

**CONTRACT SUMMARY PAGE**

<b>Term</b>	<b>Description</b>	<b>Section</b>
"CONSULTANT"	Bolton & Menk, Inc.	Preamble
"CLIENT"	Grand Rapids Economic Development Authority	Preamble
"Project"	Crystal Lake Estates Second Addition Demolition and Utility Project	Preamble
Scope of Services	Services to be performed in connection with the Project	Exhibit A/Exhibit I
Fees	Consultant shall be compensated by (check one): <input checked="" type="checkbox"/> on an hourly basis pursuant to the Schedule of Fees, but the total fees shall not exceed \$74,934.00	Section III.A, Schedule 1
Schedule of Fees	Hourly rates to be charged for the Project or for Additional Services	Schedule 1
Reimbursable Expenses	Consultant shall be reimbursed at cost plus an overhead fee not to exceed 10.00% for Direct Expenses incurred in the performance of the work.	Section III.A.6
Payment	Consultant shall invoice Client no more than monthly, with payments to be due within 45 days of invoice.	Section III.B
Limitation of Liability	Consultant's aggregate liability shall not exceed: ___[the total available insurance proceeds paid on behalf of or to Consultant in satisfaction of Client's claims, up to the then available amount of insurance under the applicable policy	Section IV.C.5
Term of Agreement	two (2) years or a longer identified completion period	Section IV.J

**ATTACHMENTS:**

- Schedule 1 Schedule of Fees
- Exhibit A Scope of Services

**AGREEMENT FOR PROFESSIONAL SERVICES MN**

**STANDARD PROJECT-PUBLIC CLIENT**

**PUBLIC CLIENT and BOLTON & MENK, INC.**

This Agreement, made this 20th day of February, 2026, by and between Grand Rapids Economic Development Authority, Grand Rapids, MN 55744, (“CLIENT”), and Bolton & Menk, Inc., 1960 Premier Drive, Mankato, MN 56001, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with Crystal Lake Estates Second Addition Demolition and Utility Project (“Project”) and whereas the CONSULTANT agrees to furnish the various professional services (the “Services”), including Basic Services and Additional Services as defined in Section I, as requested by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION I – CONSULTANT’S SERVICES**

- A.** The CONSULTANT agrees to perform the various Basic Services in connection with the Project as described in Exhibit A.
- B.** Upon mutual agreement of the parties, professional services in addition to the Basic Services (the “Additional Services”) may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

**SECTION II - THE CLIENT'S RESPONSIBILITIES**

- A.** The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.
- B.** The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C.** The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D.** The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E.** The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

**F.** The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

**G.** The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.

**H.** The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

### **SECTION III - COMPENSATION FOR SERVICES**

#### **A. FEES.**

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees attached hereto as Schedule 1 for the time spent by CONSULTANT'S personnel in performance of the Services. Total fees for the Services shall not exceed \$74,934.00 without the prior consent of CLIENT. See the attached Schedule 1 for Schedule of Fees applicable to this Agreement.
2. The preceding Schedule of Fees shall apply for services provided through December 31, 2026. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work

## **B. PAYMENTS AND RECORDS.**

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

## **SECTION IV – GENERAL**

- A. STANDARD OF CARE.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. CHANGE IN PROJECT SCOPE.** In the event the CLIENT changes or is required to change the scope or duration of the Project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and this Agreement will be revised in writing.
- C. LIMITATION OF LIABILITY**
  1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT'S work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT'S obligation to indemnify the CLIENT and CLIENT'S officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or

actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.

2. Liability of Client. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, Wisconsin Statutes Section 893.80, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT'S corporate entity.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

#### **D. INSURANCE**

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies, to the extent permitted by CONSULTANT'S insurers.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.

5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
  6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
  7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium
- E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST.** Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.
- F. CONSTRUCTION SERVICES.** It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.
- G. USE OF ELECTRONIC/DIGITAL DATA.**
1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
  2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce

the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

#### **H. REUSE OF DOCUMENTS**

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans, and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

**I. CONFIDENTIALITY.** CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information related to the Project obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

**J. PERIOD OF AGREEMENT.** This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

**K. TERMINATION.** This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 7 days of receipt of the notice.

4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
  5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.
- L. INDEPENDENT CONTRACTOR.** Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
- M. CONTINGENT FEE.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.
- N. NON-DISCRIMINATION.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**
- O. ASSIGNMENT.** Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.
- P. SURVIVAL.** All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.
- Q. SEVERABILITY.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- R. CONTROLLING LAW.** This Agreement is to be governed by the law of the Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.
- S. DISPUTE RESOLUTION.** CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using mutually agreed upon a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.
- T. MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA).** All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as additional services for its reasonable labor and other direct expenses in complying with any MGDPA request, but only to the extent that the request is not due to a negligent, intentional or willful act or omission by the CONSULTANT or other failure to comply with its obligations under this contract.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]**

**SECTION V - SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

Grand Rapids Economic Development Authority

Bolton & Menk, Inc.

