



December 6, 2023

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

**RE: Proposal for Public Works GIS Solutions
City of West Allis, Wisconsin | Department of Public Works
Mead & Hunt Proposal No. M4666680-240185.01 Revision 1**

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 several GIS solutions to support improvements to the Public Works department GIS system

| 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 \$35,000, 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 agreement attached as Attachment C, hereto.

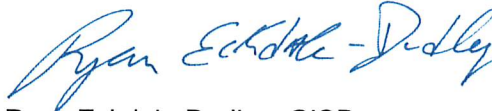
We appreciate the opportunity to offer our continued GIS services. We welcome any questions regarding this proposal and look forward to our continued collaboration with you.

Sincerely,

MEAD & HUNT, INC.



Kyle Engelking
GIS Supervisor



Ryan Eckdale-Dudley, GISP
GIS Market Leader

MEAD & HUNT PROPOSAL NO. M4666680-240185.01 Revision 1

WEST ALLIS PUBLIC WORKS GIS SOLUTIONS ACCEPTED BY:


CLIENT: City of West Allis / Michael Brofka

SIGNATURE: [Handwritten Signature]

TITLE: Assistant Director of Public Works

DATE: 12/13/2023

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
Cost Estimate

| PROJECT BACKGROUND

The Scope of Work is based on ongoing efforts to support the City of West Allis (West Allis) Information Technology Department in implementing GIS datasets and solutions specific to the West Allis Public Works department priorities and organizational initiatives. For purposes of simplicity individual tasks and deliverables are organized by division.

| SCOPE OF WORK

Outlined below are anticipated tasks associated with GIS support services.

- Geodatabase enhancements and development
- Feature Class (FC) development, configuration, and population
- Feature/Map Service Creation
- Web Map (WM) configuration
- GIS viewer creation and updates
- Mobile GIS application Implementation and configuration using Field Maps (FM)
- Dashboard (DB) development
- Staff training Technical support and troubleshooting

Task 1 | General

Storm Cleanup & Response

Feature Class (FC) Development	<ul style="list-style-type: none"> • West Allis will provide Mead & Hunt with layer schema requirements. <ul style="list-style-type: none"> ◆ FC fields, domains, etc. ◆ Maintenance tables • Mead & Hunt will build Storm Cleanup and Response FCs per West Allis specifications. • FCs will be loaded into the West Allis Enterprise GIS database. • FC templates will be configured for editing requirements. • FCs will be published as (feature/map service). • Mead & Hunt will work with West Allis staff to integrate the appropriate desktop/browser editing capabilities.
Field Map (FM) Configuration	<ul style="list-style-type: none"> • Mead & Hunt will configure/update Storm Cleanup & Response WM per West Allis specifications to function properly in ESRI Field Maps. <ul style="list-style-type: none"> ◆ Integration of appropriate layer(s) ◆ Symbology, labeling, transparency, etc. • Mead & Hunt will configure Storm Cleanup & Response FM per West Allis specifications.

	<ul style="list-style-type: none"> ◆ Form (formatting, input, type, required, default values, conditional visibility) ● Mead & Hunt will demo Storm Cleanup & Response FM to West Allis. If required, additional modifications will be made per feedback from West Allis staff.
Dashboard (DB) Development	<ul style="list-style-type: none"> ● Mead & Hunt will work collaboratively with West Allis staff on defining the requirements of the Storm Cleanup & Response DB. However, we anticipate the scope may include the configuration of one Storm Cleanup & Response DB. ● A single WM will be configured for each DB. ● DB will be built using consistent branding and appearance. ● DB will be integrated with Storm Cleanup & Response FCs and may include integration of the following DB components. ● Header, side panels, maps, serial charts, pie charts, indicators, gauge, lists, details, rich text, embedded content, supplemental GIS content. ● Mead & Hunt will demo Storm Cleanup & Response DB to West Allis. If required, additional modifications will be made per feedback from West Allis staff.
Other	<ul style="list-style-type: none"> ● Content (Data, Apps, Solutions) will be delivered in a consistent manner. <ul style="list-style-type: none"> ◆ Thumbnails, description, tags, etc. ● Future modifications and technical support will be provided on a time and materials basis. ● Schedule TBD.

