

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of October 31, 2013 between the City of La Crosse, WI (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services for the development of preliminary and final plans for the construction of a parking and eagle viewing area in addition to other amenities and as described in Attachment A (hereinafter called the Project).



OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 7 pages.
- Attachment B - Period of Services, consisting of 2 pages.
- Attachment C - Compensation and Payments, consisting of 2 pages.
- Attachment D - Terms and Conditions, consisting of 2 pages.
- Attachment E - Insurance, consisting of 2 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

<u>City of La Crosse, WI</u> OWNER		<u>Ayres Associates Inc</u> CONSULTANT
_____	(Signature)	
_____	(Typed Name)	Bruce Ommen, PE
_____	(Title)	Vice President – Wisconsin Transportation
_____	(Date)	10-31-13
_____	(Attest)	
_____	(Typed Name)	Eric Sorensen, PE
_____	(Title)	Supervisor – Eau Claire Transportation

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated October 31, 2013 between the City of La Crosse, WI (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER of the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided below.

1.1.2 The City of La Crosse wishes to construct an eagle viewing area to be located along the west side of USH 53/STH 35 (Rose Street) between West George Street and the proposed eastbound I-90 ramp terminal (currently under design as a part of the Wisconsin Department of Transportation's highway project (ID 1071-06-10(82)), referred to as "WisDOT's PROJECT" throughout the remainder of this Agreement).

Phase 1 was completed under a separate contract and included the development of concept alternatives. The City of La Crosse confirmed that their preferred alternative includes the construction of the parking area off of the existing Rose Street/West George Street intersection with educational elements being provided along the multi-use path located to the north near I-90. In general, the eagle viewing area will consist of an entry drive, parking lot, multi-use path and two feature areas.

1.2 Reports

1.2.1 Eagle viewing area elements will be included within the Design Study Report and Traffic Management Plan prepared for WisDOT's PROJECT. A Pavement Design Report will not be prepared for the parking area as the pavement structure will be based on City of La Crosse standards.

1.3 Environmental

1.3.1 Archaeological, historical, and hazardous material investigations have been completed for the proposed eagle viewing area as a part of WisDOT's PROJECT. No additional investigations are included. These findings and the proposed improvements associated with the eagle viewing area will be documented in the Environmental Report that is being prepared for WisDOT's PROJECT.

1.4 Agency/Utility Coordination

1.4.1 Agency coordination and permit applications will be performed under WisDOT's cooperative agreements with oversight agencies and will be included/coordinated with agency coordination required for WisDOT's PROJECT.

1.4.2 Utility coordination will follow Trans 220 requirements as a part of WisDOT's PROJECT. Coordination for the eagle viewing area will be performed simultaneously with WisDOT's PROJECT.

1.5 Public Involvement

1.5.1 Exhibits of the the proposed eagle viewing area will be prepared and presented at up to two Public Advisory Committee meetings held for WisDOT's PROJECT. This effort includes preparing the exhibits and attending and presenting this information at the meetings.

1.6 Survey

1.6.1 Survey information gathered for WisDOT's PROJECT will be used for the development of plans for the eagle viewing area. Additional survey is not included within the scope of services of this Agreement and if required, is considered "Additional Services".

1.7 Soils and Subsurface Investigations

1.7.1 Geotechnical information gathered for WisDOT's PROJECT will be used for the development of plans for the eagle viewing area. Additional geotechnical investigation is not included within the scope of services of this Agreement and if required, is considered "Additional Services".

1.8 Design and Plan Preparation

1.8.1 Roadway Plans

Final roadway plans will be prepared for the eagle viewing area based on a combination of Alternatives A and B as included in a technical memorandum prepared by CONSULTANT for the City of La Crosse dated July 31, 2013 (i.e. parking and eagle viewing area at south end access at intersection with Rose Street/West George Street with some additional amenity at the north end (such as educational elements and picnic area)).

Plans will generally include the following:

- Typical sections of multi-use path and parking lot
- Intersection/parking lot details
- Viewing platform, educational elements, picnic area construction details
 - These elements will not be sheltered or cantelevered over a bank
- Lighting plan (see below for additional information)
- Pavement marking and signing
- Traffic Control (assumes eagle viewing area elements constructed after existing ramp is no longer required to maintain traffic)
- Erosion Control
- Miscellaneous quantites (assumes separate category for eagle viewing items)
- Plan and profile sheets
- Cross sections

1.8.2 Traffic Signal Analysis and Design

WisDOT will prepare the traffic signal layout and timings required to provide access to the eagle viewing area at the Rose Street/West George Street intersection. CONSULTANT will coordinate

with WisDOT as necessary; however, traffic analysis and design is not included within the scope of services of this Agreement and if required, is considered “Additional Services”.

