



August 2, 2023

Mr. Mike Brofka
Assistant Director - DPW Administrative Office
City of West Allis
6300 W. McGeoch Avenue
West Allis, WI 53219

**RE: Proposal for Lead Service Line GIS Solution and Storymap
City of West Allis, Wisconsin | Department of Public Works
Mead & Hunt Proposal No. M4666680-222882.01**

Dear Mr. Brofka,

Mead & Hunt, Inc. (Mead & Hunt) appreciates the opportunity to provide continuing geographic information system (GIS) support and technical services to the City of West Allis, Wisconsin (West Allis) Department of Public Works (DPW) for the development of a public-facing GIS solution to support improvements to the Lead Service Line Replacement Program.

| PROJECT UNDERSTANDING/BACKGROUND

This proposal offers a continuation of GIS support and technical services to West Allis. We look forward to assisting West Allis' DPW in achieving its GIS system goals.

| SCOPE OF WORK FOR GIS SERVICES

Mead & Hunt's GIS services may include:

- GIS server administration and upgrades
- GIS system application updates (e.g., HUB, ArcGIS Online, Portal)
- Geodatabase enhancements and layer development
- Utility system data management and enhancements
- Mobile GIS application implementation and configuration
- Dashboard development
- Storymap development
- Survey 123 configuration
- Rest services configuration
- Script updates/model development
- Staff training
- Technical support and troubleshooting

For additional information on the Scope of Work and Estimated Costs, see Attachment A. The Assumptions and Exclusions inherent in Mead & Hunt's proposed GIS services are included in Attachment B.

Mead & Hunt will work collaboratively with West Allis to establish future GIS priorities and define task-specific levels of effort as GIS support services are identified and executed.

| COMPENSATION

Mead & Hunt will complete the above-described Scope of Work on a time and materials basis not to exceed \$14,500, without additional written authorization from West Allis. These estimated fees are not a minimum level of service and will not be billed if support is not requested.

The costs in this proposal exclude any sales and use tax, goods and services tax, gross receipts tax, value-added tax, or similar taxes. Upon award of the contract, and prior to work starting, Mead & Hunt requires that West Allis provide either a signed tax exemption certificate, or the applicable sales tax rate, for the project. The final cost of the project will increase to include the cost of all applicable taxes if exemptions do not apply.

| TERMS AND CONDITIONS


The Scope of Work and Compensation stated in this proposal are valid for a period of 30 days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

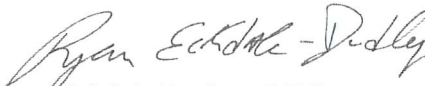
Signatures of authorized representatives of West Allis and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Work. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* for Wisconsin, which is attached hereto and made part of this Agreement.

We appreciate the opportunity to offer our continued GIS services. We welcome any questions regarding this proposal and look forward to our continued collaboration with you.

Sincerely,

MEAD & HUNT, INC.

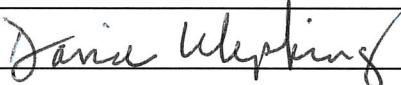

Kyle Engelking
Project Manager


Ryan Eckdale-Dudley, GISP
GIS Group Leader

MEAD & HUNT PROPOSAL NO. M4666680-222882.01

LEAD SERVICE LINE GIS SOLUTION AND STORYMAP ACCEPTED BY:

CLIENT: City of West Allis

SIGNATURE: 

TITLE: Director of Public Works

DATE: 9/21/23

Mead & Hunt. considers the project approach, design, pricing, data, and other business considerations contained in this proposal to be proprietary and confidential business information to be used solely for the purpose of evaluating the proposal. This document and the information contained herein shall not be used for any purpose other than as stated above and shall not be used, duplicated, or disclosed to any other party without Mead & Hunt's prior written consent.

Attachment A

Scope of Work
and
Estimated Costs

SCOPE OF WORK AND ESTIMATED COSTS

| SCOPE OF WORK – WEST ALLIS, WISCONSIN (WEST ALLIS) PUBLIC WORKS DEPARTMENT – LEAD SERVICE LINE REPLACEMENT GIS SOLUTION AND STORYMAP

Task 1 | What's My Service Line Material Web GIS Application

- Mead & Hunt will design and configure a public-facing GIS application on the City's ArcGIS Online (AGOL) account with the following minimal functionality.
- Map-centric application, enabling users to obtain address-level information on verified or assumed service line materials.
- Service line material will be provided based on West Allis GIS records.
- Searchable via address and other attributes available.
- Integration with the self-reporting tool.
- Application will be consistent with West Allis branding (to the extent possible).