Task 2 | Building & Sign Division

Signs, Event Setup

Feature Class (FC) Development	<ul style="list-style-type: none"> ● West Allis will provide Mead & Hunt with layer schema requirements and/or modifications. <ul style="list-style-type: none"> ◆ Feature class fields, domains, etc. ◆ Related maintenance tables ● Mead & Hunt will build/update Sign, Event setup FCs per West Allis specifications. ● West Allis will provide Mead & Hunt with the existing GIS layer and historic maintenance data (if either exists). <ul style="list-style-type: none"> ◆ Mead & Hunt will load existing data and maintenance records into the new FC. ● FCs will be loaded into the West Allis Enterprise GIS database. ● FC templates will be configured for editing requirements. ● FCs will be published as (feature/map service).
---------------------------------------	---

Attachment A

SCOPE OF WORK AND ESTIMATED COSTS

	<ul style="list-style-type: none"> • Mead & Hunt will work with West Allis staff to integrate the appropriate desktop/browser editing capabilities.
Field Map (FM) Configuration	<ul style="list-style-type: none"> • Mead & Hunt will configure Sign, Event Setup WM per West Allis specifications to function properly in ESRI Field Maps. <ul style="list-style-type: none"> ♦ Integration of appropriate layer(s): symbology, labeling, transparency, etc. • Mead & Hunt will configure Sign, Event Setup FM per West Allis specifications. <ul style="list-style-type: none"> ♦ Form (formatting, input, type, required, default values, conditional visibility) • Mead & Hunt will demo Sign, Event Setup FM to West Allis; If required, additional modifications will be made per feedback from West Allis staff.
Dashboard (DB) Development	<ul style="list-style-type: none"> • Mead & Hunt will work collaboratively with West Allis staff on defining the requirements of the Sign, Event Setup DBs. However, we anticipate the scope may include the configuration of one-two Sign, and one Event Setup specific DBs. • A single WM will be configured for each DB. • DB will be built using consistent branding and appearance. • DB will be integrated with Sign, Event Setup FCs and may include integration of the following DB components. <ul style="list-style-type: none"> ♦ Header, side panel, maps, serial charts, pie charts, indicators, gauge, lists, details, rich text, embedded & supplemental content • Mead & Hunt will demo Sign, Event Setup DBs to West Allis. If required, additional modifications will be made per feedback from West Allis staff. • Dashboards will be combined into a single (Building & Sign Division Dashboards App) for simplified access.
Other	<ul style="list-style-type: none"> • Content (Data, Apps, Solutions) will be delivered in a consistent manner. <ul style="list-style-type: none"> ♦ Thumbnails, description, tags, etc. • Future modifications and technical support will be provided on a time and materials basis. • Schedule TBD.

Task 3 | Electrical Division

Traffic Signals

Feature Class (FC) Development	<ul style="list-style-type: none"> • West Allis will provide Mead & Hunt with layer schema requirements. <ul style="list-style-type: none"> ♦ Feature class fields, domains, etc. ♦ Maintenance tables • Mead & Hunt will build Traffic Signal FC per West Allis specifications.
---------------------------------------	---

