



May 9, 2024

Betsy Abert
The Friends of Grant Park
The Park People of Milwaukee County Inc.
Falk Park Pavilion
2013 W. Rawson Ave.
Oak Creek, WI 53154
betsyacorn@gmail.com
414-531-9249

Re: Seven Bridges Area at Grant Park Site Assessment and Restoration Plan for Grant Applications

Dear Betsy,

We are very excited about the conservation work at the heart of the Friends of Grant Park mission and feel deeply connected to the ethereal magic of the ravine project area. Thank you for the opportunity to provide you with this proposal to develop a Restoration Master Plan for the Seven Bridges Hiking Trail area of Grant Park.

This project scope is truly aligned with our team's capabilities to prioritize restoration efforts while designing opportunities for people to connect to these unique ecological areas through recreation and social events. In teaming with Geosyntec, we will combine our planning, design, and engineering expertise, enabling a comprehensive restoration approach. This project allows a symbiotic partnership, as our Project Team holds a personal passion for continuing our work to enhance the Milwaukee area public parkland.

For your review, we have enclosed our scope of work based on our understanding of your request for services. We are confident we will be able to provide a process and outcome that will exceed your needs to improve the health and usability of the ravine area. We see the value and importance of creating a sustainable design for the Seven Bridges Hiking Trail that honors historic elements, provides a community recreation and educational space, enhances ecological conditions, and allows this site to remain a highlight in the region for ravine habitat visitors.

Please call with any questions regarding this proposal and supporting documents.

Sincerely,

Stacey Libra

Stacey Libra
m: 810-923-6582
slibra@indigoecological.com

Jenna Andresen

Jenna Andresen
m: 515-460-5628
jandresen@indigoecological.com

PROJECT UNDERSTANDING

The Friends of Grant Park (FoGP) is a separate operating entity from the Milwaukee County Parks (MCP) Department, however, the MCP Engineering and Architecture division would need to provide review and approval of all improvement projects. The Park People of Milwaukee County acts as the fiscal agent for FoGP and ensures costs for all phases of the project will be covered. FoGP plans to submit the scope of this proposal within the upcoming project initiation process with MCP, due May 13, 2024.

We understand Grant Park is visited by many and overlooked to the point where some of the park's most alluring and sensitive natural features are at risk. An increase in park visitation during the height of the COVID pandemic spurred many of these new problem areas due to park infrastructure being overwhelmed, especially in the Seven Bridges Hiking Trail area (refer to Figure 1), which is now in desperate need of attention. Spot repair work will not provide sufficient protection for this delicate ecosystem. Addressing the entire area to design a holistic plan to manage the causes of erosion and ecosystem degradation will better help position the park to pursue grants that can provide comprehensive restoration.

FoGP is looking to leverage current resources to tackle larger restoration efforts with grant funding. As part of that process, we propose developing a Restoration Master Plan for the Seven Bridges Hiking Trail ravine area. The Restoration Master Plan will analyze existing conditions of the ravines and the surrounding vegetation including environmental conditions, make technical approach recommendations to resolve hydrology and vegetative issues, and explore opportunities to improve or limit trails to provide ample access while keeping visitors from trampling vegetation and denuding slopes.



Figure 1 Seven Bridges Hiking Trail Priority Restoration Area

PROJECT APPROACH

Our Project Team has been formed to support this complex scope. Geosyntec has a local presence with an office in downtown Milwaukee. Previously, we have collaborated on multi-faceted projects that require various professions to work closely together to attain the best possible outcome. Staff from both Indigo and Geosyntec are well-versed in the hydrology, soils, and flora of the Lake Michigan shoreline, ravines, and southeastern Wisconsin ecoregion.

The Project Team understands the Friends of Grant Park's objectives discussed during the site visit, as the outcome of the concept planning opportunities and cost models will augment the capital campaign for restoration efforts for the site.

We will listen, actively engage, and involve members of the Friends of Grant Park and Milwaukee County Parks Department Staff. An open process that seeks to understand, discover, and inform will be key in laying a foundation for future restoration improvements through fundraising and grants.

At Indigo, we enjoy developing professional relationships with clients, often resulting in long-term connections. As we see the opportunity for involvement in future phases of final design and implementation, we are committed to both client satisfaction and creating thoughtful and functional ecological restorations to ensure successful implementation.