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: Rob Mattei

Name: Joshua G. Stier, PE

Title: Director of Community Development

Title: Senior Project Manager

Date: \_\_\_\_\_

Date: 02/23/26

# 2026 FEE SCHEDULE

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2026. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

EMPLOYEE CLASSIFICATION	2026 HOURLY BILLING RATE
Administrative	\$70-175
Technician	\$98-186
Survey Technician	\$112-202
Senior Technician	\$138-230
Construction Manager	\$162-228
Design Engineer	\$135-202
Graduate Engineer	\$125-190
Graduate Surveyor	\$145-202
Landscape Designer	\$128-178
Landscape Architect	\$156-185
Licensed Project Surveyor	\$190-237
Planner	\$120-181
Project Engineer	\$148-220
Project Manager	\$140-261
Senior Landscape Architect	\$154-269
Senior Planner	\$172-240
Senior Project Engineer	\$170-220
Senior Project Manager	\$190-290
Architect	\$160-276
Specialist*	\$100-216
Practice Expert**	\$125-349
Principal**	\$180-320
Senior Principal**	\$232-344
GPS/Robotic Survey Equipment <sup>1</sup>	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

\*Specialized role not classified above otherwise.

\*\*Highly specialized and industry expertise unique to the market or area of discipline.



# CRYSTAL LAKE ESTATES SECOND ADDITION DEMOLITION AND UTILITY PROJECT

GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

**Contact:**

Andy Brotzler, PE  
218-812-8900  
Andrew.Brotzler@bolton-menk.com

.....

504 NW 1<sup>st</sup> Avenue | Suite 205  
Grand Rapids, MN 55744  
218-571-4347 | Bolton-Menk.com

WE BELIEVE ALL PEOPLE SHOULD LIVE IN SAFE,  
SUSTAINABLE, AND BEAUTIFUL COMMUNITIES.

FEBRUARY 17, 2026



**BOLTON  
& MENK**

Real People. Real Solutions.



Real People. Real Solutions.

504 NW 1<sup>st</sup> Avenue | Suite 205  
Grand Rapids, MN 55744  
218-571-4347 | Bolton-Menk.com

February 17, 2026

Rob Mattei  
Director of Community Development  
Grand Rapids Economic Development  
Authority  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

RE: Proposal for Crystal Lake Estates  
Second Addition Demolition and Utility  
Project

Dear Rob Mattei

The Grand Rapids Economic Development Authority has initiated the Crystal Lake Estates Second Addition project to prepare eight new single family home sites through the demolition of the former ISD 318 Administration Building and the extension of new public utilities. This project transforms an aging facility into a neighborhood ready asset by clearing the site, establishing safe grading and drainage, and delivering reliable sanitary, water, and electric services. Like you, Bolton & Menk, Inc. takes great pride in designing and managing projects that are safe, sustainable, and functional. We understand what needs to be accomplished for the successful completion of the Crystal Lake Estates Second Addition project.

### A local, Invested Team Building a Long-Term Partnership

This project sits in the heart of Grand Rapids, and our team is part of the community it serves. Being local means we respond quickly, we are on site when you need us, and we design with firsthand understanding of your infrastructure and your expectations. It also means we care deeply about the success of this project and future ones. We approach our work with GREDA not as a one time engagement, but as a continuation of a trusted, long term partnership grounded in communication, reliability, and shared goals for the community. Our commitment is to deliver an experience that strengthens that relationship and sets the stage for future collaboration.

### Safe, Predictable Demolition that Clears the Way for Development

Demolition is the foundation of this project's success, and it must be done cleanly, safely, and without surprises. We build our sequencing around the pre-demolition hazardous building materials survey, beginning with controlled abatement of confirmed asbestos containing materials, followed by removal of regulated wastes, then structural demolition under tightly managed dust, noise, and haul route controls. Each step is verified before advancing to the next. This approach protects nearby properties, ensures compliance, and creates a clean, build ready site that keeps the broader schedule intact.