Attachment A

SCOPE OF WORK AND ESTIMATED COSTS

	<ul style="list-style-type: none"> • West Allis will provide Mead & Hunt with the existing GIS layer and historic maintenance data (if either exists). • Mead & Hunt will load existing data and maintenance records into the new FC. • FC will be loaded into West Allis Enterprise GIS database. • FC templates will be configured for editing requirements. • FC will be published as (feature/map service). • Mead & Hunt will work with West Allis staff to integrate the appropriate desktop/browser editing capabilities.
<p>Field Map (FM) Configuration</p>	<ul style="list-style-type: none"> • Mead & Hunt will configure/update Traffic Signal WM per West Allis specifications to function properly in ESRI Field Maps. <ul style="list-style-type: none"> ◆ Integration of appropriate layer(s) ◆ Symbology, labeling, transparency, etc. • Mead & Hunt will configure Traffic Signal FM per West Allis specifications. <ul style="list-style-type: none"> ◆ Form (formatting, input, type, required, default values, conditional visibility) • Mead & Hunt will demo Traffic Signal FM to West Allis; If required, additional modifications will be made per feedback from West Allis staff.
<p>Dashboard (DB) Development</p>	<ul style="list-style-type: none"> • Mead & Hunt will work collaboratively with West Allis staff on defining the requirements of the Traffic Signal DB. However, we anticipate scope may include the configuration of one Traffic Signal specific DB. • A single WM will be configured for each DB. • DB will be built using consistent branding and appearance. • DB will be integrated with Traffic Signal FC and may include integration of the following DB components. <ul style="list-style-type: none"> ◆ Header, side panel, maps, serial charts, pie charts, indicators, gauge, lists, details, rich text, embedded & supplemental content • Mead & Hunt will demo Traffic Signal DB to West Allis; If required, additional modifications will be made per feedback from West Allis staff.
<p>Other</p>	<ul style="list-style-type: none"> • Content (Data, Apps, Solutions) will be delivered in a consistent manner. <ul style="list-style-type: none"> ◆ Thumbnails, description, tags, etc. • Future modifications and technical support will be provided on a time and materials basis. • Schedule TBD.

SCOPE OF WORK AND ESTIMATED COSTS

Task 4 | Forestry Division

Landscape Beds

Feature Class (FC) Development	<ul style="list-style-type: none"> • West Allis will provide Mead & Hunt with layer schema requirements. <ul style="list-style-type: none"> ◆ Feature class fields, domains, etc. ◆ Maintenance tables • Mead & Hunt will build Landscape Beds FC per West Allis specifications. • FC will be loaded into the West Allis Enterprise GIS database. • FC templates will be configured for editing requirements. • FC will be published as (feature/map service). • Mead & Hunt will work with West Allis staff to integrate the appropriate desktop/browser editing capabilities
Field Map (FM) Configuration	<ul style="list-style-type: none"> • Mead & Hunt will configure Landscape Beds WM per West Allis specifications to function properly in ESRI Field Maps. • Integration of appropriate layer(s). <ul style="list-style-type: none"> ◆ Symbology, labeling, transparency, etc. • Mead & Hunt will configure Landscape Beds FM per West Allis specifications. <ul style="list-style-type: none"> ◆ Form (formatting, input, type, required, default values, conditional visibility) • Mead & Hunt will demo Landscape Beds FM to West Allis. If required, additional modifications will be made per feedback from West Allis staff.
Dashboard (DB) Development	<ul style="list-style-type: none"> • Mead & Hunt will work collaboratively with West Allis staff on defining the requirements of the Landscape Beds DB. However, we anticipate scope may include the configuration of one Landscape Beds specific DB. • A single WM will be configured for each DB. • DB will be built using consistent branding and appearance. • DB will be integrated with Landscape Beds FC and may include integration of the following DB components. <ul style="list-style-type: none"> ◆ Header, side panel, maps, serial charts, pie charts, indicators, gauge, lists, details, rich text, embedded & supplemental content • Mead & Hunt will demo Landscape Beds DB to West Allis; If required, additional modifications will be made per feedback from West Allis staff. • Dashboard will be combined into a single (Forestry Division App) for simplified access.


