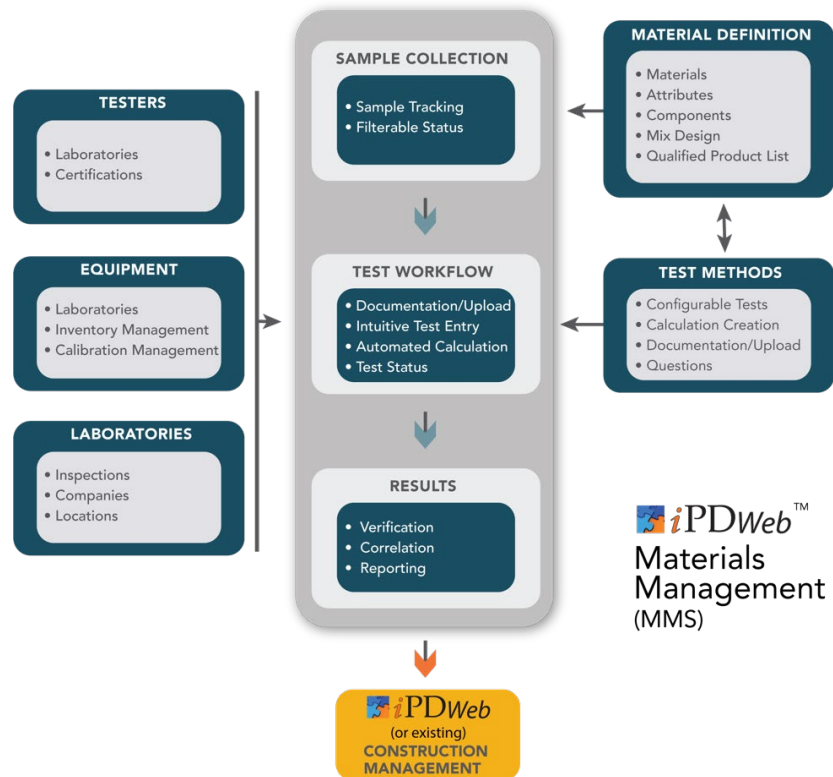


Figure 3: Materials Management Overview

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

ExeVision will provide up to 12 hours of online, virtual training for the County users and administrators as a part of the implementation. Additional training is available if requested, for an additional fee.

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

Exhibit C

Project/Implementation Plan & Schedule

IMPLEMENTATION SCHEDULE

ExeVision, Inc.

Construction & Materials Management



IMPLEMENTATION

As a web-based, cloud-hosted SaaS application, the iPDWeb CMS/MMS application does not have an “installation” process as is typical with custom software implementations. The primary work of the implementation is to capture the configuration options (e.g., security roles) and the configurable data requirements (e.g., users, pay items, units of measure, etc.). Once those are captured and loaded into the Lake County environment, users can access and begin using the system. In some cases, customers have wanted to have a dry run in a non-production environment or conduct a “soft launch”, meaning that the system goes live with a few test projects. As the confidence in the system increases, projects are added. Soft launch activities including a non-production environment for test contracts prior to production environment launch, are included in the implementation fees.

A typical implementation of the SaaS solution is completed in 1-2 months depending on the testing and configuration process desired by the customer.

Project Kickoff

- Description: The Project Kickoff will be a 2–3-hour meeting to discuss the implementation plan, timeline, and begin the implementation process. The kickoff meeting will include:
 - Introduction of project personnel from ExeVision and Lake County
 - Overview of solution
 - Review of the implementation process and schedule
 - Creation of action items to begin the implementation
- Estimated ExeVision Hours: 2-3 hours
- County Resource Requirements: Implementation Team and Users should attend

Initial Configuration of Software

- Description: The ExeVision and Lake County teams will review the configuration options, including security
- Estimated ExeVision Hours:
 - Project Manager: 2-3 days
 - Developers: 2-3 days
- County Resources: Those people who can provide information about the County’s application preferences. This usually includes at least one subject matter expert (SME) on the business side and an IT person.

Database Import and Debugging

- Description: The database import will consist of the configurable data (items, units of measure, employees, security roles, etc.) used by the application. A list of the data to be imported will be provided and explained by ExeVision. A series of 2-3 meetings will occur to provide feedback, answer questions, and provide data between both parties. Following the meetings, ExeVision will load the configurable data into the application. The outcome will be the inclusion of the County's configurable data in the iPDWeb application.
- Estimated ExeVision Hours:
 - Project Manager: 1-2 weeks
 - Developers: 1-2 weeks
- County Resources: Those people who can provide information about the County's configurable data preferences. This usually includes at least one SME on the business side and an IT person

Software Test Launch & End User Acceptance Testing

- Description: ExeVision provides a non-production environment where initial software configuration and configurable data can be used and tested. In this environment, County's users can run tests in a similarly configured non-production environment to verify that the configurations are correct, and the data has been properly loaded.
- Estimate ExeVision Hours:
 - Project Manager: 1-2 weeks
 - Developers: 1-2 weeks
- County Resources: Users that can verify that the configuration and data are correct.

Training In Use of Software

- Description: The training session for the construction and materials portions of the iPD application will take 8 hours. Administration training will take an additional 4 hours (12 hours total).
- Estimate ExeVision Hours:
 - Project Manager: 2 days
 - Developers: 0 days
- County Resources: Day1: Application Administrators. Day 2: All iPDWeb application users.

Go Live Cutover

- Description: The configurations and data load are moved into the production environment, and the system is made available to the users.
- Estimate ExeVision Hours:
 - Project Manager: 1 day
 - Developers: 2-3 days

- County Resources: Users may go into the production application as a “smoke-test”, but no participation is required.