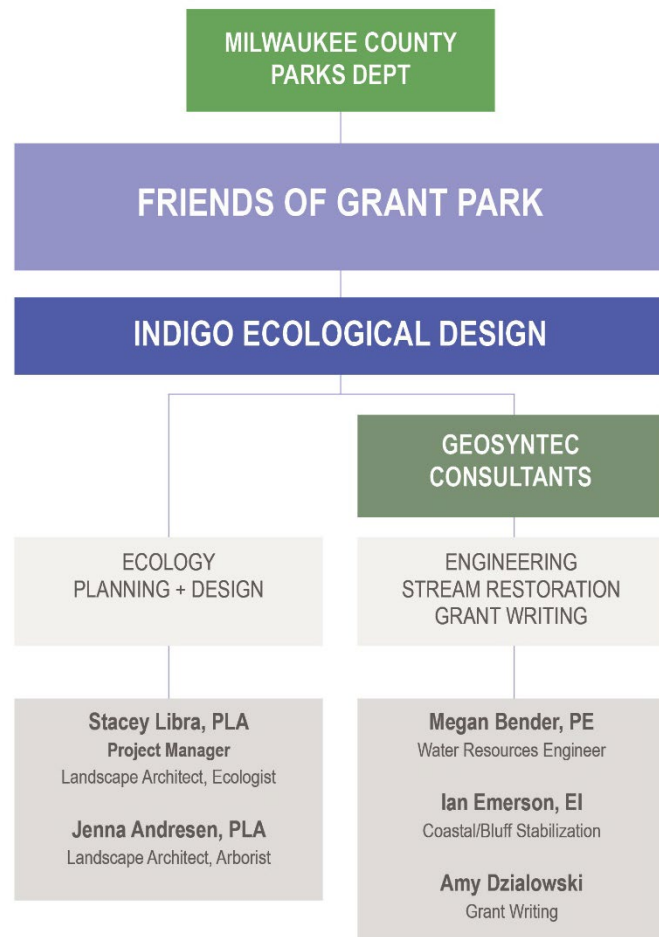


Figure 2 Project Team Organizational Chart

SCOPE OF SERVICES

Indigo will conduct a site assessment, develop a restoration map with project descriptions, and prepare grant applications for the Seven Bridges Hiking Trail area of Grant Park. The anticipated scope of services includes the following tasks.

Task 1: Grant Research

The Project Team will research applicable open and upcoming grants that fit the Grant Park restoration scope. We will identify application requirements for recommended grants and discuss our findings with FoGP. Based on our conversation, we will suggest grants to pursue based on overall fit, need for

matching funds, chance of success, and timing. The tasks described below will be focused on meeting the application requirements of up to two selected grants.

Deliverables:

- List of potential grants with application requirements
- Grant review meeting (virtual)

Task 2: Kick-off and Site Assessment

The Project Team will compile background information to inform the proposed restoration approach and grant applications.

1. Attend an initial kick-off meeting with FoGP and Milwaukee County Parks to gather all available base data and identify goals, opportunities, constraints, and schedule considerations (virtual).
2. Develop a base map with compiled information.
3. Site assessment. Locate areas of concern, analyze site conditions and causes of impairment, and develop proposed restoration opportunities. Based on our site visit on April 18, we identified the following issues that will likely be included:
 - Eroded slopes/bluffs,
 - Eroded stream banks,
 - Widened trails with vegetation loss,
 - Areas of non-native and invasive species,
 - Stairs in disrepair,
 - Leaning walls,
 - Damaged bridges or bridge foundations threatened from erosion,

Deliverables:

- Kick-off meeting (virtual)
- Site Photographs
- Summary of data

Task 2: Restoration Map and Project Descriptions

Our project team will create a restoration map identifying activities to improve water quality, protect and restore ecosystems, and enhance the recreational experience within the Seven Bridges area of Grant Park. Identified tasks will align with selected grants to maximize the chance of a grant award.