### Ready to Get Started Immediately and Maintain Momentum

The project moves on a defined timeline toward the August 15, 2026 completion date, and early clarity matters. Our team is prepared to begin right away. We align scope, finalize sequencing, coordinate immediately with city utilities and GRPUC, and advance design and bidding without delay. This readiness allows GREDA to maintain momentum, protect the schedule, and move confidently into construction.

In continued service to the City of Grand Rapids and GREDA, we are excited for the opportunity to complete the Crystal Lake Estates Second Addition project. Please contact me at 218-812-8900 or [andrew.brotzler@bolton-menk.com](mailto:andrew.brotzler@bolton-menk.com) if you have any questions regarding our proposal.

Respectfully submitted,  
**Bolton & Menk, Inc.**

A handwritten signature in blue ink that reads 'Andy Brotzler'.

Andy Brotzler, PE  
Senior Project Manager



BOLTON & MENK

# FIRM PROFILE



**We believe all people should live in safe, sustainable, and beautiful communities and we take pride in our ability to make that happen. It's why we get out of bed every morning.**

Our commitment to communities began in 1949, serving the needs of municipal clients in small towns. As we continue to grow in both numbers and experience, our dedication to building trust and ensuring a true partnership with our clients remains the same. Our goal is to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Simply put, we're people helping people. Today, Bolton & Menk, Inc. has more than 1,000 multiregional employees including a professional staff of more than 300 engineers, planners, landscape architects, and surveyors.

Our dedication to our clients shines through in the work we provide. We are committed to cultivating and delivering exceptional community infrastructure solutions. From advocating for our communities to designing their dreams to finding funding; we take pride in our work because we live here too. We believe in the power of face-to-face meetings, friendly conversations, and collaborative decision-making to keep your projects on schedule, within budget, and focused on real, workable solutions.

**We promise every client two things:**

**WE'LL WORK HARD FOR YOU AND WE'LL DO A GOOD JOB.**

We take a personal interest in the work being done around us and do our part to build a better quality of life for all. At the end of the day, we're Real People offering Real Solutions.

# PROJECT TEAM

Successful project delivery depends on a team that is responsive, experienced, and fully aligned with the community it serves. Our project team brings the technical expertise required for demolition, utility installation, public bidding, and construction administration, backed by a strong local presence and a commitment to long term partnership with GREDA and the City of Grand Rapids. Each member of our team is selected for their direct experience with projects similar in scale and complexity to the Crystal Lake Estates Second Addition, ensuring GREDA receives knowledgeable guidance, clear communication, and dependable on site support from start to finish. The following professionals will lead and support this project from design through final completion.



**KORY JOHNSON, PE**  
**Project Manager**

Kory will lead the project from kickoff through closeout, coordinating design, bidding, quality, and schedule with GREDA and the city.

Kory is a municipal project manager at Bolton & Menk with experience in civil engineering and infrastructure delivery. Since 2011, he has led transportation, construction, and municipal projects from design through construction, applying a hands-on, collaborative approach to deliver technically sound solutions aligned with community needs and long-term public value.



**ANDY BROTZLER, PE**  
**Principal-in-Charge/Quality Manager**

Andy will provide senior oversight, quality control, and strategic guidance throughout the project.

Andy is a senior municipal project manager with experience as both a consultant city engineer and a public works director. He brings a collaborative approach and deep expertise in public engagement, working effectively with the public, agencies, and elected officials on locally funded, State Aid, and federally funded transportation projects.



**SAMI BONN-MILLER**  
**Design Engineer/Site Representative**

Sami will complete detailed grading, utility, and site improvement design, coordinating with field staff to ensure plans translate smoothly to construction.

Sami is a municipal design engineer supporting public infrastructure projects from preliminary design through construction. She assists with design, plans, specifications, cost estimates, and construction administration, coordinating with contractors, residents, and city staff to deliver practical, high-quality solutions that strengthen communities and improve everyday quality of life.



### **JIM ARCHER, PE** **Structural Engineer**

Jim will provide structural review and guidance to support safe, cost-effective demolition and site preparation.

Jim is the structural division leader and a principal at Bolton & Menk. He began his engineering career in 2001 and is responsible for planning and designing bridges and other structural infrastructure, as well as business development and client service. He is committed to delivering projects that meet current and future needs in a practical, functional, and maintainable way. His background in asset management provides insight into how structural design impacts project budgets and long-term maintenance.



### **GIDEON BODE, PE** **Project Engineer**

Gideon will provide structural guidance for demolition planning and execution, evaluating structural behavior during removal to support safe, efficient site preparation.