1.8.3 Lighting Design

CONSULTANT will prepare lighting plans for the eagle viewing area. This effort includes lighting the parking lot and entrance, viewing area, 1,400 feet of multi-use path, and educational/picnic area. WisDOT is to prepare lighting plans for Rose Street as a part of WisDOT's PROJECT. CONSULTANT will coordinate the lighting design of the eagle viewing area as necessary.

1.8.4 Feature Areas

CONSULTANT will perform a site analysis including the preparation of a plan of the sites showing view corridors, orientation, slope and other impacting site features at both the interpretive and day use areas. Natural resources to be interpreted at the site and time of use scenarios and impacts on lighting will also be considered.

CONSULTANT will develop up to three thematic options for each of the two feature areas.

One feature area will be an educational space with multiple displays of text and imagery incorporated with other site elements. The second feature will be a day use area north of the parking/viewing space with hard surface areas with complementary features. Feature areas will be open, non sheltered spaces without structural elements. Construction will be at grade with hard surface areas with complementary supporting materials (wood, stone, boulders, or plastic). Some small modular walls may be part of the design and these walls may be of precast concrete of native stone.

- Educational areas will be designed to complement the pedestal, plaques or other elements relating to the content of the narrative descriptions. Up to five educational components will be developed associated with this feature.
- The day use area will be designed as a stopping point along the trail with seating, table(s), hard surface and possible other complementary features.

Landscape plantings and site grading will be developed to separate the users from the adjacent roadway system and focusing the view to the natural resources. The plantings will reinforce this with overhead tree canopy, elevated berms with naturalized planting.

1.9 Meetings

1.9.1 CONSULTANT will attend up to three meetings with City officials/stakeholders to discuss refinements of the preferred alternative as noted above. It is assumed that the meetings will be held in La Crosse. This effort includes scheduling the meeting, preparing handouts, attending the meeting, and preparing meeting minutes. At the time of these meetings, up to 12 individual interviews of stakeholders will be conducted. Potential stakeholders include:

- City of La Crosse
- Potential users
- Fish and Wildlife Service
- Local resource

1.10 Plans, Specifications, & Estimates

1.10.1 Plan sheets, specifications, exhibits and estimates will be prepared and inserted into the P.S. & E. package for WisDOT's PROJECT to be bid, let, and constructed with WisDOT's PROJECT. The preparation of a separate "stand alone" plan set for the construction of the eagle viewing area is not included within the scope of services of this Agreement and is considered "Additional Services".

1.11 Transportation Project Plat (TPP)

1.11.1 It is anticipated that the proposed eagle viewing area improvements and amenities will be constructed within existing WisDOT right of way. The preparation of a right of way plat or transportation project plat is not included within the scope of services of this Agreement and if required, is considered "Additional Services". The City of La Crosse will be responsible to work with WisDOT for the transfer of ownership of required right of way for the eagle viewing area as necessary.

1.12 Subconsultant Management

1.12.1 The design of the educational components of the eagle viewing area, the content and graphic renderings will be sublet to three separate consultants. The content will be developed by a yet to be determined consultant who will be selected from local sources familiar with the wildlife of the region.

1.13 Construction and Post-Construction Phases

1.13.1 Visits to Site, Observation of Construction, and post construction assistance by the CONSULTANT is not included within the scope of services of this Agreement and if required, is considered "Additional Services".

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.4 Furnishing services of independent professional associates and subconsultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.5 Services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated or if CONSULTANT has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.6 Services during out-of-town travel required of CONSULTANT other than visits to the site or OWNER's office as required by Basic Services.

2.1.7 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

2.1.8 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.9 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for that associated with with the Basic Services).

2.1.10 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services

When required by the Contract Documents in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. CONSULTANT shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Attachment C.

2.2.1 Services in connection with work change directives and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.

3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site, and adjacent areas.

3.4.3 Zoning, deed and other land use restriction.

3.4.4 Other special data or consultations not covered under Basic Services and Additional Services.

3.5 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.7 Furnish approvals and permits from City of La Crosse authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project.

3.9 If OWNER designates a person to represent OWNER at the site who is not CONSULTANT or CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of CONSULTANT and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.10 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, any defect or nonconformance in CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.