Task 2 | Service Line Material Self-Reporting Tool

Mead & Hunt will design and configure a Service Line Material Self-Reporting Tool on West Allis' AGOL account leveraging Survey 123 and Microsoft Power Automate. This task will include the following items:

- Configure Survey 123 form for simple online collection of customer service line material reporting
- Self-reporting submittal will generate an automatic email with submittal information. This process will be configured using Microsoft Power Automate.
- Self-reporting will capture submittal details (information, photos, and location) and will be stored as a separate GIS layer hosted on West Allis' AGOL.
- A form will be designed with input from West Allis staff. It will essentially allow customers to indicate what type of service line material they believe they have, upload photo documentation, and provide contact information for follow-up.
- GIS layer will not be directly tied to the existing Service Line GIS layer.

Task 3 | Lead Service Line Replacement Program StoryMap

Mead & Hunt will design and build an interactive and informative StoryMap for West Allis that will function as the West Allis' resource for providing Lead Service Line Replacement Inventory information to the public. Based on discussions with West Allis staff, it is anticipated that StoryMap content will be created in collaboration with the West Allis staff and subconsultants. It is expected that the following components will be integrated into the StoryMap:

- What's My Service Line Material GIS application.
- Service line self-reporting tool.

Attachment A

SCOPE OF WORK AND ESTIMATED COSTS

- Lead service line program information.
- Links or embedded content.
- Replacement progress dashboard.
- Contact and scheduling.

| ESTIMATED COST

West Allis Lead Service Line Replacement GIS Solutions Estimated Cost

Task	Description	Fee
1	What's My Service Line Material GIS Application	\$4,500
2	Service Line Self-Reporting Tool	\$3,500
3	Lead Service Line Replacement Program StoryMap	\$6,500
Total Estimated Cost [Time and Material Not to Exceed (Tasks 1-3)]		\$14,500

Attachment B

Assumptions
and
Exclusions

| ASSUMPTIONS

In the development of our proposed scope of services, level of effort, and schedule, Mead & Hunt has made the following assumptions:

- Geodatabase model will be provided as an Esri file geodatabase.
- The proposed GIS services are specific to the creation of an Environmental Systems Research Institute (Esri)-based ArcGIS Online (AGOL) GIS system.
- The City of West Allis, Wisconsin (West Allis) is responsible for purchasing and maintaining an AGOL subscription. Mead & Hunt will assist in this effort.
- West Allis will be responsible for populating asset attributes in the GIS.
- West Allis will complete any needed GPS or geographic corrections.
- West Allis will be responsible for performing any asset inventory and populating asset attributes in the GIS that were not identified on the existing GIS provided by West Allis.
- West Allis will provide existing forms for guidance on what information needs to be collected for water and sanitary sewer workflows.
- If West Allis requires desktop mapping capabilities, it will be responsible for purchasing a desktop license of ArcGIS.
- If subsequent review of asset information identifies additional effort is required to complete items not included in this Scope of Work, Mead & Hunt will provide West Allis with a written estimated level of effort to complete prior to execution.

| EXCLUSIONS

The following exclusions apply to this proposal and are not included in the project cost:

- No GPS or geographic corrections will be made by Mead & Hunt. We anticipate West Allis will conduct any needed corrections.

Attachment C

General Terms and Conditions
for Engineering, Architectural,
or Consulting Services

Mead & Hunt, Inc.
**General Terms and Conditions (“General Terms”) for Engineering,
Architectural, or Consulting Services**
Wisconsin

