

March 30, 2011

Mr. Mike Sibrava  
Public Works Director  
Village of Palos Park  
8999 West 123rd Street  
Palos Park, IL 60464

Re: GIS Services Agreement

Dear Mike:

Ruekert/Mielke (R/M) is pleased to offer this letter agreement at this time to allow for incorporation of the appropriate costs into your budgeting process.

As you know, the Village's **GIS website hosting** is currently performed by R/M. We propose to renew the existing hosting agreement for another one year period (5/1/2011 to 4/30/2012) with an updated annual fee of **\$3,750**. By hosting sites for many Wisconsin and Illinois clients, R/M is able to keep your hosting fees at this cost effective level by spreading our hosting costs amongst all of the participating parties. These hosting fees cover the following expenses and benefits for you:

1. Hosting computer hardware and software costs.
2. High speed communications connection between your website and the internet.
3. HVAC and electric utility costs associated with 24/7 equipment operation.
4. System back-ups and archiving.
5. Routine server monitoring and maintenance.
6. Emergency response and support.

R/M also recommends that the Village budget additional monies to cover **GIS web site maintenance** activities for next year in the amount of **\$3,000**. This budget amount is intended to cover requests for web site updates and minor additions that are typically requested by the Village during the course of a year. If the Village is aware of GIS updates or additions you may desire that are above the normal level, you may want to increase our recommended budget amount accordingly. R/M proposes to invoice for these "as requested" services at our normal hourly rates for the actual hours expended. Therefore, this full budget amount may not be expended, depending upon your actual needs that arise during the course of the year.



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The above described professional services will be provided to you in accordance with the attached two page **GIS Standard Terms & Conditions** dated November 22, 2000, 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 full y executed copy to our office. We understand that your execution of this agreement may not occur until your budgets are finalized and adopted.

If you have any questions concerning the renewal of your GIS services for 2011, please feel free to contact me.

Very truly yours,

RUEKERT/MIELKE

Patrick T. Wohlers, P.E.  
Principal/Technology Services  
Department Head

PTW:jkc

Attachment (GIS Standard Terms & Conditions)

cc: Thomas J. Tym, Ruekert/Mielke  
File



# Ruekert Mielke

engineering solutions for a working world

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CLIENT APPROVAL:

Village of Palos Park

By: [Signature]

Title: MAYOR

Date: MAY 2, 2011

CONSULTANT:

Ruekert & Mielke, Inc.

Designated Representative

Name: Debbie L. Anderson

Title: IT/GIS Analyst

ATTEST:

By: Carol A. Bryson

Title: Village Clerk

Date: 05/02/2011

Phone Number: (262) 542-5733

Facsimile Number: (262) 542-5631

**A. Standard of Care**

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 CONSULTANT's 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 CONSULTANT's services.

**B. Authorized Representative**

Contemporaneous 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 each respective party.

**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. 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.

**F. 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 \$1,000,000.00.

**G. Insurance**

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

**H. Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to CONSULTANT all amounts owing to CONSULTANT under this Agreement, for all work performed up to the effective date of termination.

**I. 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.

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. In addition to the indemnity provided under paragraph I.2. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and CONSULTANT's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph I.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph I.1. is subject to and limited by the provisions agreed to by OWNER and CONSULTANT in paragraph F. "Limit of Liability," of this Agreement.

**J. 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.

**K. 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.

**L. 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.

**M. Dispute Resolution**

1. 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 relating to this Agreement or the breach thereof ("disputes") to mediation.

**END OF DOCUMENT**