



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING AGENDA

**Thursday, August 27, 2026
4:00 PM**

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, August 27, 2026 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

APPROVE MINUTES

- [1.](#) Consider approval of minutes from the August 13, 2026 regular meeting.

APPROVE CLAIMS

- [2.](#) Consider approval of claims in the amount of \$480,879.46.

BUSINESS

- [3.](#) Consider approving an amended version a professional services agreement with Lane Design Group for the preparation of a Downtown Pedestrian Wayfinding Plan.
- [4.](#) Consider approval of a proposal from Bruan Intertec for professional service in connection with the preparation of a hazardous material survey.

UPDATES

ADJOURN

MEMBERS & TERMS

Molly MacGregor - 12/31/2026 Council Representative

Tom Sutherland - 12/31/2026 Council Representative

Wayne Bruns - 3/1/31

Sholom Blake - 3/1/31

Al Hodnik - 3/1/27

Bill Martinetto - 3/1/29

Jean MacDonell - 3/1/30



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, August 13, 2026
4:00 PM

CALL TO ORDER

President Blake called the meeting to order at 4:00 p.m.

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
President Sholom Blake
Commissioner Bill Martinetto
Commissioner Molly MacGregor

ABSENT

Commissioner Wayne Bruns
Commissioner Jean MacDonell
Commissioner Tom Sutherland

STAFF

Rob Mattei
Will Richter
Aurimy Groom

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

Approved without addition.

APPROVE MINUTES

1. Consider approval of minutes from the July 23, 2026 regular meeting.

Motion by Commissioner Hodnik, second by Commissioner Martinetto to approve minutes from the July 23, 2026 regular meeting. The following voted in favor thereof: MacGregor, Martinetto, Blake, Hodnik. Opposed: None, motion passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$128,532.90

Motion by Commissioner MacGregor, second by Commissioner Blake to approve claims in the amount of \$128,532.90. The following voted in favor thereof: Hodnik, Blake, Martinetto, MacGregor. Opposed: None, motion passed unanimously.

BUSINESS

3. Consider approval of a quote from TNT Construction for the removal of fertilizers and related, residual, stored products at 900 NW 4th St.

Staff solicited quotes for the removal of the fertilizers and other materials at the former Itasca County Farm Service building. Two quotes were received with TNT Construction having the low bid at \$29,500.

Motion by Commissioner Hodnik, second by Commissioner MacGregor to approve a quote from TNT Construction for the removal of fertilizers and related residual stored products at 900 NW 4th Street. The following voted in favor thereof: MacGregor, Martinetto, Blake, Hodnik. Opposed: None, motion passed unanimously.

4. Consider the adoption of a resolution approving the acquisition of certain property owned by Cargill & Steffenson Properties, LLC and approving a Purchase Agreement

The purchase of this strip of land to the north of the former Ben's Bait will help with the redevelopment of the site. The purchase price is \$61,347 with a post closing escrow of \$6,000 for repair of the parking lot if there was damage caused during demolition.

Motion by Commissioner MacGregor, second by Commissioner Martinetto to adopt resolution 26-12 approving acquisition of certain property owned by Cargill & Steffenson Properties, LLC and approving a Purchase Agreement. The following voted in favor thereof: Hodnik, Blake, Martinetto, MacGregor. Opposed: None, motion passed unanimously.

5. Consider adopting a resolution authorizing internal loan for advance of certain costs in connection with a tax increment financing district for property located at 533 NW 4th St (Cargill Purchase).

This resolution allows for the city or GREDA to reimburse itself should it incur costs related to future TIF district up to an amount of \$70,000.

Motion by Commissioner Hodnik, second by Commissioner MacGregor to adopt resolution 26-13 authorizing an internal loan for advance of certain costs in connection with a tax increment financing district for property located at 533 NW 4th Street. The following voted in favor thereof: MacGregor, Martinetto, Blake, Hodnik. Opposed: None, motion passed unanimously.

UPDATES

Former Farm Co-op- The testing plan has been approved and staff is working with BNSF on a lease that has expired.

Elevation Apartments- The TIF has been approved and the developer is hoping to close in early September.

Tractor Supply Company- The permit has been issued it will be a 22,000 sq ft building with a total construction cost of 4.3 million.

ADJOURN

MEMBERS & TERMS

Molly MacGregor - 12/31/2026 Council Representative

Tom Sutherland - 12/31/2026 Council Representative

Wayne Bruns - 3/1/31

Sholom Blake - 3/1/31

Al Hodnik - 3/1/27

Bill Martinetto - 3/1/29

Jean MacDonell - 3/1/30

**GRAND RAPIDS EDA BILL LIST - AUGUST 27, 2026
DEPARTMENT SUMMARY REPORT**

EDA

BOLTON & MENK, INC	\$	44,242.59
BRAUN INTERTEC	\$	4,714.75
GRAND RAPIDS DOWNTOWN ALLIANCE INC	\$	47,312.00
KUTAK ROCK LLP	\$	6,987.00
THE TITLE TEAM	\$	10,000.00
TNT CONSTRUCTION GROUP LLC	\$	365,319.02

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$ 478,575.36

CHECKS ISSUED-PRIOR APPROVAL

PUBLIC UTILITIES COMMISSION	ADMIN BLDG/JUN26-E	\$	203.35
PUBLIC UTILITIES COMMISSION	FARM SVC/JUN26-E	\$	84.04
PUBLIC UTILITIES COMMISSION	ADMIN BLDG/JUL26-E	\$	98.14
PUBLIC UTILITIES COMMISSION	FARM SVC/JUL26-E	\$	84.04
PUBLIC UTILITIES COMMISSION	KENT PROPERTY/JUL26-E	\$	134.76
PUBLIC UTILITIES COMMISSION	KENT SHOP/JUL26-E	\$	23.15
VISA	JULY, 2026	\$	2,146.19

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$ 2,304.10

TOTAL ALL DEPARTMENTS: \$ 480,879.46



REQUEST FOR GRAND RAPIDS EDA ACTION

AGENDA DATE: August 27, 2026

STATEMENT OF ISSUE: Consider approving an amended version a professional services agreement with Lane Design Group for the preparation of a Downtown Pedestrian Wayfinding Plan.

PREPARED BY: Rob Mattei, Executive Director

BACKGROUND:

On July 23rd GREDA approved a professional services agreement with Lane Design Group. Their proposal dated June 18 described the scope of work and the proposed fee. We utilized our City/GREDA standard agreement and attached the proposal as an exhibit.

After forwarding this to the Consultant, we discussed the levels of insurance required in the standard agreement, which they hadn't accounted for in their proposed fee. They were quoted a cost of \$6,765.36 which they asked to add to the compensation.

They also asked to clarify in the contract that reimbursable expenses for travel were exclusive of the not to exceed base fee of 51,840, which is typical for our professional service agreements. We have added this more explicitly with a cap of \$5,200.00.

The Consultant's attorney had other additional language changes shown in the attached redlined version that all have been reviewed and approved by the City Attorney.

The total cost of the project remains well within our budgeted cost for this service, under the Blandin Foundation grant.

RECOMMENDATION:

REQUIRED ACTION: Make a motion to approve an amended version a professional services agreement with Lane Design Group for the preparation of a Downtown Pedestrian Wayfinding Plan.



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made this 27th day of August, 2026, between the Grand Rapids Economic Development Authority ("GREDA"), whose business address is 420 North Pokegama Avenue, Grand Rapids, MN 55744, and Lane Design Group, Inc. ("Consultant"), whose business address is 135 Lost Lake Court, Mahtomedi, MN 55155-1866.

PRELIMINARY STATEMENT

GREDA has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for GREDA projects. That policy requires that persons, firms, or corporations providing such services enter into written agreements with GREDA. The purpose of this agreement is to set forth the terms and conditions for the professional services Consultant will provide in connection with Downtown Grand Rapids Wayfinding Plan and Design, herein referred to as the "Work".

GREDA and Consultant agree as follows:

1. **Work.** The Consultant agrees to provide the professional services described in Exhibit "A" attached hereto (the "Work"). Exhibit A consists of Consultant's June 18, 2026, Wayfinding Plan and Design proposal together with Consultant's written follow-up responses of the same date. In the event of a conflict between the proposal and the follow-up responses, the follow-up responses control.
2. **Time for Performance of Services.** The Consultant shall perform the services described in Exhibit A according to the schedule also included within Exhibit A, hereto.
3. **Compensation for Services.** GREDA agrees to pay the Consultant an hourly not to exceed amount of \$51,840.00 for the Work. In addition to the foregoing \$51,840.00 cap, GREDA will reimburse reasonable travel and lodging expenses, including mileage, for one three-day on-site review and follow-up presentation, not to exceed \$5,200.00 in the aggregate, upon submission of reasonable supporting documentation. Notwithstanding Paragraph 20.E, GREDA will also reimburse Consultant for the documented premium cost of the insurance coverages required by Paragraph 20, in an amount not to exceed \$2,255.12 per policy

- year and \$6,765.36 in the aggregate for the three policy years required by Paragraph 20.C.b, payable within thirty (30) days after Consultant submits its broker's invoice or other documentation of the premium paid. Additional services authorized under this Agreement shall be billed at \$95.00 per staff hour. The agreed fee includes one refinement or revision round per phase, as needed based on consolidated comments. Material additional revision rounds, additional presentations, changes requested after phase approval, and work outside Exhibit A shall be treated as additional services only when authorized in writing by an authorized representative of GREDA. Any other changes in the scope of the Work which may result in additional compensation due to the Consultant shall require prior written approval by an authorized representative of GREDA. GREDA will not pay additional compensation for services that do not have prior written authorization.
4. GREDA agrees to provide the Consultant with the information required to complete the Work.
 5. **Method of Payment.** The Consultant shall submit itemized bills for professional services performed under this Agreement on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to GREDA.
 6. **Project Manager and Staffing.** The Consultant has designated the individuals identified in Exhibit A as the Project Manager to serve on the Project. The Project Manager shall be assisted by other staff members as necessary to facilitate the completion of the Project in accordance with the terms established herein. Consultant may not remove or replace the Project Manager without the approval of GREDA. GREDA will identify one representative authorized to direct Lane Design Group's work and approve additional services. Comments from GREDA, the Downtown Alliance, the City, advisory groups, and other reviewers will be consolidated and provided to Lane Design Group in writing through that representative. The 23-to-24-week schedule will run from GREDA's written notice to proceed and will be reasonably extended for time required for client and stakeholder review.
 7. **Standard of Care.** Consultant shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily exercised by members of the profession under similar circumstances in Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs or damages arising from unreasonable delays in the completion of the Work.
 8. **Audit Disclosure.** The Consultant shall allow GREDA or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to the work performed under this Agreement. Any reports, information, data, etc. given to, or prepared or assembled by, the Consultant under this Agreement which

GREDA requests to be kept confidential shall not be made available to any individual or organization without the GREDA's prior written approval. Upon termination of this Agreement, Consultant shall deliver to GREDA copies of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Consultant for the Project, ownership of which shall be determined under Paragraph 22, and Consultant may retain copies of such documents as records of the services provided. GREDA will in all ways comply with the mandates of *Minn. Stat. 13, et.al.* (Data Practices).