1. Client (hereinafter “Client”) and Mead & Hunt, Inc. hereby mutually agree to the terms and conditions contracted in this Agreement for Engineering, Architectural or Consulting Services, including these General Terms and Conditions for Engineering, Architectural, or Consulting Services, and any and all documents incorporated by reference into this Agreement (together, this “Agreement”). This Agreement constitutes this Agreement between Client and Mead & Hunt, Inc. as pursuant to which Services are to be performed by Mead & Hunt, Inc. Receipt by Client of the executed Agreement shall be considered written authorization for Mead & Hunt, Inc. to proceed. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in this Agreement.
2. Mead & Hunt, Inc. will bill Client monthly, according to the payment method set forth in this Agreement, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days’ written notice, suspend the Services under this Agreement until Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in this Agreement does not include any applicable state and local sales or use taxes or gross receipts taxes; such taxes shall be the sole responsibility of Client.
3. The fees, Services and Scope of Services stated in this Agreement constitute an estimate of the fees and tasks required to perform the Services. Should the Project involve conceptual or process development services, Services often cannot be fully defined during the initial planning stages. As the Project progresses, facts uncovered may also reveal a change in direction which may alter the Scope of Services. If Client requests modifications or changes in the Scope of Services related to the Project, the time of performance of the Services by Mead & Hunt, Inc. and the fees associated therewith shall be revised and accepted by both parties in writing before Mead & Hunt, Inc. undertakes any additional work beyond the Scope of Services. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.
4. To the fullest extent permitted by law, Client shall indemnify and hold harmless Mead & Hunt, Inc. and its officers, agents, representatives and employees from and against liabilities, claims, losses, damages, expenses, including but not limited to attorney’s fees and disbursements, arising out of or resulting from (i) delays caused in whole or in part by Client’s interference with Mead & Hunt, Inc.’s ability to provide the Services, including, but not limited to, Client’s failure to provide facilities or information specified in this Agreement, (ii) inaccuracies in documents or other information provided by Client to Mead & Hunt, Inc., or (iii) failure to perform under this Agreement, caused by or that arise in whole or in part by any negligent acts, errors or omissions of Client. Mead & Hunt, Inc. reserves the right to renegotiate this Agreement due to any unforeseen delays caused by events beyond Mead & Hunt, Inc.’s control, such as Force Majeure events as described in Section 26 or other events beyond Mead & Hunt, Inc.’s control, like funding for the Project. If any word or clause of this Agreement is determined not to be in compliance with Wisconsin Statutes § 895.447, including any amendments thereto, it shall be stricken and replaced and the remaining word, clause and provisions shall remain in full force and effect.
5. Client agrees to provide such legal, accounting and insurance counseling services as may be required for the Project.
6. Mead & Hunt, Inc. will maintain insurance coverage for worker’s compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If Client requires coverages or limits in addition to those that Mead & Hunt, Inc. currently has in effect as of the date of this Agreement, premiums for additional insurance shall be paid by Client.
7. **MEAD & HUNT, INC. (INCLUDING ITS CURRENT AND FORMER EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS) AND OWNER ARE NOT LIABLE, IN CONTRACT OR TORT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR LIQUIDATED DAMAGES INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE, LOSS OF CAPITAL, DELAY DAMAGES, LOSS OF GOODWILL, CLAIM OF THIRD PARTIES, OR SIMILAR DAMAGES (“DAMAGES”). NOTWITHSTANDING THE FOREGOING, CLIENT SHALL BE LIABLE HEREUNDER TO THE EXTENT THAT MEAD & HUNT, INC. IS HELD LIABLE BY ITS SUBCONSULTANTS OR A THIRD-PARTY FOR DAMAGES CAUSED BY OWNER OR ITS EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS. IN NO EVENT SHALL MEAD & HUNT, INC.’S OR ITS SUBCONSULTANTS’ LIABILITY ARISING OUT OF OR RELATED TO ANY BREACH OF THIS AGREEMENT EXCEED THE AMOUNT OF FEES BILLED BY MEAD & HUNT, INC. TO CLIENT FOR SERVICES PERFORMED PURSUANT TO THIS AGREEMENT.**
8. Mead & Hunt, Inc.’s (including its current or former employees, officers, directors, or shareholders) liability to Client for any damages shall not exceed the amount of fees billed by Mead & Hunt, Inc. to Client for services performed pursuant to this Agreement within the last twelve (12) months from the date that the last invoice was submitted to Client by Mead & Hunt, Inc., regardless as to whether Client paid such invoice.
9. Mead & Hunt, Inc. and Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with Client; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with Client.
10. Client and Mead & Hunt, Inc. shall not, during the term of this Agreement or after the termination of this Agreement for a period of one (1) year disclose any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc., as the case may be, or any other person or entity, except

with the prior written consent of Mead & Hunt, Inc. or Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or Client as confidential. Confidential Information includes, but is not limited to, the purpose, duration, or extent of studies, surveys, and tests conducted by Mead & Hunt, Inc. or its subconsultants throughout the duration of this Agreement, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information. Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of receiving party, (ii) was already in receiving party's possession or known to receiving party prior to being disclosed or provided to receiving party by or on behalf of disclosing party, provided that the source of information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to disclosing party or any other party with respect thereto, (iii) was or is obtained by receiving party from a third party, provided that such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to disclosing party or any other party with respect to such information or material, or (iv) is independently developed by receiving party without reference to the Confidential Information. Except as required by law or court order, the provisions of this clause shall apply to Client's communications with members of the public, governmental agencies, and all other individuals or organizations. The restrictions set forth in this section shall remain in full force and effect (a) with respect to the Confidential Information, for a period of six (6) years following the earlier of the termination of this Agreement or the completion of services under this Agreement; and (b) with respect to the Trade Secrets, which shall have the meaning set forth under applicable law, until the Trade Secrets no longer retain their status or qualify as trade secrets under applicable law.