For the Restoration Map and Project Descriptions, we will identify opportunities which may include:

- Ravine stream restoration
- Slope/bluff stabilization
- Trail infrastructure (like walls, steps, boardwalks, regrading, surfacing, and fencing/vegetation to keep people and vehicles on trails)
- Vegetative woody and herbaceous cover
- Educational and directional signage

Key sections to be included in each identified restoration category and/or project description are:

1. Project Name

2. Summary Description of Impairment
 - Site photos
 - Site-specific description as well as contextual relevance (interconnectedness to other areas)
 - Identifying elements of biodiversity impacted
 - Implications if left unattended
3. Proposed Description of Restoration Activity/Project
 - Project area,
 - Methods and materials needed to execute the work,
 - Anticipated permitting requirements,
 - Opinion of probable cost (OPC)

Deliverables:

- Restoration Map with Project Descriptions (digital PDF or Word document)
- Plan review meeting (Virtual)
- Revisions to plan based on one round of comments

Task 4: Grant Applications

The Project Team will utilize the Restoration Master Plan to help prepare up to two grant applications as selected in Task 1 on behalf of FoGP. Grant administration is not included in this task.

Deliverables:

- Two completed grant applications

Task 5, Optional: Before & After Rendering

Indigo can create “before and after” renderings utilizing existing site photos overlaid with proposed restoration concepts in a photorealistic style. These graphics can support grant applications by enhancing reviewers’ understanding of the project concept and intended outcome.

Deliverables:

- Digital rendering image file.

FEE

The Client shall compensate Indigo for the services described above in Tasks 1-4 and in accordance with the attached Standard Terms and Conditions for a lump sum fee of \$12,500.

Before & After Renderings as described in Task 5 can be completed for an additional fee of \$1,000 each.

Fees include reimbursable expenses.

SCHEDULE

The Project Team is prepared to execute and complete services outlined in this proposal as determined with the Client.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by Indigo (if given verbally), and the work commence upon Client approval of an estimated fee for that effort in accordance with the attached Rate Sheet.

ATTACHMENTS

Please find attached:

- Standard Terms and Conditions
- Indigo Rate Sheet

Signature on Next Page

ACCEPTANCE:

In signing below, each party agrees to abide by all terms and conditions presented in this Agreement and the defined contents. Work will begin upon receipt of the applicable deposit and this signed authorization.

****PLEASE SIGN AND RETURN to Indigo Ecological Design, LLC.** An executed contract containing both signatures will be returned to you. This Agreement is not binding upon Indigo Ecological Design until executed by an officer of Indigo Ecological Design.

Indigo Ecological Design, LLC

Signature:	Date:
Name:	
Title:	
P.O. Box 26	
Algonquin, IL 60102	
Phone: XXX-XXX-XXXX	
Email:	

Client:

Signature:	Date:
Name:	
Title:	
Company:	
Address:	
City, State, Zip:	
Phone:	
Email:	

Billing Address:

<input type="checkbox"/> Mark if same as above.
Company:
Name:
Title:
Address:
City, State, Zip:
Phone:
Email:

NOTES:

1. This Agreement summarizes the information contained in the proposal and is necessary for acceptance of the contract. Along with the attached documents, including the Standard Terms and Conditions, this summary and signature page will define and govern the contract.
2. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Standard Terms and Conditions

1. **Term and Termination.** These Terms and Conditions apply to the attached agreement and any subsequent agreements or changes to existing agreements for services between Indigo Ecological Design, LLC (hereafter Indigo) and the Client as defined in the agreement. Together these documents and any attachments constitute the Agreement.

- 1.1. **Termination.** Either party may terminate this Agreement, in whole or in part, at any time upon no less than fifteen (15) days written notice to the other party. In addition, Indigo shall have the right to suspend its provision of Services in the event Client defaults in timely payment for Services.
- 1.2. **Payment Upon Termination.** In the event of termination, all previous unpaid invoices submitted by INDIGO to Client will be due and payable. Indigo will also be paid, under the terms of the Agreement, for any and all work performed and/or completed, and expenses incurred between the time period covered by the most recent invoice and the date of termination. Additionally, Indigo will be reimbursed on a time-and-expenses basis at Indigo's standard rates for all reasonable termination expenses including: the cost of completing analyses, records, and reports necessary to document job status at the time of termination.
- 1.3. **Transition Period.** In the event that this Agreement is terminated by either party, Client may require Indigo to continue any or all activities as described in the Agreement to allow for a reasonable transition period. This work would be conducted under the terms of this Agreement, which will remain in force until the transition period is completed.