9. **Term.** The term of the Agreement shall be from July 23, 2026, the date of signature by the parties notwithstanding, and terminate on May 1, 2027. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.

10. **Termination.** This Agreement may be terminated by the Consultant effective upon sixty (60) days' written notice delivered to GREDA at the address written above. GREDA may terminate this Agreement for any reason effective immediately, upon with notice to the consultant. Upon termination under this provision, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination.

If, however GREDA terminates this Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and GREDA may retain another consultant to undertake or complete the Work.

11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of GREDA. No statement herein shall be construed so as to find the Consultant an employee of GREDA.

12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

13. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the prior written consent of the other party.

14. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for in Exhibit A shall be honored by GREDA.

- 15. Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
- 16. Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
- 17. Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. The Consultant and GREDA, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle GREDA to immediately terminate this Agreement.
- 18. Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
- 19. Indemnification.** Consultant agrees to indemnify and hold harmless GREDA and its officials, employees and agents from any liability, claims, damages, costs, losses judgments, or expenses, including reasonable attorney's fees, resulting directly from a negligent act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement.
- 20. Insurance.**
- A. **General Liability.** Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph or required by law. The policy(ies) shall name GREDA as an additional insured for the services provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

- B. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability on this Project:

Workers Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Comprehensive General Liability	\$1,500,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Complete Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability each	\$1,000,000 combined single limit
all	accident (shall include coverage for
vehicles.	owned, hired and non-owned
Umbrella or Excess Liability	\$1,000,000

- C. The Comprehensive General/Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
- Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
 - Products and Completed Operations coverage. Consultant agrees to maintain this coverage for a minimum of two (2) years following completion of its work. Said coverage shall apply to bodily injury and property damage arising out of the products-completed operations hazard.

- c. Personal injury with Employment Exclusion (if any) deleted.
 - d. Broad Form CG 0001 0196 Contractual Liability coverage, or its equivalent.
 - e. Broad Form Property Damage coverage, including completed operations, or its equivalent.
 - f. Additional Insured Endorsement(s), naming the “Grand Rapids Economic Development Authority” as an Additional Insured, on ISO form CG 20 10 07 04 or such other endorsement form as is approved by GREDA.
 - g. If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
 - h. “Stop gap” coverage for work in those states where Workers’ Compensation Insurance is provided through a state fund if Employer’s liability coverage is not available.
 - i. Severability of Insureds provision.
- D. Professional Liability Insurance. The Consultant agrees to provide to GREDA a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for GREDA. Said policy shall provide an aggregate limit of \$2,000,000. Said policy shall not name GREDA as an insured.
- E. Consultant shall maintain in effect all insurance coverages required under this Agreement at Consultant’s sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by GREDA in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:
- a. All policies, except the Professional Liability Insurance policy, shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable);
 - b. All policies, except the Professional Liability Insurance policy, shall be applied on a “per project” basis;
 - c. All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall contain a waiver of

subrogation naming “the Grand Rapids Economic Development Authority”;

- d. All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall name “the Grand Rapids Economic Development Authority” as an additional insured;
- e. All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement; and
- f. All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to GREDA.

A copy of the Consultant’s Certificate of Insurance, evidencing the coverage to be provided under this Paragraph 20 subject to the exceptions stated below, must be filed with GREDA prior to the start of Consultant’s Work. Upon request, a copy of the Consultant’s insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to GREDA and shall provide satisfactory evidence of the coverage to be provided under this Paragraph 20. Renewal certificates shall be provided to GREDA prior to the expiration date of any of the required policies. GREDA will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, GREDA’s right to enforce the terms of Consultant’s obligations hereunder. GREDA reserves the right to examine any policy provided for under this paragraph. Consultant will provide the coverage evidenced by its certificate before work begins, and GREDA acknowledges and accepts these exceptions: the carrier cannot name GREDA or the City as an additional insured on the umbrella policy, that coverage being outside the scope of an umbrella policy; and workers’ compensation, employer’s liability, and other employee-related coverage is not required because Consultant’s only employee is its sole owner and executive officer, who is excluded from the Minnesota Workers’ Compensation Act under Minnesota Statutes section 176.041, subdivision 1. If Consultant later engages employees, Consultant shall procure workers’ compensation and employer’s liability coverage at the limits stated in Paragraph 20.B and provide GREDA with a certificate evidencing that coverage. GREDA further agrees that the policies, forms, endorsements, and limits reflected on the certificate of insurance and accompanying quotation provided by Consultant’s carrier satisfy the requirements of this Paragraph 20, including the additional insured, primary and non-

contributory, waiver of subrogation, and per-project requirements of Paragraphs 20.C.f and 20.E, and that Consultant shall have no obligation under Paragraph 20.F with respect to any coverage, form, or endorsement that its carrier does not provide as reflected in that certificate.

- F. **Effect of Consultant's Failure to Provide Insurance.** If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless GREDA, GREDA's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to GREDA (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its subcontractors, agents, employees, or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, GREDA may require Consultant to:

- a. Furnish and pay for a surety bond, satisfactory to GREDA, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Consultant's insurance company.

Consultant will take the action required by GREDA within fifteen (15) days of receiving notice from the GREDA.

21. Records Access. The Consultant shall provide GREDA access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this contract are closed.

22. Ownership of Documents. The project-specific plans, diagrams, analyses, reports, standards manual, and other deliverables prepared by Consultant for the Project under this Agreement are referred to as the "Project Deliverables." Upon GREDA's payment for the applicable Project Deliverables, Consultant assigns to GREDA all right, title, and interest, including all copyright, in the project-specific

expression contained in those Project Deliverables, subject to Consultant's rights reserved below. GREDA may use, reproduce, distribute, display, modify, maintain, and implement the Project Deliverables for the Project and for GREDA's governmental purposes. Cost estimates prepared by Consultant are opinions of probable cost based on Consultant's professional judgment and experience. Consultant does not control the cost of labor, materials, or equipment, fabricator or installer pricing methods, competitive bidding, or market conditions, and does not warrant or guarantee that actual costs or bids will not vary from Consultant's estimates. Consultant retains all right, title, and interest in its pre-existing and general-purpose materials, including its tools, methods, processes, know-how, templates, typefaces, icon and symbol libraries, design methodologies, software, and work prepared for other clients, together with any materials not created specifically for the Project (collectively, "Consultant Materials"), and nothing in this Agreement transfers ownership of Consultant Materials to GREDA. Consultant grants GREDA a perpetual, non-exclusive, royalty-free license to use, reproduce, distribute, display, and modify Consultant Materials solely as incorporated into Project Deliverables for which GREDA has paid, for the Project and for GREDA's governmental purposes. Consultant may reproduce and display the Project Deliverables and images of the completed Project in its portfolio, on its website, in award and professional-recognition submissions, and in customary promotional materials, with appropriate credit to GREDA, provided that Consultant does not disclose information GREDA has requested in writing be kept confidential under Paragraph 8. Reuse of the Project Deliverables for the purposes of the Project contemplated by this Agreement ("Project") does not relieve any liability on the part of Consultant, but any reuse of the Project Deliverables by GREDA or Consultant beyond the scope of the Project is without liability to the other, and the party reusing the Project Deliverables agrees to defend and indemnify the other from any claims or liability resulting therefrom.

23. Subcontractor. The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in Exhibit A, without the express written consent of GREDA. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by GREDA for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by GREDA, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. In addition, no subcontractor can file a lien against GREDA.

24. Dispute Resolution/Mediation. Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or

equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the mediation standards currently in effect. A request for mediation shall be filed in writing with the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Grand Rapids unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof. If litigation is initiated by any party, any and all, litigation must be venued solely in the State of Minnesota, Ninth District, specifically in Itasca County.