3.11 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.12 Bear all costs incident to compliance with the requirements of Article 3.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated October 31, 2013 between the City of La Crosse, WI (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the Project including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 The services called for in Attachment A will be completed as listed below in paragraph 4.6, provided written authorization to proceed is given by OWNER within thirty days after CONSULTANT has signed this Agreement.

4.3 CONSULTANT's services under each item of work shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.5 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.

4.6 The following items of work shall be completed and submitted to the OWNER by the indicated dates:

60% Level Plans	April 1, 2014
Draft P.S. & E.	June 1, 2016
Final P.S. & E.	August 1, 2016
Construction letting	December 13, 2016
Construction	2017 construction season*

*Construction could extend into the 2018 construction season. Construction observation is not included within the scope of services of this Agreement and if required, is considered "Additional Services".

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated October 31, 2013 between the City of La Crosse, WI (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:

5.1.1.1 CONSULTANT's Services. A Lump Sum amount of \$68,979.00

5.1.1.2 Services of Independent Professional Associates and Subconsultants. The independent professional associates and subconsultants to be retained for this project are:

- (a) For sign design sublet to Signia Design the subconsultant's fee is \$15,000.00.
- (b) For rendering design sublet to Faecke Design the subconsultant's fee is \$1,650.00.
- (c) The content of the educational components will be developed by a *yet to be determined* local consultant (estimated effort of \$4,000.00 which is NOT included in below total but will be added to this Agreement at a later date upon approval by the City of La Crosse)

5.1.1.3 Total Contract Amount. The maximum total contract amount pursuant to paragraphs 5.1.1.1 and 5.1.1.2 is \$85,629.00. This amount shall not be exceeded without a written amendment to this Agreement.

5.1.1.4 The Total Contract Amount includes compensation for CONSULTANT's services and services of CONSULTANT's independent professional associates and subconsultants, if any (excluding yet to be determined local consultant per paragraph 5.1.1.2.c). Appropriate amounts have been incorporated in the Total Contract Amount to account for labor, overhead, profit, and Reimbursable Expenses.

5.1.2 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.2.1 Additional Services will be negotiated on a lump sum basis as required.

5.1.3 Amounts Billed.

5.1.3.1 Lump Sum Services. The portion of the amounts billed for CONSULTANT's services which are related to services rendered on a Lump Sum basis will be billed based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

5.1.4 Other Provisions Concerning Compensation

5.1.4.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.0.

5.1.4.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.1.4.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and 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 and expenses.

5.2.3 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.4 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Direct Labor Costs. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

5.3.2 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated October 31, 2013 between the City of La Crosse, WI (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 – GENERAL CONSIDERATIONS

6.1 Owners’s Standard Terms and Conditions

CONSULTANT has reviewed the OWNERS’s “Standard Terms and Conditions” and is unable to accept the Indemnification paragraph (section 15) without modification. The standard boiler plate includes text such as “of whatsoever kind, character or nature arising before, during, or after” and “negligence, whether active or passive” which exposes CONSULTANT to liability for work outside of their control.

The attached "Standard Terms and Conditions" has been edited to reflect the minimum changes to the boiler plate language that would be acceptable to CONSULTANT. Upon approval of this Agreement, it is expected that the attached “Modified “Standard Terms and Conditions” will apply to the services and are incorporated into this proposal by reference.

6.2 Additional Considerations

6.2.1 Opinions of Probable Cost. Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in Attachment A.

6.2.2 Reuse of Documents. All documents including Drawings and Specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

6.2.3 Electronic Files

6.2.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

6.2.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

6.2.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

6.2.4 Betterment. If, due to CONSULTANT's negligence, a required item or component of the project is omitted from the construction documents, CONSULTANT's liability shall be limited to the reasonable cost of correction of the construction, less what OWNER's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated October 31, 2013 between the City of La Crosse, WI (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$ 100,000
Disease, Policy Limit:	\$ 500,000
Disease, Each Employee:	\$ 100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$ 1,000,000
Products-Completed Operations Aggregate:	\$ 1,000,000
Personal and Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$ 1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