11. Mead & Hunt, Inc. shall retain ownership and property interest in all documents prepared or furnished by Mead & Hunt, Inc. and its independent professional associates and consultants, in connection with the Project, which include, but are not limited to, models, plans, sketches, designs, drawings details, specifications, all data and image files, both electronic and hard copy, as applicable (hereinafter "files"), and such files are part of Mead & Hunt, Inc.'s Instruments of Services. Mead & Hunt, Inc. may release files to any other party involved in the Project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Client is not permitted to use Mead & Hunt, Inc. files for any other project without express written permission from Mead & Hunt, Inc., and Mead & Hunt, Inc. may request Client to return or destroy such files at any time. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with Client's hardware or software and assumes no liability with respect to any use or reuse of the files by Client. Mead & Hunt, Inc. will have no liability to Client or any third party for any material in or transmitted with the files, including without limitations any virus, worm, trap door, back door, tracker, or other illicit code or program that may result from such use or reuse of files. Client hereby indemnifies and holds harmless Mead & Hunt, Inc. against any and all claims related to any use or reuse of the files. Differences may exist between these electronic files and corresponding hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of ownership and/or involvement from each electronic display. MEAD & HUNT, INC. PROVIDES THE FILES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES

SHALL DELIVERY OF THE FILES FOR USE OR REUSE BE DEEMED AS SALE BY MEAD & HUNT, INC. AND MEAD & HUNT, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL MEAD & HUNT, INC. BE LIABLE FOR ANY LOSS OF PROFIT, DIRECT OR INDIRECT DAMAGES, OR ANY CONSEQUENTIAL DAMAGES AS A RESULT OF THE USE, REUSE OR CHANGES TO FILES OR ANY DATA THEREIN.

12. Termination of this Agreement by Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; all outstanding payments are due and payable as stated in Section 2. If Client breaches this Agreement, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend Services without further obligation or liability to Client.
13. Mead & Hunt, Inc. will provide the Services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is an agreement for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept any general terms or conditions offered by Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of Services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
14. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the Project or construction costs will not vary from the final costs of the Project. Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to the Project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.
15. If Client is a municipality or state authority or any government authority/agency, Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.
16. This Agreement shall not be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.
17. In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, Mead & Hunt, Inc. and Client agree to discuss any material disputes between them during the 90 days after notice of disputes given by either party. If discussions are unsuccessful in resolving the dispute, then the

- dispute shall be mediated unless the parties mutually agree otherwise. Any claim not resolved by mediation shall be resolved by arbitration in Wisconsin with the American Arbitration Association or by litigation in the state of Wisconsin.
18. The parties agree that Mead & Hunt, Inc.'s Services in connection with this Agreement shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this Agreement or for any negligence in performing any Services in connection with this Agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy for any breach of contract or any negligent performance of Services in connection with this Agreement shall be a claim against Mead & Hunt, Inc. Client further agrees that any claim, demand, suit, or judgment shall be asserted only against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this section.
 19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.
 20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of these General Terms and understands and agrees that if those sections were not included herein the fees for the Services provided in connection with this Agreement would be significantly higher. Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.
 21. To the extent permitted by law, Mead & Hunt, Inc. disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Mead & Hunt, Inc.
 22. If any term or provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force. The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.
 23. Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s Services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of this Agreement or the performance or nonperformance of Services hereunder.
 24. The General Terms and this Agreement shall be construed and interpreted in accordance with the laws of the state of Wisconsin. No action may be brought except in the state of Wisconsin.
 25. Failure of Mead & Hunt, Inc. to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions hereof or a waiver of any of the technical requirements, or a waiver of any default provision. Except as may be otherwise expressly stated, the remedies provided herein shall be non-exclusive and in addition to any other remedies in law or equity. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of such provision. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
 26. Neither party shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, epidemics, pandemics, war, riot, civil unrest, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits; court orders; acts of God; acts, orders, laws or regulations of any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement in accordance with Section 12.
 27. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and this Agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party. Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against Mead & Hunt, Inc. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.