

**RESOLUTION AUTHORIZING AN AGREEMENT FOR
ASSET MANAGEMENT PROGRAM IMPLEMENTATION**

Ruekert-Mielke

Resolution (R)2018-01.02

WHEREAS, the Village has received a Proposal for a Professional Services Agreement for the Asset Management Program Implementation; and

WHEREAS, the approved FY2018 Budget includes funding for the Asset Management Program Implementation tailored to the existing GIS Program; and

WHEREAS, the Village of Huntley has reviewed the proposal submitted and determined that it is in the best interest to authorize an agreement with Ruekert-Mielke in the amount of \$50,000.00 for the Asset Management Program Implementation tailored to the existing GIS Program.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley approves the Professional Services Agreement with Ruekert-Mielke in the amount of \$50,000.00 for the Asset Management Program Implementation tailored to the existing GIS Program.

SECTION II: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SECTION III: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Hoeft	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Kanakaris	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Leopold	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Piwko	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Westberg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED and APPROVED this 11th day of January, 2018.



Peter M. McMahon
Village Clerk

APPROVED:

Charles J. Far
Village President

W233 N2080 Ridgeview Parkway • Waukesha, WI 53188-1020 • Tel. (262) 542-5733

January 2, 2018

Mr. Timothy P. Farrell, P.E.
Village Engineer
Village of Huntley
10987 Main Street
Huntley, IL 60142

Re: 2018 VUEWorks Agreement

Dear Tim,

In follow up to our recent discussion with you, we are providing you with this agreement for 2018 VUEWorks Asset Management Software and Implementation Services.

The following Schedule of Attachments are components of this agreement by reference:

Scope of Services	
Attachment A	Asset Management Implementation Plan
Attachment B	VUEWorks Software Subscription Costs
Attachment C	Implementation Costs
Attachment D	RM Standard Terms & Conditions (GIS-Illinois)

The above described professional services will be provided to you in accordance with the attached two page **RM Standard Terms & Conditions (GIS-Illinois)** dated September 9, 2016, which are made part of this agreement by reference.

Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Very truly yours,

RUEKERT & MIELKE, INC.



Timothy J. Anderson
CADD/GIS Team Leader
tanderson@ruekert-mielke.com

TJA:jkc

Attachments

cc: Andrew J Sikich, P.E, Ruekert & Mielke, Inc.
File

~Marketing Dept > PROPOSALS > Proposals 2018 > CT 13_AS2_Illinois > Huntley, Village > 2018 VUEWorks Implementation > _GIS 2018_VUEWorks Agreement.docx~

Mr. Timothy P. Farrell, P.E.
2018 VUEWorks Agreement
January 2, 2018
Page 2

CLIENT NAME:

Village of Huntley

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

By: _____

Stanley R. Sugden, P.E.

Title: Village PresidentTitle: PresidentDate: January 11, 2018Date: January 2, 2018

ATTEST:

By: _____

Title: Village ClerkDate: January 11, 2018

Designated Representative:

Name: Timothy FarrellTitle: Dir. of Public Works & Eng.Phone Number: 847-515-5285

Designated Representative:

Name: Kevin M. KorthTitle: GIS Analyst II

Phone Number: (262) 953-3018

ATTACHMENT A
VILLAGE OF HUNTLEY, IL
ASSET MANAGEMENT IMPLEMENTATION PLAN

VUEWORKS INSTALLATION, CONFIGURATION, TESTING AND TRAINING

Village personnel knowledgeable with, and responsible for, the Village's IT environment and GIS software installation and usage will be highly utilized through the installation and implementation process. These individuals should have, and be able to provide, full access to the Village's servers and hardware & software configurations, and should be available and have authority to make decisions related to hardware and software configurations and user permissions.