Modified STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this section titled "Standard Terms and Conditions" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.
2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.
3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.
4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.
5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.
6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingencies set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.
7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.
8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of this Agreement by the Contracting Party, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined.
9. **TERMINATION FOR CONVENIENCE.** La Crosse may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.
10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.
11. **DELAYS.** If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.
12. **OPINIONS OF COST.** Any opinion of costs prepared by La Crosse is supplied for general guidance of Contracting Party only. La Crosse cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.
13. **USE OF LA CROSSE PROPERTY.** Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.
14. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:
 - 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
 - 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
 - 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
 - 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
 - 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, La Crosse shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The City of La Crosse, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with La Crosse, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide La Crosse with a thirty (30) day notice prior to termination or cancellation of the policy. La Crosse reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.
15. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of ~~whichever kind, character or nature whether arising before, during, or after~~ completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any ~~act, omission, fault, or negligence, whether active or passive~~ of Contracting Party, or of anyone acting under its direction or control ~~on its behalf in connection with~~ or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

negligent act
- Contracting Party shall reimburse La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. ~~Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers.~~
16. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of La Crosse have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.
17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.
18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.
19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.
20. **NOTIFICATION.** Contracting Party shall:
 - (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify La Crosse in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
 - (2) Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
 - (3) Notify La Crosse, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.
21. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

Summary	DIRECT LABOR HOURS										Total Hours	DIRECT EXPENSES													SUBS DOLLARS		SUMMARY TOTAL DOLLARS		%			
	Project Manag	Engineer 3	Engineer 2	Engineer 1	Sr. Design Tec	Tech II	Landscape Arch	Clerical	Contract spec			Employee Vehicle Mileage	Company Vehicle Mileage	Meals Breakfast	Meals Lunch	Meals Dinner	Lodging	Company Boats	Nuclear Density	Traffic Counter			Total Station	Field Supplies	Total Direct Expenses	Subconsultant Costs	Total Labor	Total Estimate	Hours	Dollars		
1 Administration	740	24	-	-	-	-	-	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,316	4,181	5%	5%		
2 Reports	748	-	-	4	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	161	510	1%	1%			
3 Environmental	767	1	-	1	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	102	323	0%	0%			
4 Agency Coordination	746	1	-	2	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	158	503	1%	1%			
5 Utility & Railroad	746	-	-	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59	189	0%	0%			
6 Public Involvement	743	8	-	-	-	8	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	966	3,069	5%	4%			
7 Survey	729	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
8 Soils Investigation	644	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
9 Roadway design	741	9	4	15	18	49	78	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,844	15,391	27%	18%			
10 Viewing Area and amenities	1001	-	-	16	-	76	-	86	-	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16,650	6,972	38,800	29%	45%			
11 Lighting	742	-	24	42	-	42	-	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,952	12,555	17%	15%			
12 PS&E	1002	6	12	10	8	-	4	-	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,580	5,020	7%	6%			
13 Meetings	794	18	-	-	-	4	4	12	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	192	-	1,541	5,088	6%	6%			
14	745	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
15	747	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
16	773	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
17	267	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
18	785	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
19		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
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25		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTALS		67	40	91	27	179	106	100	25	12	-	-	-	-	-	-	-	-	-	-	-	-	-	192	16,650	21,650	85,629	100%	100%			
		10%	6%	14%	4%	28%	16%	15%	4%	2%																						

STATEMENT OF WORK

Eagle Viewing Area Identification and Education Station

Signia Design understands how a well planned educational program can deepen our awareness, understanding and personal relationships with our natural surroundings. This is a very exciting opportunity for our team to develop informative and attractive design solutions for these Eagle Viewing stations in support of Aryes Associates overall project objectives.

Research, data collection and composition of written materials that describes the various aspects of eagles and their environment will be completed under the direction of Ayres Associates. Signia Design's team will compose layouts that will present the information in an organized, attractive and logically prepared series of five education panels.

The following work plan outlines expected design, management and review items needed to complete the project successfully. Reference to the Client indicates the decision-making parties with the City of LaCrosse. Reference to the "design team" indicates the Environmental Graphic Designers, Project Manager, Specification Writer, and Planning Engineers, assembled by Ayres Associates to design and assemble the content and form of the educational stations.

Phase 1 - Design Process

Meet with key research and design team members. Collect relative information from team members for reference during the design process such as general history, use assessment, reference plans, programming scenarios, design team and client responsibilities, timetables, etc.

Review overall viewing area uses, traffic patterns and proposed station locations and access. Review entrance identification needs and conditions, image criteria desired identity, character of surroundings, seasonal features and relationship to surroundings.