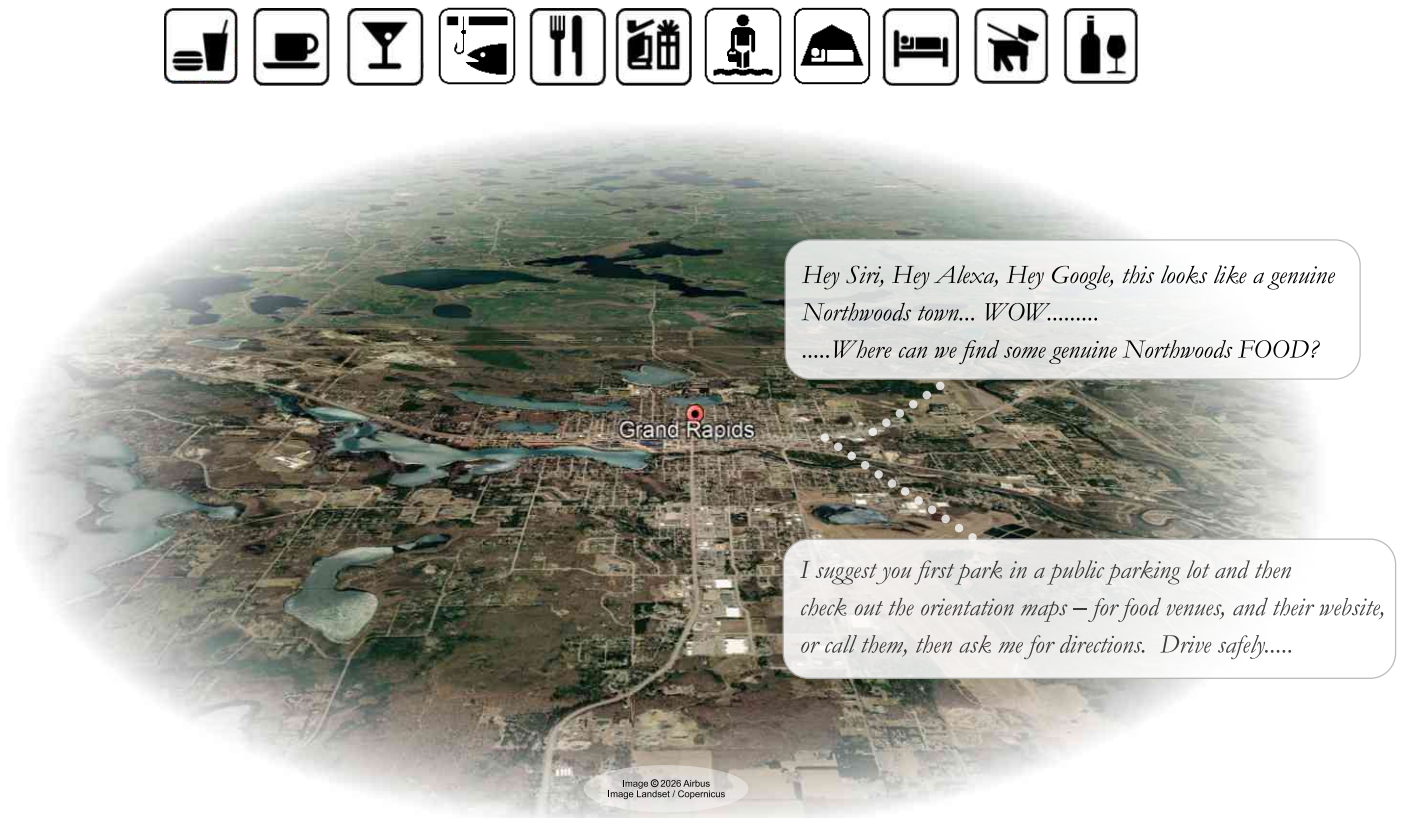
- 25. Conflicts.** No salaried officer or employee of GREDA and no member of the Grand Rapids Economic Development Authority Board of Commissioners shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void. Any federal regulations and applicable state statutes shall not be violated.
- 26. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
- 27. Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
- 28. Governing Law.** This Agreement shall be controlled by laws of the State of Minnesota. Executed as of the day and year first written above.

Grand Rapids Economic Development Authority _____ GREDA President _____ GREDA Executive Director	Lane Design Group, Inc. <u>By:</u> _____ <u>Its:</u> _____
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Lane Design Group, Inc.

is pleased to present....



the following Proposal to the
Grand Rapids Economic Development Authority
for a
Wayfinding Master Plan

June 18, 2026



Lane Design Group, Inc.

Wayfinding Proposal

135 Lost Lake Court
Mahtomedi, MN 55115-1866
651 653-3839

Item 3.

Contents:

1	Letter
3	Related Projects/ Experience
11	Key Personnel
14	Approach/Phases/Fees



Rob Mattei
Director of Community Development
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

Chris Walker
Executive Director
Grand Rapids Downtown Alliance
221 NW 1st Ave.
Grand Rapids, MN 55744

June 18, 2026

Rob and Chris,

I would like to thank you both for our recent virtual meeting discussions, for reviewing some of our project work related to the Roseville Wayfinding Program that was sent earlier, and for inviting us to present the following proposal for design services related to a new Wayfinding Program for the City of Grand Rapids, Minnesota.

We have a broad background in this area of design and are committed to using our knowledge and experience, combined with your knowledge and input, to help people find their way and enjoy the many resources that the Grand Rapids area has to offer.

We are also fortunate to have a staff of designers who have worked together for over 40 years in this challenging area of graphics, commonly referred to as "Environmental Graphics" and "Experiential Graphics". And although we've been active in this discipline over these years, we are still learning and refining our work in this area of design. I have included a few projects that demonstrate the range of considerations and solutions in environmental graphics that we have designed and that are relevant to the development of this wayfinding program for the Grand Rapids area.

Based on our earlier discussions we propose that the wayfinding program will be developed to achieve the most cost effective outcomes and will be guided by these methods:

1. The wayfinding plan will be informed by visitor data as well as insights from our teams' on-site studies, information from the Grand Rapids Downtown Alliance, visitor comments, suggestions offered by local businesses, guidelines from state and local regulatory authorities, direction of elected city representatives, and insights from other stakeholders.
2. These local advisory groups may, along with your Wayfinding Team, be asked to review and comment on the concepts, design development, final design, as well as setting wayfinding investment priorities, per your requests.
3. The strategy define goals, key audiences, messages, communication channels, and implementation methods and devices that will help connect visitor audiences with significant Grand Rapids amenities.
4. In addition to signage methods, visitors will be encouraged to access information about Grand Rapids amenities through other methods such as web-based channels, social media, print, and local news.
5. Internet-based wayfinding resources (e.g., Siri and Alexa or Google) will be taken into consideration when setting priorities for the physical wayfinding elements.

6. Considering the internet resources however, visitors need be informed as to the total realm of local amenities and activities in order to ask for direction to them. Indexing of activities and destinations with orientation maps, can help in that effort - with both virtual and physical delivery methods.

7. Investments in physical wayfinding should:

- a. Enhance the image of Grand Rapids.
- b. Increased awareness of area amenities and guiding people to them.
- c. Create an atmosphere of hospitality in the community that welcomes and connects visitors, employees, and residents to area amenities.
- d. Inspire people to explore Grand Rapids.
- e. Help increase and secure repeat business and activity for area businesses and local amenities.

We believe that the wayfinding master plan should serve as a guide for current and phased implementation based on available funding and as such will include fabrication and installation details as needed for the first phase budget. We will however provide a cost estimate and plan suitable for the overall future application of system components with limited details sufficient to launch the program and establish a budgeting plan as guidance for the program's advisory and oversight groups.

We have described in this proposal, some of our project work in this field of wayfinding and we are offering a series of design steps that we think the program will involve. We have also shown our best estimates, at this time, for the fees and the time that will most likely be required. If you have any questions regarding the process, fees, scope, or personnel, please don't hesitate to call me or send me any requests via email.

Again, we appreciate the opportunity to present this proposal to the City of Grand Rapids and look forward to the possibility of working with you both, and the Grand Rapids Downtown Alliance Team.

Sincerely,



Robert J. Lane
President, Lane Design Group, Inc.

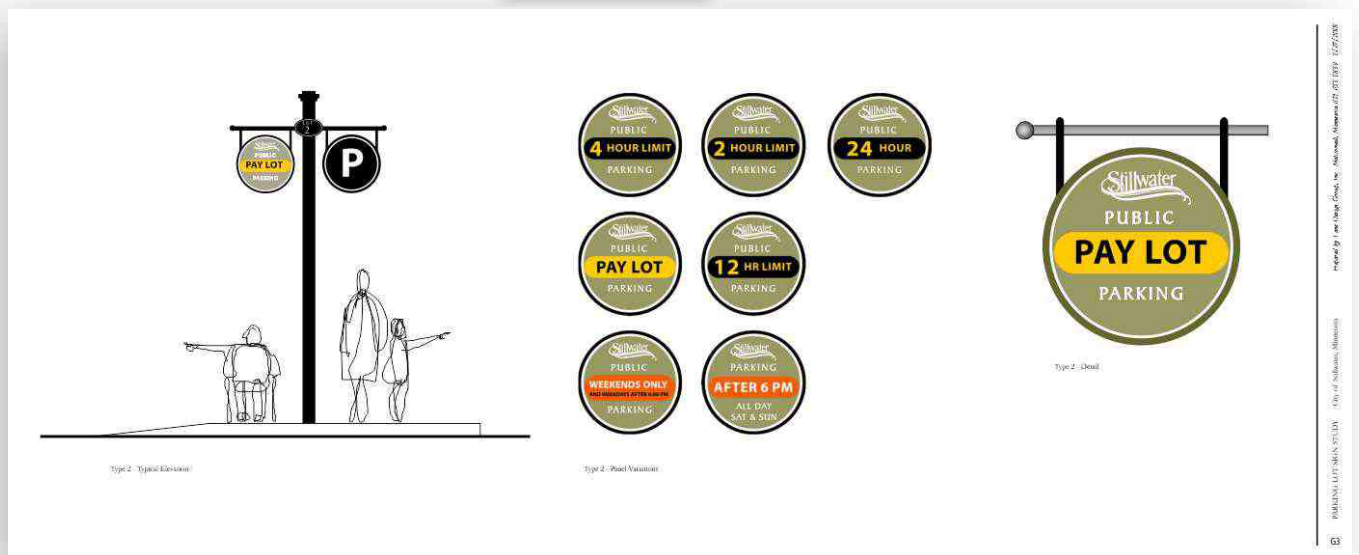
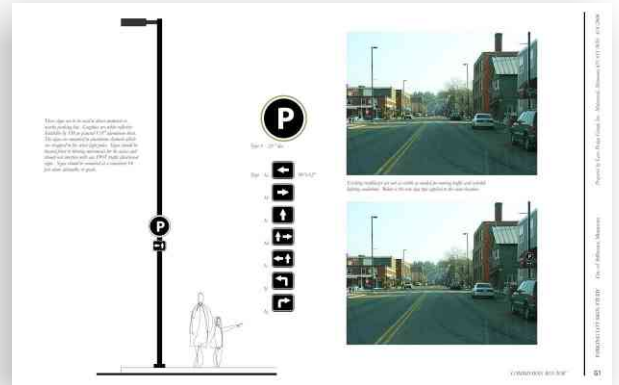
rlane@lanedesigngroup.com



Stillwater Parking Lot Identification

Stillwater, Minnesota

The City of Stillwater asked us to help clean up their image by designing a new system for parking identification for 13 parking lots. They felt the old red and white signs used by the parking lot management firm were ineffective. The unique design problem was that the lots all had different time limits depending on their proximity to the main street shops. Additionally some lots were pay lots during the summer months. The design successfully dealt with these issues using modular disks assembled on a Victorian style pipe and post detail that allowed the signs to be changed seasonally and swing in the wind. The combination of function and style passed the Historic Review Committee and the Parking Facilities Committee with flying colors. We later designed a modular attendant shelter for their larger pay lots.