2. **Invoicing and Payment.**

- 2.1. **Invoicing/Payment Term.** Indigo shall invoice Client for Services performed on a periodic basis, usually monthly. Upon receipt of an invoice from Indigo, Client shall have thirty (30) days from the date of the invoice to pay the amount due, or to notify Indigo in writing of a bona fide dispute asserted in good faith as to one or more of the invoiced items. Unless otherwise provided, all Services, equipment, and materials furnished by Indigo shall be at the rates specified in Indigo's Rate Schedule, attached hereto as **Exhibit A** and incorporated by reference herein. The Indigo Rate Schedule may be modified by Indigo by written notice to Client. Deposits paid according to the terms above will be applied to the final invoices under this Agreement.
- 2.2. **Taxes.** All charges are net of any applicable taxes (except income and payroll taxes). Any additional costs due to applicable taxes will be reimbursed by Client. Sales tax, if applicable, will be added upon invoicing.
- 2.3. **Currency.** All fees are stipulated in U.S. Dollars and must be paid to Indigo in U.S. Dollars.
- 2.4. **Method.** Payments to Indigo shall be made via Automated Clearing House (ACH) to Indigo's bank account using the information below. Please include invoice number(s) in remittance correspondence. If unable to make payments via ACH, checks made payable to "Indigo Ecological Design, LLC" can be mailed to P.O. Box 26, Algonquin, IL 60102. Please indicate the Indigo invoice number(s) in check memo.

Bank Name: **Chase Bank**
Bank Address: **455 S. Rand Rd., Lake Zurich, IL 60047**
Routing Number: **071000013**
Checking Account Number: **855656036**

3. **Liens.** Indigo reserves the right to place or file liens on the Client's property if payment for work or Services performed is not made in a timely fashion, subject to compliance with applicable laws. Advance notices of lien rights with respect to an applicable project may be provided as an attachment to this Agreement.

4. **Confidentiality.**

- 4.1. **Definition and Exceptions.** For purposes of this Agreement, information shall be considered confidential if it is of a type generally understood to be confidential, or if the disclosing party specifically notifies the recipient party in writing, whether by labeling materials reflecting such information as "CONFIDENTIAL" or otherwise unambiguously informing the recipient party (hereinafter, "Confidential Information"). Such Confidential Information includes, but

is not limited to, research, product plans, products, services, customers, markets, ideas, concepts, discoveries, techniques, specifications, methodologies, models, flow charts, data, software, developments, inventions, processes, designs, drawings, marketing plans, sales information, and financial information, and any information that constitutes a trade secret under the Uniform Trade Secrets Act or similar laws. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is already known to the recipient as shown by written records in its possession at the time such information is received; (ii) is already part of the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of the recipient; (iii) is obtained on a non-confidential basis from a third party who lawfully disclosed the same to the recipient; or, (iv) is independently developed by an employee or consultant of the recipient who had no knowledge of or access to the information.

- 4.2. **Nondisclosure of Confidential Information.** During the term of this Agreement and for a period of three (3) years following termination, each party agrees to keep Confidential Information provided to such party by the other party in strict confidence and not to use any such Confidential Information other than in connection with the transactions contemplated by this Agreement, without the prior written consent of the other party. In addition, each party agrees not to misappropriate or threaten to misappropriate any trade secret information received, or any part thereof, for as long as such information remains a trade secret. Notwithstanding the foregoing, this Agreement shall not apply to the extent that information is subpoenaed or otherwise required by law to be disclosed by the recipient party, provided the recipient party shall use its best efforts to inform the disclosing party of any demand for such disclosure as soon as such demand is made, in order to allow the disclosing party the opportunity to seek protective relief.
- 4.3. **Use of Project Information.** Client agrees that Indigo may use Client's name and a general description of projects as a reference for other prospective clients, provided that no Confidential Information is disclosed.