Village staff responsible for data management and work flow processes should also be available to provide information to Ruckert & Mielke, Inc. (R/M) on an "as needed" basis. These individuals, or others knowledgeable with the Village's daily operations and work flow procedures, should be available to assist with the development of Service Request types, Work Order forms, and Resource Manager tables (Labor, Equipment, and Inventory).

IMPLEMENTATION PLAN SUMMARY

R/M will utilize the following Implementation Plan for the Village's Asset and Infrastructure Management project as summarized below:

- **Task 1: Kickoff Meeting** (Onsite, 4 hrs.)
The goal of this meeting is to clearly identify the subject matter experts, VUEWorks Administrator(s), and other points of contact between VUEWorks and the Customer. The meeting will establish dates and over all initial project timeline.

- **Task 2: Standard Work Management Implementation** Iterations for the following VUEWorks modules within the Village's Engineering, Public Works and Water/Wastewater Departments (as shown in Exhibit C and detailed below).
 - Service Request, Work Order, and Resource Manager

Total Standard Work Management Implementations for Village Departments = 3

- **Task 3: Limited Capital Planning Implementation** Iterations for the following VUEWorks modules within the Village's Public Works and Water/Wastewater Departments (as shown in Exhibit C and detailed below).

- Condition

Total Limited Capital Planning Implementations for Village Departments = 2

Additional Implementations can be conducted under a separate agreement or an addendum to this agreement.

- **Task 4: Administrator Training**

R/M will work with the Village to determine the most appropriate Village staff to serve as “Administrator(s)” for the Village’s VUEWorks site and software. R/M will train the Village’s Administrator(s) on General site use, administrative functionality for the Core module, and each of the work management and capital planning modules to be used by the Village.

- **Task 5: End User Training**

R/M will train Village staff designated to be VUEWorks users in the following areas:

- Introduction to VUEWorks, and access to the VUEWorks site
- General site use including permissions, dashboards and calendars
- Work management in VUEWorks including creating Service Requests and Work Orders, accessing information within the VUEWorks system, and resource entry for Work Orders.

Implementation services will be tailored to best meet the Village of Huntley’s needs. The Implementation process is standardized and includes on-site configuration, and remotely held planning workshops to facilitate the on-site sessions as detailed below.

The Village of Huntley will be prepared to take ownership of the software configuration and subsequent administration of VUEWorks during the course of the Implementation process. The Implementation Plan approach will deepen the Village’s participation in the implementation and training process which should result in significant progress and the ability to become self-sufficient in implementing additional work and asset management activities without R/M’s or VUEWorks professional services. Upon completion of the Implementation process, the Village will have a fully functional VUEWorks system, with workflow configuration completed as detailed in the Implementation scope below. Future additional VUEWorks software configuration beyond the Implementation process will be handled by Village staff. Additional Implementation iterations can be conducted under a separate agreement or an addendum to this agreement.

SCOPE OF SERVICES

TASK 1: KICKOFF MEETING

The goal of this meeting is to introduce the Village staff to the VUEWorks software, provide a general overview of how the implementation process will work, and clearly identify the subject matter experts, VUEWorks Administrator(s), and other points of contact between R/M and the Village. At this meeting, the general phasing of implementations for the departments and VUEWorks modules will be established, and approximate dates will be established for the project timeline.

As part of the kickoff meeting, the Village will identify the **Subject Matter Expert(s)** (SME) for each of the Departments or areas of work (water, wastewater, ect.), as well as the overall VUEWorks Administrator. The SME(s) needs to understand the entire workflow for any given activity that will be managed via work orders, but they do not necessarily need to be the employee(s) who perform the work. The purpose of the SME(s) is to break down each of the work activities into a step by step series of events, where at each step key information to be collected is identified, and the actions necessary to move to the next step are defined.

The **VUEWorks Administrator** is the Village's lead person(s) responsible for administering the application. The VUEWorks Administrator is responsible for taking ownership of the system and will expand it over time. As such, they will need to understand the workflows, how to use the various configuration user interfaces to build new workflows, master the report designer and more.