The City Market *Kansas City, Missouri*

The City Market signage program began with the site analysis, photo documentation of existing conditions and preparation of a Graphics Master Plan. The initial design work included a thorough review of details, policies and economical opportunities for identity and experience enhancement.



Design criteria for tenant signage were designed to encourage creative, authentic imagery that would have a cumulative, positive impact to the overall market experience. Previously most tenants would string up vinyl banners - usually red and white - with little imagination or contributive character.

A series of design criteria manuals were prepared and presented to the City and to the tenants, and later as funding was available, the standards were defined in specific bid packages and implemented.

While the Graphics Master Plan continues to be implemented in phases, there are noticeable improvements in the overall identity, appearance, visitor volume and vendor revenues.





Eastside Heritage Park - Signage and Interpretive Graphics *Saint Paul, Minnesota*

From the initial site evaluation, it was a challenge to create an appropriate graphics palette for this relatively small park that needed to be a quiet community park that was placed beside a 40+ mph, 4-lane roadway.

In addition to identifying the park, passers-by needed to know that it was also a trail head connection to downtown Saint Paul as well as the North Shore -- a trail head that was below grade and virtually invisible.

The City of Saint Paul worked for years to plan and gain funding to develop this East Side park, and it became the designers' task to fulfill the dreams of the community - a place to relax, enjoy, connect, and learn.

The design team, lead by the architect, seamlessly developed a series of concepts that would best fit these goals. After two "town hall" meetings and presentations a single design was agreed upon and included a bermed protective open space with a shelter, complete with a fireplace, restroom building, and interpretive information kiosks. The graphics helped the park communicate with its users, identify its recessed bike and pedestrian trail, enlist the interest of passing vehicular traffic, and tell stories of pride, heritage and accomplishment to the youngsters, and the oldsters, of the East Side.

We received an Award of Recognition by the Saint Paul Heritage Preservation Commission and the Saint Paul Chapter of the AIA for interpretive graphics and signage design in May, 2010.

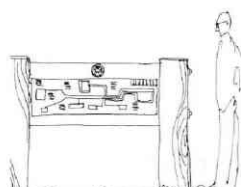
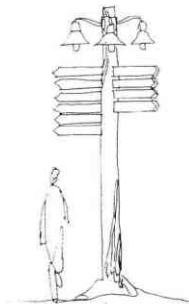
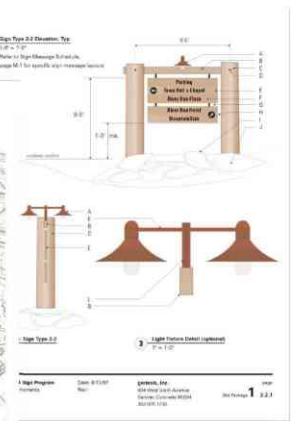
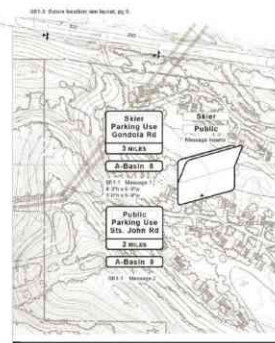
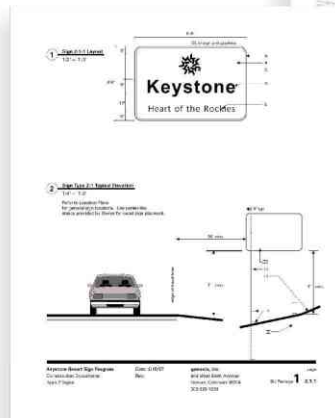




Keystone Sign Standards

Keystone, Summit County, Colorado

This planning and design program included wayfinding, identity and commercial sign standards as part of an overall resort master plan update. We provided conceptual design for eight neighborhood identities, informational and orientation signage concepts and a sign ordinance for all neighborhoods that would insure an appropriate character for the entire resort community. Our work was provided a part of an overall identity program in collaboration with Genesis, Inc., for the master developer, Vail Ski Corporation. Roadway signage was designed to address a severe parking capacity issue and approved the Colorado Department of Transportation. Today the design concepts and sign standards for Keystone Resort are continuing to be implemented, and are helping this community reestablish itself as a premier ski resort.

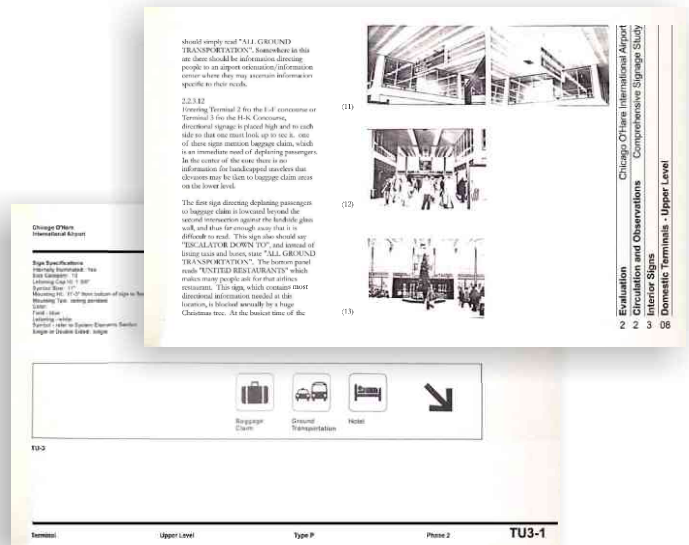




Chicago - O'Hare International Airport, Graphics Standards

Chicago, Illinois

Our work included inventory and evaluation of existing signs at the airport followed by the development of comprehensive signage standards for roadways and terminals. Later the standards were implemented in two phases - roadway and terminal area signs - and we provided complete construction documents and installation review, with the engineering staff of C.F. Murphy Associates and the City of Chicago Departments of Aviation and Public Works. The roadway signs were also reviewed and approved by Illinois D.O.T., and the Illinois Tollway Authority including the new 3M Panaflex photo image signs that spanned inbound and outbound roadways. Interior signs were designed as modular, changeable, internally illuminated sign faces which allowed for economical and timely updating. From initial analysis to complete implementation the project spanned period of four years and set the standard for wayfinding systems in airports.



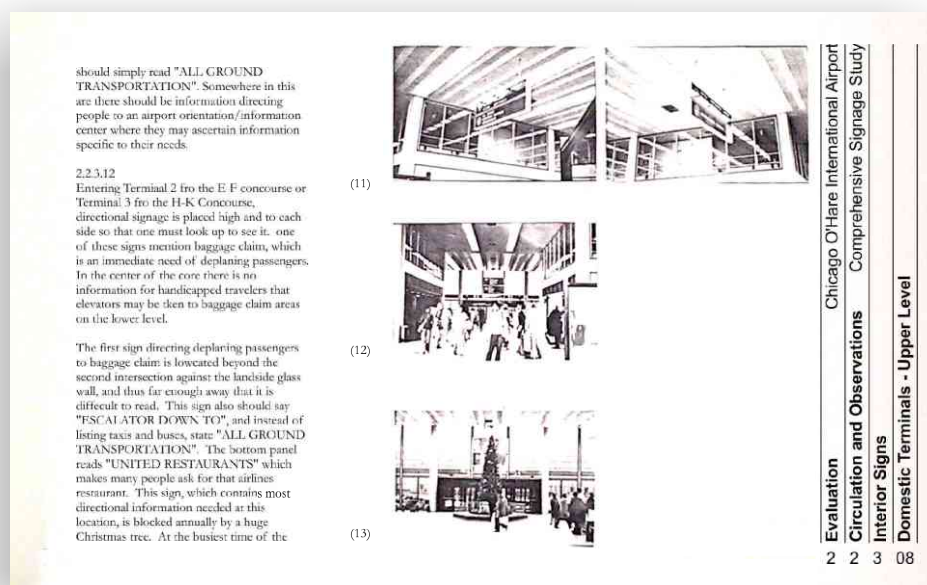


In addition to the qualifications previously presented, Lane Design Group has considerable experience in the following design tasks that will be required and be beneficial to this project:

On-Site Analysis and Design Experience

Often on projects that are outside our regional areas, we will spend a week or two-week long intensive analysis and design session. We call them "Squatter Sessions". We arrive at the project location and set up camp with a team of designers and conduct daily survey tasks to get familiar with the project needs and environment. We record via video the normal viewing conditions as seen by motorists, bicyclists and pedestrians. We study the givens, the constraints and rapidly explore design opportunities. We use these sessions to uncover all significant aspects of the project and then review our findings with the Client to immediately get the ball rolling. Examples of projects where squatter sessions have been conducted include Miami Dade County Rapid Transit System Graphics, Miami, Florida; Keystone Resort, Colorado; Schlitterbahn Waterpark, Kansas City, Kansas.