5. **Ownership of Work Product.**

- 5.1. **Work Product.** All drawings, specifications and other documents and electronic data furnished by Indigo to Client under this Agreement ("Work Product") are deemed to be Instruments of Service, and Indigo shall retain the ownership and property interest therein, including the copyrights thereto.
- 5.2. **Client's Limited License.** Upon Client's payment in full for all work performed under this Agreement, Indigo shall grant Client a limited license to use the Work Product in connection with Client's occupancy or possession of the applicable project, and the drawings, specifications and other documents prepared by Indigo for the project may be retained by Client. Client may make changes, additions, and deletions to the applicable project design, in whole or in part, conditioned on Client's express understanding that such use of the Work Product is at Client's sole risk and without liability or legal exposure to Indigo.
- 5.3. **Use.** Any documents generated by Indigo are for the exclusive use of Client. Any use by third parties or use beyond the intended purpose of the document will be at the sole risk of Client unless otherwise agreed upon by Indigo in writing. If Client uses the design materials on any project other than the Project for which it was developed (a "Subsequent Use"), Client agrees that it shall do so at its sole risk and without liability or legal exposure to Indigo. Client further agrees that it shall defend, indemnify and hold harmless Indigo from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, arising out of or resulting from such Subsequent Use.

6. **Insurance.**

- 6.1. **Coverage.** Indigo will carry commercial general liability insurance, and professional liability insurance at \$1,000,000 per occurrence and \$2,000,000 in aggregate. Upon written request of the Client, Indigo will furnish Certificates of Insurance indicating the required coverages and conditions.
- 6.2. **Waiver of Subrogation.** To the extent possible, any of the parties' insurance policies provided under the provisions of this Agreement, or which may be used in relation to this Agreement, shall contain waivers of subrogation in favor of the other party, by endorsement or otherwise, it being the intent of the parties that the insurance policies shall protect both parties. The parties release each other from liability covered by the insurance for which subrogation is waived.

- 6.3. **Additional Coverage.** Upon advance written notice, Indigo shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Client in connection with the ongoing nature of operations and changes in exposure, but only to the extent the insurance is commercially available, and provided Client pays the cost of said coverage.
- 6.4. **Notice of Cancellation.** The above-required insurance shall be maintained by Indigo during the term of this Agreement, and shall not be canceled, altered, or amended by indigo without thirty (30) days advance written notice to Client.
7. **Limitation of Liability.** With respect to any claim covered pursuant to the terms and conditions of Indigo's liability insurance policies carried pursuant to this Agreement, Client agrees that Indigo's total liability for acts, omissions, or damages, shall not exceed the available limits of coverage as set forth in such insurance policies.

Notwithstanding any other term of this Agreement to the contrary, in no event shall Indigo, (or its employees, agents, successors, or assigns) be liable to Client or any third party claiming through Client for indirect, special, incidental, consequential, exemplary, or punitive damages of any nature (including damages for loss of revenue, profits, business interruption, loss of business information, loss of capital, loss of technology, loss of data, increased costs of operation, litigation costs and the like) whether based upon a claim or action in contract, tort (including negligence), or any other legal or equitable theory, in connection with the supply, use or performance of the Services provided by Indigo to Client, regardless of whether Indigo has been advised of the possibility of such damages or such damages were reasonable foreseeable.

8. **Indemnification.**

- 8.1. **Indigo's Indemnification of Client.** To the fullest extent permitted by law, Indigo shall indemnify and hold harmless the Client, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of Indigo, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.
- 8.2. **Client's Indemnification of Indigo.** To the fullest extent permitted by law, Client shall indemnify and hold harmless INDIGO, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Client, its subcontractors (other than Indigo), anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.
9. **Independent Entities.** Client and Indigo are independent entities, and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.
10. **Dispute Resolution.**
 - 10.1. **Direct Discussion.** If a dispute arises out of or relates to this Agreement or its breach, the parties shall use good faith efforts to settle the dispute through direct negotiation.
 - 10.2. **Project Status During Dispute.** If the dispute does not result in the termination of the Agreement, INDIGO shall continue providing Services during all dispute resolution proceedings. Client shall continue to make payments in accordance with this Agreement, except with respect to amounts in dispute in accordance with Section 2.
 - 10.3. **Mediation.** If the dispute cannot be settled through direct negotiation, except with respect to a matter involving payment of an invoice, the parties shall engage in mediation prior to entering into litigation and shall endeavor to resolve the dispute through the involvement of a neutral mediator. The Construction Industry Mediation Rules of

the American Arbitration Association shall govern this process unless otherwise agreed. The costs of any mediation proceeding shall be shared equally by the parties. No legal action will be filed until mediation has concluded.