SCOPE OF WORK AND ESTIMATED COSTS

Other	<ul style="list-style-type: none"> Content (data, apps, solutions) will be delivered in a consistent manner for thumbnails, descriptions, tags, etc. Future modifications and technical support will be provided on a time and materials basis. Schedule TBD.
--------------	--

| Estimated Cost

West Allis Public Works GIS Support

Task	Description	Fee
1	General (Storm Response)	\$8,000
2	Building & Sign Division	\$11,500
	Signs	\$4,500
	Event Setup	\$7,000
3	Electrical Division	\$9,300
	Traffic Signals	\$9,300
4	Forestry Division	\$6,200
	Landscape Beds	\$6,200
Total Estimated Cost (time & materials not to exceed)		\$35,000



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:

- The geodatabase model will be provided as an Esri file geodatabase.
- The proposed GIS services are specific to creating an Environmental Systems Research Institute (Esri)-based ArcGIS Online (AGOL) GIS system.
- The City of West Allis (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 provide existing forms for guidance on what information needs to be collected for all 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 an 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

Terms and Conditions

MEAD AND HUNT, INC.
PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon acceptance of the attached Proposal by the Client. The Scope of Work, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original scope of work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or work order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or work order constitute an estimate of the tasks and fees required to perform the Scope of Work. The scope of work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable work order or purchase order. Taxes will be added to all invoices as applicable,

unless/until a properly completed and valid tax-exemption form is received.

To the extent applicable, the Client recognizes meal costs will be charged based on per diem basis and construction managers and site engineers will charge hotel and meal costs on a per diem basis.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable construction cost or Project costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's

experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual project or construction costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Proposal.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent, files a petition in bankruptcy, is adjudicated bankrupt, has an assignee, referee, receiver or trustee appointed in any creditor action, has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:

[Kyle Engelking](#)

[6737 W Washington Street, Suite 3500](#)

[West Allis, WI 53214](#)

Kyle.Engelking@meadhunt.com

Client Project Manager:

[Mike Brofka](#)

[6300 W McGeoch Avenue](#)

[West Allis, WI 53219](#)

mbrofka@westalliswi.gov

For Notices made pursuant to Article 12:

Legal Department: Mead and Hunt, Inc.

[6737 W Washington Street, Suite 3500](#)

[West Allis, WI 53214](#)

Sonya.Simon@meadhunt.com

For Notices made pursuant to Article 12:

Client Legal Department (optional)

[Address](#)

[Address](#)

[Email](#)

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs.

Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns, from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions, or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns, from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions, or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees, or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND

SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant 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 Consultant.

- A. Worker's Compensation:
 - of a form and in an amount as required by state law

- B. Employer's Liability:
 - \$1,000,000 each accident
 - \$1,000,000 disease, each employee
 - \$1,000,000 disease, policy limit

- C. Automobile Liability (including all owned, hired, and non-owned vehicles):
 - \$1,000,000 each accident

- D. Commercial General Liability (bodily injury and property damage — combined single limit):
 - \$1,000,000 each incident
 - \$2,000,000 annual aggregate

- E. Errors and Omissions:
 - \$5,000,000 each incident
 - \$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Proposal, this Agreement shall not be construed as

imposing upon or providing to Consultant 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.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this project, or any other project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages, or losses arising out of any deviations, alterations, modifications, or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client are Instruments of Service of Consultant created for this project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that

contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques, or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other man-made objects beneath the surface of the project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples, or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of the Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to the Client, or using a manifest signed by the Client as a generator, be transported to a location selected by the Client for final disposal. The Client shall pay all costs associated

with the storage, transport, and disposal of all such samples. The Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants, or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with proposals and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the Proposal or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Execution of Agreement

These Terms and Conditions of Agreement are cross referenced in Consultant's Proposal and are accepted when the Proposal is executed by the Client or when the Client authorizes Consultant to proceed with the Scope of Work. Client's representative represents that he/she is duly authorized to enter into and sign this Agreement. The parties agree that Consultant's Proposal may be executed by Client and delivered to Consultant via facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original.