Our work for O'Hare International Airport was the most extensive example of an analysis and evaluation phase of any wayfinding project we've done. It involved photo documentation of every existing sign at the airport over one foot square, and a chart of key characteristics of each sign which was then sorted by a computer, and custom program, to clearly indicate the area of the airport they were located and the extent of problems, including issues such as reflective glare, fading, incorrect message content and others. Signs with no deficiencies were also recorded. The results were sorted by general location, type of deficiency and physical category of sign type, i.e. illuminated, non-illuminated, overhead, post mounted, and exposure by viewer traffic volume. Once the deficiencies were sorted, on-site walking and driving tours were conducted and any areas of inadequate or confusing information were noted in a written narrative. A third level of analysis involved interviews. We interviewed passengers (who had time to give us their comments) regarding problem signing in the terminals. We interviewed ticket counter personnel and passenger service desk attendants. We interviewed representatives of each airline, and documented this information. Once all the analysis was evaluated we were able to statistically inform the City of Chicago, Department of Aviation where the problems were that affected the greatest number of passengers and airport users. Upon reviewing our summary they decided to undertake a complete redo of roadway, parking, and terminal area signs. We then began the design phase of work fully informed as to the goals and design needs of the new signage system. The same designers that directed this effort will guide, and participate in, the wayfinding analysis and evaluation activities for the Grand Rapids wayfinding project as well.

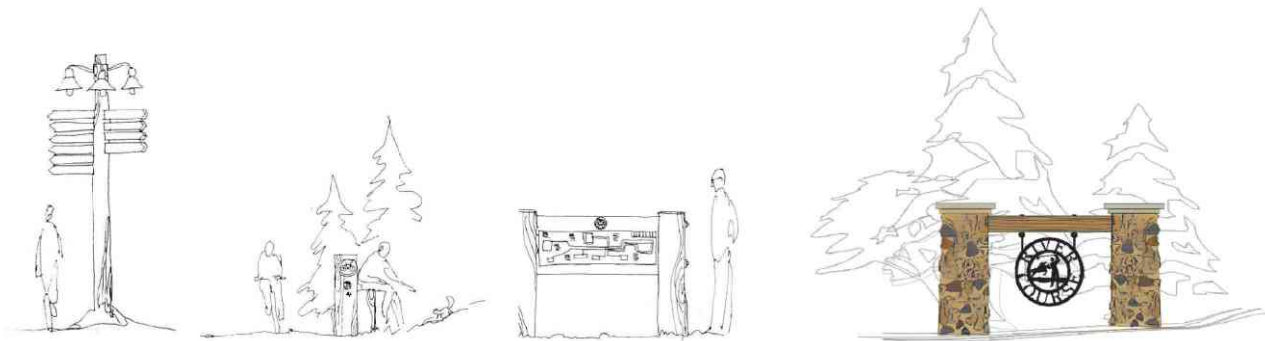


Typical evaluation sheet from O'Hare



Concept Design and Design Development Practices

We typically begin forming concepts and generating ideas very early in a project as we are exploring and evaluating existing conditions. Once we have a clear understanding of issues and needs that the design work will have to resolve, we begin sketching multiple thoughts and organizing overarching concepts that appear to make sense. When vehicular wayfinding is a part of the design scope these initial concepts must consider motion, time and human limitations in addition to any graphic or experiential themes that seem to fit the environment or community character. We often present these early sketches to give our client an interim view of what we are thinking and what the approximate cost is associated with them. It's a way of letting the Client participate in the design process and system logic.



Concept sketches for Keystone Resort's family of sign types

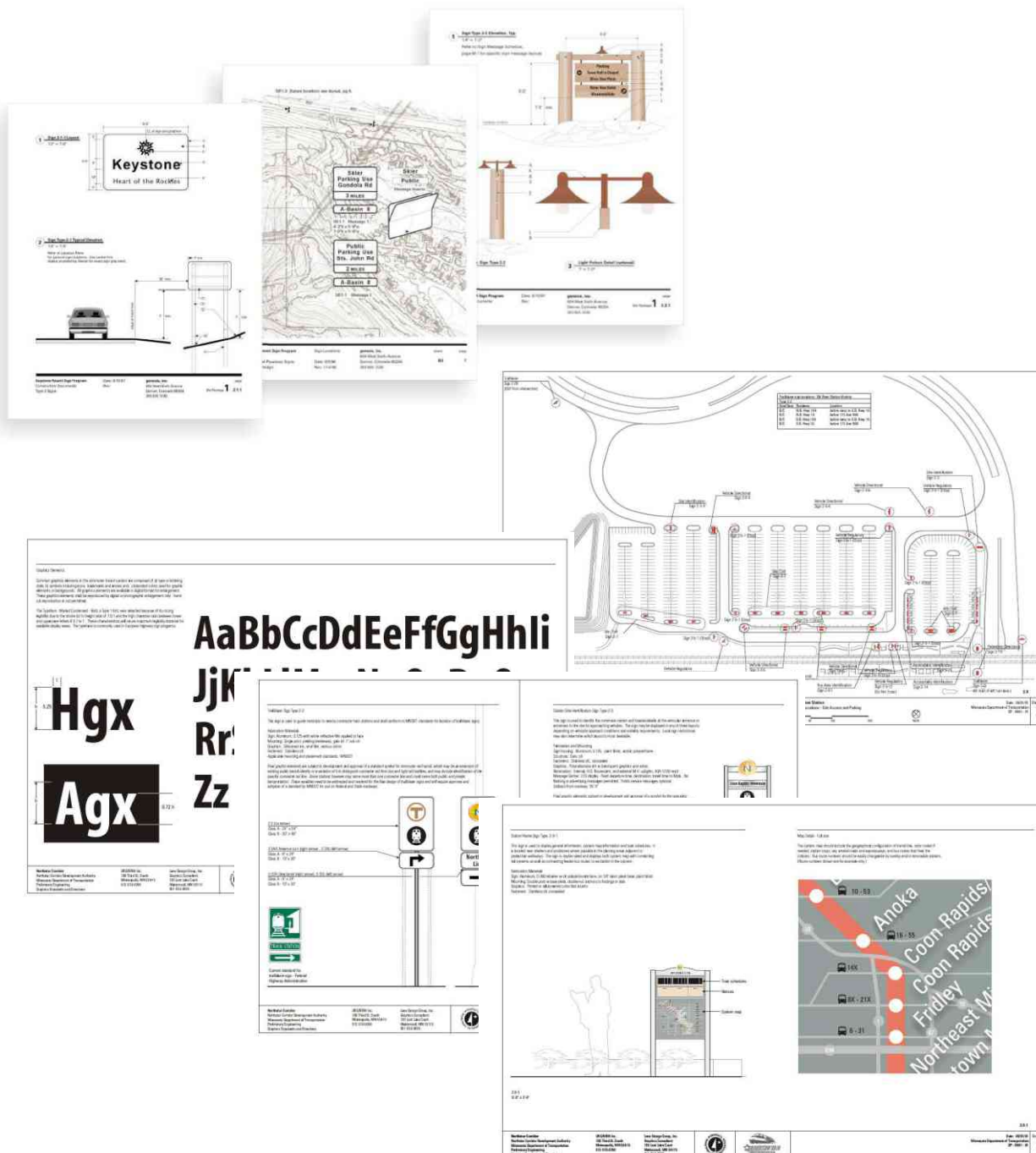
Following the sketch and concept formulation work we proceed to detail visual studies and realistic photo renderings to show system components in a "virtual design" presentation. We study variations in scale, color, materials and always in context to their actual environment and proposed locations. We look at day and night views. We study the design while simulating vehicular speed. We diagrammatically show reading time and reading distance for given letter sizes to properly assess sign placement and size. We will be using these detail methods to study and present the proposed design schemes for comparison and evaluation on the Grand Rapids wayfinding project as well.



Virtual design image developed for the City Market concept presentation

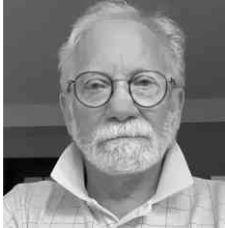
Design Development Documentation

Our final design task will be to document the design scheme that is selected. Those documents will define the design of sign types and their locations including details for size, color, materials and intended function. The drawings below show the level of detail that we are used to providing on wayfinding and identity documents that insure clarity of design intent and application. We expect the Grand Rapids wayfinding sign types will include similar documentation detail.





Key Personnel



ROBERT J. LANE / PROJECT MANAGER / DESIGN DIRECTOR

Bob is the owner, and design director at Lane Design Group, Inc. He is responsible for design and project management of environmental graphics programs in the firm's Saint Paul office.

His design experience includes corporate identity, corporate communications, product promotion, package design, exhibit design and environmental graphics.

His work involves design and project management with clients that range from corporate executives to municipal department heads to small business owners and he often directs the graphic design component for large interdisciplinary design projects.

Bob's experience also includes marketing design, corporate communications, annual report, and exhibit design with a broad range of Fortune 500 companies and has directed design programs for the municipalities of Chicago, Illinois, Kansas City Missouri, and Dade County, Florida, Saint Paul, Minnesota and for the Mandan, Hidatsa, and Arikara Nation, located in North Dakota. After earning his BFA degree from the Kansas City Art Institute he joined InterDesign in Minneapolis as a graphic designer and went on to head the graphics department of CRS, an architectural firm in Houston, Texas. He later became a founding partner of Keller, Lane & Waln in Chicago where he worked on numerous print and environmental graphics programs, including the comprehensive graphics standards for Chicago-O'Hare International Airport.

Mr. Lane was a founding member and board member of the Society of Environmental Graphic Designers. He has received awards for design excellence from American Corporate Identity and Progressive Architecture and contributed to numerous award-winning architectural projects.

More recently, Bob received a Design Recognition Award from the Saint Paul Chapter of the American Institute of Architects for his prototype wayfinding design for Saint Paul's Eastside Heritage Park. This pedestrian wayfinding program is now being implemented by the Department of Parks and Recreation, throughout the City of Saint Paul. A similar trail program of this "finger post" sign design is also being implemented by the neighboring City of Roseville, Minnesota.



Key Personnel



STEVE KELLER / ASSISTANT PROJECT MANAGER /DESIGN DIRECTOR

Steve is a design director and project manager at Lane Design Group, Inc. He has been developing design and communication solutions for over 30 years. After graduating from the Institute of Design in Chicago and completing graduate studies in Europe as a Fulbright Scholar, he worked for Container Corporation of America and the Center for Advanced Research and Design.