TASK 2: STANDARD WORK MANAGEMENT IMPLEMENTATION PLAN SERVICES

The Village of Huntley will implement VUEWorks in the Engineering and Public Works Departments. The implementations will include work in the areas of Engineering, Streets/Storm Water/, and Water/Wastewater Departments.

R/M will work with Village staff to map out the existing tasks completed by department staff in the areas of both service requests/calls and work orders. The Village will provide to R/M information regarding what data is collected and what is reported on, including samples of data structure and Village reports as it relates to work and asset management. R/M will work with the Village to map out four (4) well understood and documented work management activities.

R/M will then configure the VUEWorks system for work management in the department. R/M will use two well-defined reports from the Village to create two (2) basic reports that will provide the same data output once service requests and work orders have been populated within the VUEWorks system.

Each Standard Work Management Implementation service will provide the target department with the following:

- Four days on-site w/ R/M implementation team
- Department specific implementation and configuration
- Fully functional software that is configured and ready for daily use
- Reports and data analysis templates configured and ready for daily use

Workshops for Standard Work Management Implementation

Workshop 1: Workflow Definition (Onsite - ½ Day)

Implementing the work management modules of VUEWorks requires careful identification of the work activities to be managed in the system and the relevant data to be recorded at the work activity level. Work activities are the most granular level of work management and form the basis for asset specific work and preventive maintenance management, reporting, and analysis. Prior to the Workshop 1, Village staff will identify 2 to 4 well understood asset specific work activities and 2 to 4 service requests issues related to the same asset types as the work activities. Any supporting documents such as paper based work orders; inspection forms, service request documentation, etc. will be provided to R/M via email. R/M will review the information prior to the workshop. R/M will define the workflow for these activities as part of Workshop 1.

The goal of the workshop is to begin defining how VUEWorks will be configured before the first onsite workshop. The process of defining work activities in a work order system can be complex initially. This stems from the fact that any given work activity is composed of several parts: work planning, work assignment, doing the actual work, and closing out the task or work order correctly. The challenge in implementing any work management system is that the above steps are often not completely understood by a single individual; in fact, it is more common for these steps to be handled in a sequential fashion with different staff largely confined to one or two parts of the sequence. In addition, when Village staff begin defining these steps for an automated process, it is common for changes to be introduced to the work flow process.

The SME(s) is essential in diagramming the workflow, which is the baseline from which VUEWorks is then configured.

Workshop 2: Workflow Identification and Classification (Onsite – 1 Day)

The first goal of this workshop is to define the tasks and activities that department staff complete on a regular basis. Understanding the full scope of work completed by each Department will provide a more comprehensive view of all the work that the Department is responsible for, and increase the effectiveness of classification and mapping of these workflows.

The second goal of this workshop is to determine what Department work would be classified as a Service Request, and what would be classified as a Work Order. Workflows be used to relate Service Requests and Work Orders, and work will be divided into appropriate Groups to facilitate more efficient use of user permissions, reporting, and other work management within VUEWorks.

Workshop 3: Workflow Mapping (Onsite, 1 Day)

The goal of this workshop is to walk through work management activities from start to finish, and determine how the process will be completed in VUEWorks from the start of a Service Request to the final closeout of a Work Order. R/M will work with the Village to map out four (4) well understood and documented work management activities.

The actual content of the work order form in VUEWorks is highly configurable. The contents of the Work Order has two drivers:

- Workflow of the specific activity
- Data required to be captured in the course of performing the work activity.

Based on the completed workflow exercise, the R/M implementation team will create a draft work order specification for each work activity, and an associated work order form set up in the VUEWorks software for live interaction during workshop 4.