Research and define educational resources. Review intentions of program with the authors of the displays written content. Define the types and form of images needed to support categories or blocks of information to be posted

Determine "mix" of elements: formats, content, media, methods, placement, scale and the importance of each. Review materials and technology; forms, image production, placement, durability, modularity and specific material options.

Prepare formatted display of educational panel layouts. Prepare three distinctly different concepts for consideration. Concepts will include typical text and images placed for position only while providing reference to scale, layout, texture, color and image treatments.

Prepare optional layouts for the roadway identification sign to the Eagle Viewing Area.

Present concept drawings and supporting materials to the Client for review and comment. Include preliminary costs as well as material samples of specific products to be incorporated in each concept.

Confirm the selected, approved conceptual design for both the educational viewing stations and the identification sign. Make refinements to the selected concepts as noted during the review process.

Phase 2 - Detail Refinements

Refine the layouts of five education panels as necessary through the text assembly and editing process. Review the value of image selections considering both graphic appeal and educational content.

Provide the design team with a final layout for the site identification sign. Note size and specifications for construction.

Submit preliminary schematic layout designs to the Client for review and feedback. Renderings will show each information panel with completed text and proposed graphics.

Confirm the selected, approved conceptual design for both the each educational viewing station. Make refinements to the selected concepts as noted during the review process.

Prepare high-resolution master artwork for each of the five education panels and submit a copy to the Client for their records.

Fees

A fixed fee or fee estimated not to exceed a specified amount is a calculation of time estimated to complete the services specified in the arrangement during normal working hours. Any revisions or additions to the services described in this agreement shall be billed as additional services not included in any fee specified above.

Project Tasks	\$ Total
Phase 1 Design Process	\$12,000.00
Phase 2 Detail Refinement	\$3,000.00
Total \$	\$15,000.00

Additional expenses may be determined necessary. These would include but are not limited to; sign display prototyping, to-scale renderings of panel layouts, custom illustration, extensive photo editing, vendor production and installation management.



Proposal for Services

Date: October 30, 2013

From: Jim Faecke

Project: LaCrosse Eagle Viewing Area

To: Phil Johnson, Landscape Architect
Ayres Associates
3433 Oakwood Hills Parkway
Eau Claire, WI 54701-7698
P 715-834-3161

Phil,

Thank you for your request for this proposal. Based on information delivered via email, the following is my understanding of the scope of work and proposed cost of illustration services requested in support of your LaCrosse Eagle Viewing Area project.

Scope of Work

1. It is my understanding that one watercolor illustration is requested. The line art for the illustration is to be based on a rough 3D digital model of the LaCrosse Eagle Viewing Area which I will provide. The model will be based on design information forwarded by Ayres Assoc.
2. View specific site photography is to be provided by Ayres Associates (AA). Specific view point is not yet determined; viewpoint is to be review and approval by AA.
3. Ayres Associates will review and approve preliminary line art prior to the start of final line and/or color work.
4. Delivery date of the color illustration is yet to be determined. Timeframe for completion of the work is expected to be three weeks from delivery of all necessary design information.
5. The final color illustration is to be delivered to the AA offices in the form of electronic files. Printing cost have not been included in this proposal.

Cost

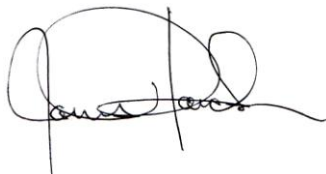
Proposed cost for illustration services, as described above, is to be \$1650.00

Standard Terms and Conditions

1. Payment:
 - a. All payments are to be 30 day net
 - b. Illustration Services for projects extending for more than one month may be invoiced using monthly progress billings for work completed to date.
2. Additional Cost:
 - a. Significant changes in design to elements of the image requiring additional reviews or submittals may result in additional cost. One round of preliminary review is considered standard.
 - b. Delays in progress due to untimely client reviews or delayed delivery of necessary project information may result in added cost.
 - c. Changes to view point selection once hand drawing (preliminary line art) has begun will result in additional cost.
3. Copyright:
 - a. All images are copyrighted to James Faecke, LLC. Original art work is the property of James Faecke, LLC and will be archived at our studio.
 - b. Use of images in support of the project for which the image is commissioned is granted. This includes all design, review and project promotion uses such as, marketing and fundraising. Collateral use of images, such as sale of printed images for profit, is not allowed.
4. This proposal is valid for 30 days after the date of issue.

If you are in agreement with the information outlined above, please sign, date and email a copy of this proposal to me at your earliest convenience. Thank you.

Sincerely,



James Faecke

Phil Johnson

Date