Steve also established a graphics and environmental design department for the architectural firm of C F Murphy & Associates. He was the founding partner of the Chicago based design firm of Keller, Lane & Waln, earlier known as The Graphics Group, where he directed numerous print, identity and environmental graphics programs for such clients as Quaker Oats, Steelcase, American Hospital Supply, O'Hare International Airport and the J. Edgar Hoover FBI Building. He later joined Genesis in Denver as a partner and design director where he worked with Lane Design Group on several graphics programs including Arlington International Racecourse, and Keystone Resort sign program.

His recent work includes the design and project management for the graphics program for the Pepsi Center in Denver. Having recently rejoined Lane Design Group, Steve directs design and develops marketing and environmental graphics from the Colorado based office in Denver. He contributes significantly to the firms environmental graphics, exhibition design and multimedia capabilities. Steve recently assisted in the design of a wayfinding program for the City of Roseville, Minnesota and an interpretive exhibit for the MHA Nation's new hydroponic greenhouse NG2, in Parshall, North Dakota.

In addition to recognition and awards for his work, Mr. Keller has been invited to lecture to students, his peers and professional associations on the specifics of large interdisciplinary projects.



Key Personnel



WILLIAM BOHNHOFF / COLLABORATIVE DESIGNER / PRODUCTION COORDINATOR

Bill's background includes a wide range of communication disciplines including, corporate communications design, product promotion, package design, interactive design and environmental graphics systems design.

A 1972 graduate of Northern Illinois University with a BFA in Graphic and Communication Design, Bill's first job was as a designer for Design Planning Group. While at DPG he worked on signage for Water Tower Place (a vertical retail mall) in Chicago Illinois, interior and lobby signage for the Sears Tower in Chicago, Illinois and assisted in the development of a new corporate identity for J. C. Penney.

In 1974 Bill joined Keller, Lane and Waln, where he worked on the graphics programs for several transit projects in Chicago's Central Area Transit Program and the MetroRail program in Dade County, Florida. He was responsible for several product marketing graphics programs including Shaw Walker, Herman Miller, American Hospital Supply and Baxter Travenol. Most recently Bill assisted Lane Design Group (formerly Keller Lane & Waln) in the schematic design phase for the Northstar Corridor commuter rail project in Minneapolis and continues to provide valuable design and management experience to the firm on larger scope environmental graphics projects.

Bill will be assisting our team for inventory and analysis of existing conditions, design assistance, web interactive concepts related to wayfinding and overall standards manual production.

Mr. Bohnhoff recently assisted in the design of a wayfinding program for the City of Roseville, Minnesota and an interpretive exhibit for the MHA Nation's new hydroponic greenhouse, NG2, in Parshall, North Dakota.

*Project Approach, continued***Project Approach, Fees, and Duration, by Phase***Developing A Wayfinding Strategy... Our Methodology***Leading the Way**

It has been our history, and continues to be our approach to solving problems, that we work in partnership with people such as yourselves... those entrusted with a mission to improve communications, enhance the image, clarify purpose, create order, and add value to their constituents. Your familiarity, insights, and practical knowledge of Grand Rapids and the issues surrounding the mandate for a comprehensive wayfinding program will be valuable in evaluating and validating the concepts and processes that will eventually form the strategy for a wayfinding system that will most successfully serve this dynamic City.

Together, we must agree on whom we work for. For our part, we will work for those who need the clarity, reassurance, and goodwill that come from effective communication: the visitors to Grand Rapids, the residents of Grand Rapids, and the people in surrounding communities or who travel through the area. It's a big group! These are the honored guests who will benefit from and be affected by solutions that respond to their needs—and they will be the ones who most appreciate our work... our Team's work.

As designers, we realize that we don't have all the answers — that you, our client, are uniquely aware of the wayfinding needs, and your input can significantly add to the design of a system that best serves the needs of Grand Rapids' residents and guests.

We believe strongly in these tenets and think they will serve this project well. They will be the foundation of our methodologies and serve as our compass for your complex and intriguing program. A program that we believe can demonstrate the value of wayfinding communication in the urban environment.

Phase 1: Project Initiation

Following our notice to proceed we will continue to study the motorists views from major entry points via Google Earth and identify significant findings that could influence the design of wayfinding elements. We will also explore and review any planning documents that can be made available to us, that could be influential to the wayfinding program. This initial activity will include our review of the stated goals, schedules, and overall scope of the project with any requested adjustments of the Grand Rapids Downtown Alliance Team.

LDG Staff Hours: 36, Fee: \$3,240 Duration: 2-3 weeks

Phase 2: Survey and Evaluation

We will then conduct an on-site review to further inform our problem statement definition and overall project goals and review these findings with Team and gain any further specifics needed to proceed to the next phase.

The highlights of the site tour will be documented, and notes will be recorded that will begin the problem-solving design process. A follow-up meeting with our design staff via Zoom or Teams may be required to address any remaining questions before beginning the next phase. These discussions and directives will be documented and published.

During our survey work, we will walk and drive key areas of visitor approach to the City, explore vehicular and pedestrian considerations, record relevant observations, study existing wayfinding and gateway elements, while noting relevant wayfinding situations and issues, including possible design concepts. The team's attention will be focused on areas of special need and opportunity, such as entry portals, landmark elements, spaces, and areas most suitable for orientation, direction, and wayfinding information display. We will identify critical decision points, elements of visual connectivity and continuity, the impact of environmental factors, and human factors that need consideration. We will also listen to and document any design recommendations or considerations from the Wayfinding Team.

We will then identify a variety of opportunities to provide wayfinding information, key locations, devices, and methods for appropriately providing or enhancing information. The survey work will be performed during this summer and a possible follow-up visit during winter months, to best understand any constraints related to environment (like seasonal snowbank or snow storage areas).

We will record and annotate our field observations, interviews, and data, and organize the information in summaries that lead to specific problem statements and definitions of design goals. We will review these findings and any variables with the Grand Rapids Downtown Alliance staff. Ideas will be discussed, presented, and summarized. Specific wayfinding problems will be defined and a statement of problem-solving directives and design tasks will be defined to guide the design phase of work.

LDG Staff Hours: 48 for survey + 18 for evaluations + 24 for collaboration and documentation = Fee: \$8,100 plus expenses, Duration: 5 weeks

Phase 3: Design and Strategy Development

Our team will convene a Teams meeting with the Grand Rapids Downtown Alliance oversight team to present and discuss the needs, opportunities and initial concepts in developing the Wayfinding Master Plan. This meeting will look at each component of the project, including key entry points, portals, landmark elements, other visual orientation aids, gathering areas, and informational components, including the accommodation of event and other temporary signage.

We will present opportunities to integrate new and emerging technologies, the contribution that ancillary media can make, and the potential to define and strengthen the City's image and identity.

Working with the Grand Rapids Downtown Alliance oversight team, we will then get all the challenging issues and important opportunities on the table and incorporated into the conceptual design process. Over the course of several days, we plan to conceptualize and form the core of solutions that will develop into a comprehensive wayfinding system and strategy. Issues such as sustain-ability, the use of recycled and recyclable materials, low-impact energy consumption, leveraging existing wayfinding and identity elements, and low-maintenance solutions will be factored into the initial design explorations. Implementation, updating, and long-term cost implications will be considered, making every effort to balance the potential for visually efficient design solutions with the need for maintainable and be cost-effective ones.

Our preliminary design thinking will consider the City's production capabilities and those of local vendors. The value of being able to interact with the Grand Rapids Downtown Alliance representatives for review and comments will be significant in helping contain costs and keep our efforts on track. Preliminary cost estimates will be prepared based on the concepts that are developed.

Summary and presentation materials will be created for review with the Grand Rapids Downtown Alliance staff, key stakeholders, and other constituents. The wayfinding master plan components will be presented with photo-realistic renderings and typical location drawings. This will include maps that demonstrate the range of application, to-scale elevations, materials, and other methods as needed to best define the elements for evaluation and approval.

A sequencing study, or studies, will be presented to demonstrate how a typical user would follow the various wayfinding scenarios, from initial interest and exposure through the conclusion of their wayfinding experience. Viewer physiology will be presented to demonstrate limitations of vehicular viewing with respect to traffic speed and uniform traffic control and information standards for both federal and state right-of-ways. Where the phased implementation of system components is possible and desired, the methodology for such phasing will be presented and explained with consideration for future urban development and municipal budgets.

At this point in the project, we would seek user questions, comments, and endorsement of the conceptual design. We think that open house sessions with Grand Rapids Downtown Alliance personnel and interested stakeholders in attendance would be the appropriate way to gather feedback, and video conferencing will be the most economical and our preferred method. These meetings will be recorded and available for downloading by the City. The outcome of this phase will be documented and serve as directives for the following phase of work.

LDG Staff Hours: 120, Estimated Fee: \$14,400, Duration: 6 weeks

Phase 4: Final Design and Documentation

Following the initial design phase, our team will refine the wayfinding components as needed. Sign types will be detailed to define the size, materials, location guidelines, and general intent of each component, as needed, for implementation and cost proposals from fabricators and installers. This work will be published in a Manual of Wayfinding Standards for the Grand Rapids Downtown Alliance.

Since some sign types may be selected for phased installation, the design and detailing suitable for bidding, may also be phased to allow for some wayfinding components to be purchased and installed before others. The initial implementation process will be used to test design details with prototypes and to make any needed refinements for future installations. Since we operate from Saint Paul, Minnesota we will not perform the on-site construction management work, (but could be included as additional services on a time and materials basis). CM tasks will need to be conducted by the City or contracted with a local engineering firm capable of oversight of fabrication and field installation and code reviews, as needed and deemed appropriate by the City.

The overall system components will be cost-estimated based on the use of local fabricators, and on a per unit basis with estimated quantities, given the City's defined annual budget. Yearly escalation estimates will be provided, so decisions can be made annually on which components can be installed and how many to install. It can then be possible for the City to create a 5 to 10-year implementation plan that outlines the sign types to be procured, with their preferred locations, and the approximate costs expected, each of the following year.