Workshop 4: Final Workflow Configuration & Reporting (1 Day)

This workshop marks a turning point in the implementation process. Final changes will be made to the work order specification documents as well as the actual work order forms in VUEWorks. R/M will update the specification documents during the workshop; however the VUEWorks Administrator will perform updates to the actual work order forms in VUEWorks as well as service request issues. The SME(s) and the VUEWorks Administrator will step through the workflow process in a role-playing exercise to test drive the configuration. R/M will step through the reporting capabilities of the system, and the VUEWorks Administrator (and others in attendance as appropriate) will run reports and learn how to create their own reports.

As part of this workshop the Village will sign off on the work order specification and service request issues, as well as the Final configuration of the Service Request and Work Order forms for the four workflows mapped in Workshop 3.

During this workshop, the SME(s) and VUEWorks Administrator will be exposed to the actual work management modules in VUEWorks to begin designing actual work order forms, service request issues, reports, and dashboard gadgets. Data entry requirements for employee names, pay rates, rate types (e.g. Standard, Overtime, etc.); with similar information for equipment and

inventory will be identified. The VUEWorks Administrator will populate this data into the appropriate VUEWorks tables.

Upon completion of the 4th workshop, the VUEWorks Administrator will be able to modify the existing work order configuration (both the workflow and the content of the actual work order forms) that the implementation team created within the VUEWorks system. The VUEWorks Administrator will also be capable of creating reports.

TASK 3: LIMITED ASSET MANAGEMENT IMPLEMENTATION PLAN SERVICES

The Village of Huntley will implement the Condition Module in the Public Works Department. The implementations will include work in the areas of Streets/Storm Water and Water/Wastewater Departments.

R/M will work with Village staff to review the existing condition systems used by the Village. The criteria, scales and weighting will be determined for each of the condition systems used. The Village will provide to R/M information regarding what data is collected and what is reported on, including samples of data structure and Village reports as it relates to condition inspections and asset management.

R/M will then configure the VUEWorks system for work management in the department. R/M will use two well-defined condition systems from the Village to create two (2) corresponding condition systems that will provide similar condition rating and inspection forms within the VUEWorks system.

Each Limited Asset Management Implementation service will provide the target department with the following:

- One day on-site w/ R/M implementation team
- Department specific implementation and configuration
- Fully functional inspection reports within VUEWorks that are configured and ready for daily use
- Reports configured and ready for daily use

Workshops for Limited Asset Management Implementation

Workshop 1: Condition System Definition (Onsite - ½ Day)

Implementing the Condition modules of VUEWorks requires identification of the condition and rating systems used by the Village for tracking and managing their assets. Condition inspection is one of the most basic forms of asset management, and provides the basis for preventive maintenance management, reporting, and analysis.

Prior to Workshop 1, Village staff will identify 2 well understood condition/rating systems specific to Department assets. Any supporting documents such as paper based condition reports; inspection forms, rating scales, etc. will be provided to R/M via email. R/M will review the information prior to the workshop and will define the condition scales for these activities as part of Workshop 1. R/M will review the Village's inspection reports, and work with Village staff to determine how to configure these inspection forms and condition systems within VUEWorks prior to Workshop 2.

Workshop 2: Final Asset Management Configuration and Software Review (Onsite – ½ Day)

During this workshop, the condition scales and inspection reports created by the R/M Implementation staff within VUEWorks will be reviewed by Village staff within the VUEWorks staff.

As part of this workshop the Village will sign off on the condition inspection specification and condition systems, as well as the Final configuration of the condition inspection Forms reviewed in Workshop 1.

Staff will walk through condition inspection activities from start to finish, and review how the process will be completed in VUEWorks . Village staff will create live inspection forms within the system

During this workshop, the SME(s) and VUEWorks Administrator will be exposed to the actual condition modules in VUEWorks to begin creating and modifying condition inspection forms and systems. Asset relations for Condition Inspection forms will be created in VUEWorks, and condition report management within VUEWorks will be reviewed.