11. **Standard of Care.** All Services provided by Indigo shall be performed by appropriately qualified personnel, properly licensed whenever required, and shall meet all standards of industry skill, care and judgment ordinarily expected in the locality where the Services are provided.

12. **Time for Performance.**
 - 12.1. Indigo's Services will be performed according to the schedule specified in the Letter Agreement or related Attachments approved by Client and Indigo and incorporated into this Agreement.

 - 12.2. If the Services to be performed by Indigo are interrupted, disrupted, suspended, or delayed for any reason beyond the reasonable control of Indigo, the schedule of work and the date for completion will be adjusted accordingly. Indigo will be compensated for all reasonable increased costs resulting from such interruption, disruption, suspension, or delay.

13. **Miscellaneous.**
 - 13.1. **Entire Agreement.** This Agreement and any Attachments which are or may be made a part thereof, constitute the entire agreement between the parties regarding the subject matter thereof, and all agreements, representations, promises, inducements, statements and understandings, made prior to or contemporaneous with this Agreement, written or oral, are superseded by this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the parties hereto. No other act, document, usage or custom shall be deemed to modify this Agreement.

 - 13.2. **Governing Law and Jurisdiction.** This Agreement shall be deemed to be an Agreement made under the laws of the State of Illinois, and for all purposes it, plus any related or supplemental exhibits, schedules, documents, or notices, shall be construed in accordance with and governed by the laws of such state. Both parties agree that the federal and state courts located in Illinois are an appropriate venue for any dispute between the parties, and both parties hereby submit to the jurisdiction of such courts. **CLIENT AND INDIGO WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE BETWEEN THE PARTIES.**

 - 13.3. **Construction / Headings.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

 - 13.4. **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, if either party is prevented from performing any of its obligations hereunder by laws, orders, regulations or directions of any government having jurisdiction over the parties hereto, or any department, agency, corporation or court thereof, or by war, act of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes of like or different kind beyond the reasonable control of either party, then such party shall be excused from any failure to perform any such obligation to the extent such failure is caused by any such law, order, regulation, direction or contingency.

 - 13.5. **Severability.** Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

 - 13.6. **Notices.** All notices pursuant to this Agreement shall be in writing and shall be given by certified mail or personal delivery (including overnight mail by private carrier) to the address set forth on the signature page to this Agreement, or to such other address as may be subsequently provided by written notice given in accordance with this section. Such notices shall be deemed given when delivered (including by overnight mail by private carrier) or, if by mail, effective when deposited in the U.S. Mail certified with return receipt requested, postage prepaid.

 - 13.7. **Attorneys' Fees.** In the event either party shall be the prevailing party in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin the other party from

violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and related expenses, including attorneys' fees, in connection with bringing and maintaining any such action.

- 13.8. Successors and Assignees. This Agreement will be binding on Indigo and Client, and their successors, trustees, legal representatives, and assigns. Neither party may assign or transfer any rights, responsibilities, or interest in this Agreement without the written consent of the other party and any attempt to do so without such consent may be void, provided, however, in the case of an assignment by Indigo to an affiliate controlled by or under the common control of Indigo, Client's consent will not be unreasonably withheld. Nothing in this section will prevent Indigo from employing subcontractors or subconsultants to assist in the performance of Services under this Agreement.
- 13.9. Waiver. The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement, or the waiver by either party of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
- 13.10. Survival. All obligations of Client regarding amounts owed to Indigo and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.
- 13.11. Exhibits and Attachments. All Exhibits and Attachments are incorporated and made part of this Agreement for all purposes.
- 13.12. Counterparts / Signatures. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT A

INDIGO RATE SCHEDULE

PROFESSIONAL TITLE	RATE
Principal Landscape Architect/Ecological Designer	\$ 125.00 – 160.00/hour
Landscape Architect	\$ 100.00 – 120.00/hour
Landscape Designer	\$ 90.00 – 100.00/hour
Clerical	\$ 60.00/hour

EXPENSES

Travel	
Automobile Travel	\$ 0.67/mile*
Public Transportation	Cost + 15%
Subsistence and Lodging	Cost + 15%
Subconsultants	Cost + 15%
Outside Printing Costs	Cost
Specialty Mailing Services	Cost
Miscellaneous	Cost

*Current IRS standard mileage rate; mileage rates are subject to change based on Federal Governmental Standards.