LDG Staff Hours: 290 Estimated, Fee: \$26,100 Duration: 10 weeks

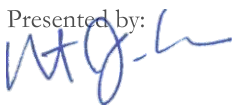
Summary

Many cities have undertaken wayfinding programs. Some have been more successful than others, and some have gained publicity for their design, while others have simply withstood the test of time. We think that the Grand Rapids Downtown Alliance organization can not only create a workable system that improves the visitor and user experience, but also result in financial payback. Looking good is important, but the system must work well, be flexible, economical, expandable, and reliable. Following these design goals will create a program that will endure the test of time.

We propose these design fees to prepare the Wayfinding Master Plan, for design phases 1 thru 4, over a period of 23-24 weeks, to be \$51,840.00 plus any direct expenses for mileage and lodging related to on-site field survey work. Additional fees, if requested, for on-site installation review will be proposed, and upon approval, will be billed later, when the implementation services, scope and timelines are better understood.

We appreciate the opportunity to present our design fees and scope proposal to you and your team, and will be ready to refine it or update it as may be requested.

Presented by:



Robert J. Lane
President, Lane Design Group, Inc.

and our designers,
Steve Keller and Bill Bohnhoff

Accepted by:

Signature

Name & Title

Date

If you don't have a dream, how you gonna have a dream come true?
— Oscar Hammerstein II



We thank you for this opportunity,

Lane Design Group, Inc.

135 Lost Lake Court

Mahtomedi, MN 55115-1866

651 653-3839

www.lanedesigngroup.com



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made this 23rd day of July, 2026, between the Grand Rapids Economic Development Authority ("GREDA"), whose business address is 420 North Pokegama Avenue, Grand Rapids, MN 55744, and Lane Design Group, Inc. ("Consultant"), whose business address is 135 Lost Lake Court, Mahtomedi, MN 55155-1866.

PRELIMINARY STATEMENT

GREDA has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for GREDA projects. That policy requires that persons, firms, or corporations providing such services enter into written agreements with GREDA. The purpose of this agreement is to set forth the terms and conditions for the professional services Consultant will provide in connection with Downtown Grand Rapids Wayfinding Plan and Design, herein referred to as the "Work".

GREDA and Consultant agree as follows:

1. **Work.** The Consultant agrees to provide the professional services described in Exhibit "A" attached hereto (the "Work"). Exhibit A consists of Consultant's June 18, 2026 Wayfinding Plan and Design proposal together with Consultant's written follow-up responses of the same date. In the event of a conflict between the proposal and the follow-up responses, the follow-up responses control.
2. **Time for Performance of Services.** The Consultant shall perform the services described in Exhibit A according to the schedule also included within Exhibit A, hereto.
3. **Compensation for Services.** GREDA agrees to pay the Consultant an hourly not to exceed amount of \$51,840.00 for the Work. In addition to the foregoing \$51,840.00 cap, GREDA will reimburse reasonable travel and lodging expenses, including mileage, for one three-day on-site review and follow-up presentation, not to exceed \$5,200.00 in the aggregate, upon submission of reasonable supporting documentation. Notwithstanding Paragraph 20.E, GREDA will also reimburse Consultant for the documented premium cost of the insurance coverages required by Paragraph 20, in an amount not to exceed \$2,255.12 per policy

- year and \$6,765.36 in the aggregate for the three policy years required by Paragraph 20.C.b, payable within thirty (30) days after Consultant submits its broker's invoice or other documentation of the premium paid. Additional services authorized under this Agreement shall be billed at \$95.00 per staff hour. The agreed fee includes one refinement or revision round per phase, as needed based on consolidated comments. Material additional revision rounds, additional presentations, changes requested after phase approval, and work outside Exhibit A shall be treated as additional services only when authorized in writing by an authorized representative of GREDA. Any other changes in the scope of the Work which may result in additional compensation due to the Consultant shall require prior written approval by an authorized representative of GREDA. GREDA will not pay additional compensation for services that do not have prior written authorization.
4. GREDA agrees to provide the Consultant with the information required to complete the Work.
 5. **Method of Payment.** The Consultant shall submit itemized bills for professional services performed under this Agreement on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to GREDA.
 6. **Project Manager and Staffing.** The Consultant has designated the individuals identified in Exhibit A as the Project Manager to serve on the Project. The Project Manager shall be assisted by other staff members as necessary to facilitate the completion of the Project in accordance with the terms established herein. Consultant may not remove or replace the Project Manager without the approval of GREDA. GREDA will identify one representative authorized to direct Lane Design Group's work and approve additional services. Comments from GREDA, the Downtown Alliance, the City, advisory groups, and other reviewers will be consolidated and provided to Lane Design Group in writing through that representative. The 23-to-24-week schedule will run from GREDA's written notice to proceed and will be reasonably extended for time required for client and stakeholder review.
 7. **Standard of Care.** Consultant shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily exercised by members of the profession under similar circumstances in Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs or damages arising from unreasonable delays in the completion of the Work.
 8. **Audit Disclosure.** The Consultant shall allow GREDA or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to the work performed under this Agreement. Any reports, information, data, etc. given to, or prepared or assembled by, the Consultant under this Agreement which

GEDA requests to be kept confidential shall not be made available to any individual or organization without the GREDAs prior written approval. Upon termination of this Agreement, Consultant shall deliver to GREDAs copies of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Consultant for the Project, ownership of which shall be determined under Paragraph 22, and Consultant may retain copies of such documents as records of the services provided. GREDAs will in all ways comply with the mandates of *Minn. Stat. 13, et.al.* (Data Practices).

9. **Term.** The term of the Agreement shall be from July 23, 2026, the date of signature by the parties notwithstanding, and terminate on May 1, 2027. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.

10. **Termination.** This Agreement may be terminated by the Consultant effective upon sixty (60) days' written notice delivered to GREDAs at the address written above. GREDAs may terminate this Agreement for any reason effective immediately, upon with notice to the consultant. Upon termination under this provision, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination.

If, however GREDAs terminates this Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and GREDAs may retain another consultant to undertake or complete the Work.

11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of GREDAs. No statement herein shall be construed so as to find the Consultant an employee of GREDAs.

12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

13. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the prior written consent of the other party.

14. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for in Exhibit A shall be honored by GREDAs.

- 15. Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
- 16. Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
- 17. Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. The Consultant and GREDA, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle GREDA to immediately terminate this Agreement.
- 18. Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
- 19. Indemnification.** Consultant agrees to indemnify and hold harmless GREDA and its officials, employees and agents from any liability, claims, damages, costs, losses judgments, or expenses, including reasonable attorney's fees, resulting directly from a negligent act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement.
- 20. Insurance.**
- A. **General Liability.** Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph or required by law. The policy(ies) shall name GREDA as an additional insured for the services provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

- B. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability on this Project:

Workers Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Comprehensive General Liability	\$1,500,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Complete Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability each	\$1,000,000 combined single limit
all	accident (shall include coverage for
vehicles.	owned, hired and non-owned
Umbrella or Excess Liability	\$1,000,000

- C. The Comprehensive General/Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
- Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
 - Products and Completed Operations coverage. Consultant agrees to maintain this coverage for a minimum of two (2) years following completion of its work. Said coverage shall apply to bodily injury and property damage arising out of the products-completed operations hazard.

- c. Personal injury with Employment Exclusion (if any) deleted.
 - d. Broad Form CG 0001 0196 Contractual Liability coverage, or its equivalent.
 - e. Broad Form Property Damage coverage, including completed operations, or its equivalent.
 - f. Additional Insured Endorsement(s), naming the “Grand Rapids Economic Development Authority” as an Additional Insured, on ISO form CG 20 10 07 04 or such other endorsement form as is approved by GREDA.
 - g. If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
 - h. “Stop gap” coverage for work in those states where Workers’ Compensation Insurance is provided through a state fund if Employer’s liability coverage is not available.
 - i. Severability of Insureds provision.
- D. Professional Liability Insurance. The Consultant agrees to provide to GREDA a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for GREDA. Said policy shall provide an aggregate limit of \$2,000,000. Said policy shall not name GREDA as an insured.
- E. Consultant shall maintain in effect all insurance coverages required under this Agreement at Consultant’s sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by GREDA in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:
- a. All policies, except the Professional Liability Insurance policy, shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable);
 - b. All policies, except the Professional Liability Insurance policy, shall be applied on a “per project” basis;
 - c. All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall contain a waiver of

subrogation naming “the Grand Rapids Economic Development Authority”;

- d. All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall name “the Grand Rapids Economic Development Authority” as an additional insured;
- e. All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement; and
- f. All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to GREDA.

A copy of the Consultant’s Certificate of Insurance, evidencing the coverage to be provided under this Paragraph 20 subject to the exceptions stated below, must be filed with GREDA prior to the start of Consultant’s Work. Upon request, a copy of the Consultant’s insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to GREDA and shall provide satisfactory evidence of the coverage to be provided under this Paragraph 20. Renewal certificates shall be provided to GREDA prior to the expiration date of any of the required policies. GREDA will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, GREDA’s right to enforce the terms of Consultant’s obligations hereunder. GREDA reserves the right to examine any policy provided for under this paragraph. Consultant will provide the coverage evidenced by its certificate before work begins, and GREDA acknowledges and accepts these exceptions: the carrier cannot name GREDA or the City as an additional insured on the umbrella policy, that coverage being outside the scope of an umbrella policy; and workers’ compensation, employer’s liability, and other employee-related coverage is not required because Consultant’s only employee is its sole owner and executive officer, who is excluded from the Minnesota Workers’ Compensation Act under Minnesota Statutes section 176.041, subdivision 1. If Consultant later engages employees, Consultant shall procure workers’ compensation and employer’s liability coverage at the limits stated in Paragraph 20.B and provide GREDA with a certificate evidencing that coverage. GREDA further agrees that the policies, forms, endorsements, and limits reflected on the certificate of insurance and accompanying quotation provided by Consultant’s carrier satisfy the requirements of this Paragraph 20, including the additional insured, primary and non-

contributory, waiver of subrogation, and per-project requirements of Paragraphs 20.C.f and 20.E, and that Consultant shall have no obligation under Paragraph 20.F with respect to any coverage, form, or endorsement that its carrier does not provide as reflected in that certificate.