Upon completion of the 2nd workshop, the VUEWorks Administrator will be able to modify the existing condition scale configuration (both the workflow and the content of the actual condition inspection forms) that the implementation team created within the VUEWorks system. The VUEWorks Administrator will also be capable of creating reports.

TASK 4: ADMINISTRATIVE TRAINING

The VUEWorks Administrator, and appropriate SMEs designated by the Village, will be trained to complete all software configuration necessary to independently maintain and update the data, forms and processes within VUEWorks. Training will include the following:

- Review Home Page setup
- Review Asset Classes and Types
- Review Configuring Layers and Attribute Tables

- Review Interacting with Map, Selecting and Searching for Assets
- Review Document Linking features and options
- Review Data Linking
- Review Customization Tools for Service Call and Work Order Forms, and Report Manager
- Review Resource Manager module, include Labor, Equipment, and Inventory tables
- Review Facilities Module
- Assist with Creating & Configuring a Service Call Form and Routing to Appropriate Department/Personnel
- Assist with Creating & Configuring a Work Order Form and Routing to Appropriate Department/Personnel

TASK 5: END USER TRAINING

Each training session will be scheduled on a single day. Training is intended for staff that will use VUEWorks modules on a daily basis and are responsible for creating and responding to Service Requests, assigning and filling out Work Orders and preparing reports.

Modules: Core, Service Request, Work Orders, Resource Manager

- Software Overview
- Review Interacting with Map
- Searching
- Selecting Assets
- User Preferences
- Review Service Request module
- Creating Service Request
- Notifications and Routing to Appropriate Department/Personnel
- Responding to Service Request
- Finding Service Requests
- Review Work Order module
- Creating Work Order
- Responding to Work Orders
- Finding Work Orders
- Review Document Linking
- Generating Reports

Modules: Condition

- Creating Condition Forms
- Condition Calculations
- Defining Condition Criteria & Categories
- Reviewing Condition Scales and Rating Options
- Review Criteria Weighting Options

- Creating Condition Inspections
- Generating Condition Reports
- Searching Assets

The Village will provide a training facility equipped with a large screen, projector, internet connections, and computers available for up to 8 trainees. The VUEWorks instructor will provide their own laptop.

ATTACHMENT B

VUEWorks SOFTWARE SUBSCRIPTION		
VUEWorks Modules	License	Cost
Core	10	-
Service Request	4	-
Work Order	6	-
Resource Manager	4	-
Facilities ²	0	-
Condition	2	-
Risk ²	0	-
Budget Forecast ²	0	-
Projects ²	0	-
Valuation ²	0	-
Request Portal ³	1	-
MobileVUE	6	-
INITIAL PURCHASE COST		\$0
ANNUAL COSTS		\$20,000

ITEM	COST	
	2018	2019
VUEWorks Subscription	\$20,000	\$20,000
VUEWorks Implementation (Attachment C)	\$30,000	\$16,450
TOTAL	\$50,000	\$36,450

Notes:

1. Licenses are based off of concurrent users, not total users; Additional Licenses may increase annual software cost
2. Additional Modules would increase annual software cost
3. Request portal includes unlimited users