- F. **Effect of Consultant's Failure to Provide Insurance.** If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless GREDA, GREDA's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to GREDA (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its subcontractors, agents, employees, or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, GREDA may require Consultant to:

- a. Furnish and pay for a surety bond, satisfactory to GREDA, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Consultant's insurance company.

Consultant will take the action required by GREDA within fifteen (15) days of receiving notice from the GREDA.

21. Records Access. The Consultant shall provide GREDA access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this contract are closed.

22. Ownership of Documents. The project-specific plans, diagrams, analyses, reports, standards manual, and other deliverables prepared by Consultant for the Project under this Agreement are referred to as the "Project Deliverables." Upon GREDA's payment for the applicable Project Deliverables, Consultant assigns to GREDA all right, title, and interest, including all copyright, in the project-specific

expression contained in those Project Deliverables, subject to Consultant's rights reserved below. GREDA may use, reproduce, distribute, display, modify, maintain, and implement the Project Deliverables for the Project and for GREDA's governmental purposes. Cost estimates prepared by Consultant are opinions of probable cost based on Consultant's professional judgment and experience. Consultant does not control the cost of labor, materials, or equipment, fabricator or installer pricing methods, competitive bidding, or market conditions, and does not warrant or guarantee that actual costs or bids will not vary from Consultant's estimates. Consultant retains all right, title, and interest in its pre-existing and general-purpose materials, including its tools, methods, processes, know-how, templates, typefaces, icon and symbol libraries, design methodologies, software, and work prepared for other clients, together with any materials not created specifically for the Project (collectively, "Consultant Materials"), and nothing in this Agreement transfers ownership of Consultant Materials to GREDA. Consultant grants GREDA a perpetual, non-exclusive, royalty-free license to use, reproduce, distribute, display, and modify Consultant Materials solely as incorporated into Project Deliverables for which GREDA has paid, for the Project and for GREDA's governmental purposes. Consultant may reproduce and display the Project Deliverables and images of the completed Project in its portfolio, on its website, in award and professional-recognition submissions, and in customary promotional materials, with appropriate credit to GREDA, provided that Consultant does not disclose information GREDA has requested in writing be kept confidential under Paragraph 8. Reuse of the Project Deliverables for the purposes of the Project contemplated by this Agreement ("Project") does not relieve any liability on the part of Consultant, but any reuse of the Project Deliverables by GREDA or Consultant beyond the scope of the Project is without liability to the other, and the party reusing the Project Deliverables agrees to defend and indemnify the other from any claims or liability resulting therefrom.

23. Subcontractor. The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in Exhibit A, without the express written consent of GREDA. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by GREDA for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by GREDA, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. In addition, no subcontractor can file a lien against GREDA.

24. Dispute Resolution/Mediation. Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or

equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the mediation standards currently in effect. A request for mediation shall be filed in writing with the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Grand Rapids unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof. If litigation is initiated by any party, any and all, litigation must be venued solely in the State of Minnesota, Ninth District, specifically in Itasca County.

25. **Conflicts.** No salaried officer or employee of GREDA and no member of the Grand Rapids Economic Development Authority Board of Commissioners shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void. Any federal regulations and applicable state statutes shall not be violated.
26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
27. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
28. **Governing Law.** This Agreement shall be controlled by laws of the State of Minnesota. Executed as of the day and year first written above.

Grand Rapids Economic Development Authority _____ GREDA President _____ GREDA Executive Director	Lane Design Group, Inc. <u>By:</u> _____ <u>Its:</u> _____
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REQUEST FOR GRAND RAPIDS EDA ACTION

AGENDA DATE: August 27, 2026

STATEMENT OF ISSUE: Consider approval of a proposal from Bruan Intertec for professional service in connection with the preparation of a hazardous material survey.

PREPARED BY: Rob Mattei, Executive Director

BACKGROUND:

GREDA has an executed purchase agreement with the John and Glenna Kellin for the purchase of the former Ben's Bait building.

Following the purchase of the property and prior to any action by GREDA to demolish the structure, a hazardous material survey must be completed to determine where any hazardous building materials, such as asbestos and lead based paint, exist that must be separately handled or disposed of.

Braun Intertec has provided a proposal for this service at an estimated total cost of \$3,912.50.

RECOMMENDATION:

REQUIRED ACTION: Make a motion to approve a proposal from Bruan Intertec for professional service in connection with the preparation of a hazardous material survey.

August 19, 2026

Proposal 10013942_001

Rob Mattei
City of Grand Rapids Economic Development Authority
420 Pokegama Avenue
Grand Rapids, MN 55744

Re: Proposed Services and Cost Estimate
Pre-Demolition Hazardous Building Materials Inspection
Ben's Bait
533 Northwest 4th Street
Grand Rapids, Minnesota

Dear Mr. Mattei:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide services and a cost estimate for a pre-demolition Hazardous building materials inspection of the former Ben's Bait structure located at 533 Northwest 4th Street in Grand Rapids, Minnesota (Site). This proposed work will be performed in accordance with the terms and conditions in the Braun Intertec General Conditions.

Scope of Services

The goal of the inspection will be to identify potentially hazardous building materials that require separate handling and/or disposal prior to building demolition. The inspection will be conducted by our experienced and accredited asbestos inspectors. Our representatives will perform the following services:

- Visually examine accessible areas and identify the locations of suspect asbestos-containing materials (ACM), lead-based paint (LBP), PCBs, mercury, and other miscellaneous hazardous materials.
- Collect and analyze representative bulk samples of materials suspected of containing asbestos. Examples of materials to be collected for analysis include, but are not limited to: floor tile, linoleum flooring, wall and ceiling plaster, suspended and acoustical ceiling tile, sheetrock, thermal system insulation, textured ceiling material and fireproofing.
- Conduct limited LBP testing of potential re-useable components with painted surfaces suspected of containing lead (where applicable). Testing, if warranted, will be accomplished using laboratory analysis of paint chips.
- Assign a hazard rating based on asbestos content with respect to the materials condition, friability, accessibility, and hazard potential.
- Document the various materials current conditions and estimated quantities of ACM.

- Generate a final report, documenting the sample locations, analysis results, conditions, and ACM estimated quantities.

The Braun Intertec personnel conducting the inspection are fully accredited asbestos inspectors, in accordance with state and federal regulations. Asbestos analysis will be performed by a laboratory that is accredited for polarized light microscopy (PLM) asbestos bulk sample analysis by the National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program.

Cost Estimate

Based on our current understanding of the project requirements and the assumptions stated herein, we estimate the cost to perform the environmental consulting services to be about **\$3,912.50**, which includes one hour of post deliverable consulting time for revisions to the draft report and/or communication with the project team and/or owner.

The estimated cost breakdown by activity is listed below.

Service Description	Cost Estimate
Site Inspection and Documentation <i>Includes field preparation, site inspection and sample preparation</i>	\$ 1,068.00
Analytical Services <i>Includes PLM analysis (up to 100 PLM samples and 5 lead paint chip samples)</i>	\$ 1,495.00
Report Preparation and Project Management	\$ 1,349.50
Estimated Total	\$ 3,912.50

Our services will be billed at the following unit rates if additional services are required:

Personnel	
Staff Scientist II	\$126/hour
Senior Scientist	\$228/hour
Project Control Specialist I	\$134/hour
Project Assistant IV	\$93/hour

Mileage and Analytical Testing	
Vehicle Trip Charge	\$60 per trip
Asbestos Content using PLM (EPA/600/R-93/116)	\$17.25/sample layer (72-hrs TAT)
PLM - 400 PC Method (reporting limit <0.25%)	\$25/sample layer (72-hrs TAT)

Unit prices for time and expenses are set costs. Other figures such as number of hours to perform the inspection, number of samples, report time, etc. are estimated figures. Consequently, our estimated costs may be higher or lower, depending on the actual site conditions encountered. The total projected cost will not be exceeded by more than 10% without additional authorization. The terms and conditions under which these services will be provided are detailed in the attached General Conditions, which are part of this proposal.

Schedule

We will require 3 to 5 working days advanced notice to schedule the proposed scope of work. It is our understanding that an owner's representative will be responsible for scheduling the Site visit during normal business hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. Our proposal also assumes that the on-Site work will be completed in 1 working day. If conditions occur that require us to work outside of these hours or due to circumstances beyond our control, we will request additional fees to cover our additional overtime costs.

Laboratory turnaround time for the specified asbestos sample analysis is 3 to 5 working days. Upon receipt of the laboratory reports, our written reports will be submitted to you within 10 working days thereafter. Preliminary verbal results will be provided to you if requested.

Limitations

The sampling of materials for asbestos content will be accomplished by destructive means. Damage to the building and associated components are inevitable. Sampling of materials for asbestos content involves the collection of a small piece of that material. Some damage is inevitable. However, every effort will be made to limit cuts and holes to discreet locations. Our representatives will not be responsible for repairing materials damaged during sampling.

In any building, the potential exists for hazardous building materials to be located inside walls, above ceilings, under floors, buried underground, and other inaccessible areas. This inspection will attempt to identify hazardous building materials in these inaccessible areas. However, it is not feasible to inspect 100 percent of these areas. Therefore, Braun Intertec cannot be held responsible for the presence of any such hidden materials. The demolition contractor and other contractors involved in the project should be made aware of the potential for hazardous building materials to be located in inaccessible areas. If previously unidentified suspect hazardous building materials are exposed during their activities, they should be sampled and analyzed for content prior to any disturbance.

Braun Intertec will not be liable for any past, existing, or future damage to the roofing systems, the building structures, or the contents of the building.

In performing its services, Braun Intertec will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

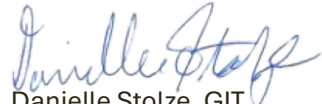
We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Danielle Stolze at 319.430.0105 or dstolze@braunintertec.com.

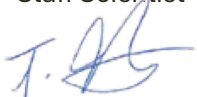
Sincerely,

Braun Intertec Corporation



Danielle Stolze, GIT

Staff Scientist



Ted R. Hubbes, PG, CHMM

Senior Scientist, Senior Manager

Attachments:

General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC GENERAL CONDITIONS**SECTION 1: AGREEMENT**

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the performance of Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PF ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDE OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

Item 4.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.