**Village of Huntley, IL
VUEWorks Implementation
Attachment C**

1. Startup Services (*)			
	Cost	Days	Description
A. GIS Data Analysis	\$0.00	0.0	Review client GIS data
B. Project Planning & Scheduling	\$0.00	0.0	Onsite
C. Needs Assessment	\$0.00	0.0	Onsite & Remote
D. Data Conversion	\$0.00	0.0	Remote
SubTotal Startup Services Cost	\$0.00	0.0	SubTotal Onsite Days
2. Installation, Implementation & Training Services (*)			
VUEWorks Modules: Core, Service Request, Work Order, Resource Manager, Condition, Risk, Projects, Budget Forecasting, Valuation, Facilities, Request Portal			
A. Install VUEWorks Software on Server	\$3,750.00	2.5	Onsite & Remote
SubTotal Software Installation Cost	\$3,750.00	2.5	SubTotal Hours
B. Work & Asset Management Implementation Workshops			
Kickoff Meeting	\$2,100.00	1.5	Onsite
1.5			
Engineering	\$7,000.00	5.0	Onsite
Streets/Storm Water	\$7,000.00	5.0	Onsite
Water/Wastewater	\$7,000.00	5.0	Onsite
<u>Limited Implementations (Condition)</u>			
Streets/Storm Water	\$2,800.00	2.0	Onsite
Water/Wastewater	\$2,800.00	2.0	Onsite
SubTotal Work Management Workshop Cost	\$28,700.00	20.5	Days
C. VUEWorks Software Configuration	\$7,000.00	5.0	Remote
D. Project Administration & Management	\$2,800.00	2.0	Remote
Total Startup, Installation & Implementation Cost (Items 1 & 2)	\$42,250.00	30.0	Total Days
3. Training			
		SESSIONS	
1. Administrator Training	\$1,400.00	1.0	Onsite
2. User Training (up to 8 people per session)			
a. Core, Service Request, Work Order, Resource Manager	\$2,800.00	2.0	Onsite
b. Condition (included with Core/SR/WO/RM)	\$0.00	0.0	Onsite
c. Facilities	\$0.00	0.0	Onsite
SubTotal Training Cost	\$4,200.00	3.0	Total Onsite Days
TOTAL COST			\$46,450.00

VUEWorks Installation & Administrator Training would be provided on consecutive days

* Includes travel expenses (mileage, lodging, meals).

Additional Services would be charged on an hourly basis at the following rates:

Remote Training using WebEx: \$150

Configuration Assistance: \$140

1/2/2018

Attachment C Implementation and Training Services - Huntley 20171222.xlsx

Cost Table

A. Standards of Performance

The standard of care for all professional consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.

B. Authorized Representative

With the execution of this Agreement, Consultant and Owner shall designate specific individuals to act as Consultant's and Owner's representatives with respect to the services to be performed or furnished by Consultant and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Consultant

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Owner by Consultant monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All materials developed, prepared, completed, or acquired by Consultant during the performance of the services specified in this contract, including all finished or unfinished surveys, data, drawings, maps, photographs, and reports, shall become the property of Owner and shall be delivered to Owner during the contract period. Such materials shall not be released by Consultant or used for other purposes at any time without the written approval of Owner.

No drawings, maps, photographs, documents, reports, or other data prepared or completed under this contract agreement shall be copyrighted by Consultant, nor shall any notice of copyright be registered by Consultant in connection with any such material prepared or completed under this contract.

E. Owner Provided Information

Consultant shall have the right to rely on the accuracy of any information provided by Owner. Consultant will not review this information for accuracy.

F. Access

Owner shall arrange for safe access to and make all provisions for Consultant and Consultant's consultants to enter upon public and private property as required for Consultant to perform services under this Agreement.

G. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not exceed the total amount of \$2,000,000.00.

H. Insurance

Consultant will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

I. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

J. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and consultants in the performance of Consultant's services under this Agreement.

ATTACHMENT D

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Consultant's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Consultant and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Consultant's negligence bears to the total negligence of Owner, Consultant, and all other negligent entities and individuals.

4. The indemnification provision of paragraph J.1. is subject to and limited by the provisions agreed to by Owner and Consultant in paragraph G. "Limit of Liability," of this Agreement.

K. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Consultant. Consultant's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with Contractors and other entities involved in this project to carry out the intent of this paragraph.

L. Force Majure

Consultant shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Consultant's reasonable control.

M. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

N. Dispute Resolution

Owner and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. This Agreement shall be interpreted according to and governed by the laws of the State of Wisconsin.

O. Public Records

Consultant agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law. Engineer also agrees to comply with the Freedom of Information Act (5 ILCS 140/1 et seq) as applicable for projects in the State of Illinois.

END OF DOCUMENT