Gideon is a structural project engineer who began his career in 2018. He designs and prepares construction plans, specifications, and assessment reports for municipal buildings, environmental structures, and new or renovated facilities. He focuses on practical, high-quality solutions that support client goals and long-term community needs across diverse project types.



### **TANNER VARO, CST III** **Survey**

Tanner will establish project control and complete staking to ensure accurate layout and final as-built documentation.

Tanner is a survey field technician at Bolton & Menk who began his professional career in 2019. He assists with topographic and boundary surveys, construction staking, and drafting. Tanner's drive stems from his love of being outdoors and working with people he can learn from.



### **AN EXPERIENCED TEAM**

Our team brings hands-on experience delivering demolition coordination, utilities, site improvements, and complex stakeholder environments across municipal, transportation, and energy projects.

- Harbor Light Subdivision, City of Duluth, MN
- Blackwater Banks

- Development, Cohasset, MN (ICS Consulting)
- NAI Legacy Development, City of Two Harbors, MN
- West End Utilities, City of Two Harbors, MN
- 2025 CWI – 23<sup>rd</sup> Street, Hibbing Public Utilities Commission
- TH 61 Road Improvements, City of Grand Portage, MN
- East Superior Street Reconstruction, City of Duluth, MN

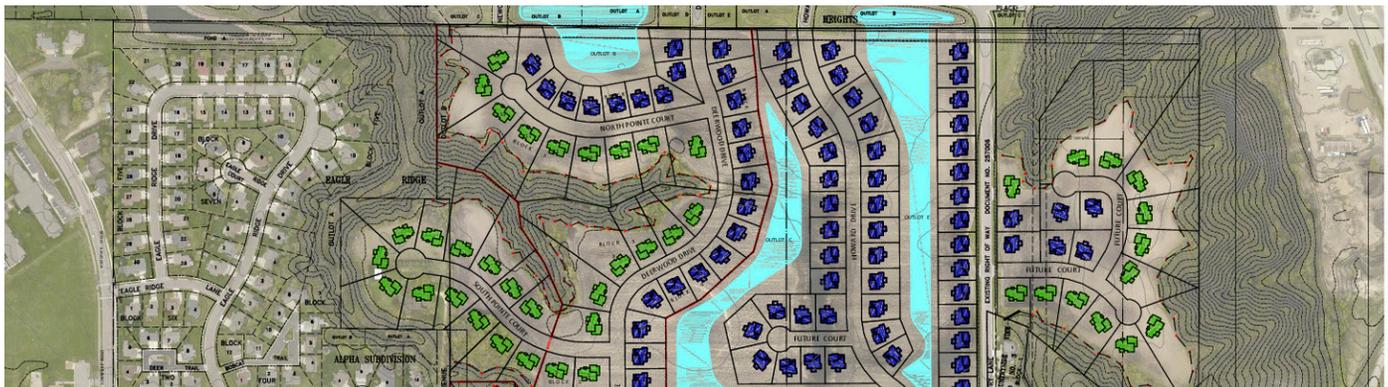
- TH 52/117<sup>th</sup> Street Interchange Improvements, City of Rosemount, MN
- Victory Memorial Parkway, City of Minneapolis, MN
- St. Anthony Bridge/I-35W Project, City of Minneapolis, MN
- Line 3 Pipeline Replacement Design, Enbridge, MN
- Downtown Riverfront Improvements, Cast-in-Place Form Retaining Wall, City of Fergus Falls, MN

- Wall Street Improvements, Big Block Retaining Wall, City of Northfield, MN
- August Schell Brewing Company, Building Improvements, City of New Ulm, MN
- FEMA Safe Room Building, City of Springfield, MN
- Pioneer Ridge Campground, Prefab Building Restroom foundation, Wapello County Conservation, Iowa

# RELEVANT EXPERIENCE

Bolton & Menk specializes in providing infrastructure services for municipalities. Over our 75-year history, the firm has continued to grow and expand its expertise based on the unique needs and challenges of cities. In addition to basic services such as infrastructure maintenance, reconstruction, and expansion, we offer specialized expertise in traffic and transportation engineering, landscape architecture, water resources, environmental services, surveying and mapping, water and wastewater treatment, city planning, as well as airport planning and engineering. This range of municipal services enables our firm to easily accommodate the diverse needs of our clients.

We have highlighted several projects as examples of recent and related team experience. Client satisfaction remains a top priority for us as evidenced by quality deliverables, cost-effective rates, and timely project delivery. Additional project information is available upon request. All projects fall within the 5 year requirement.

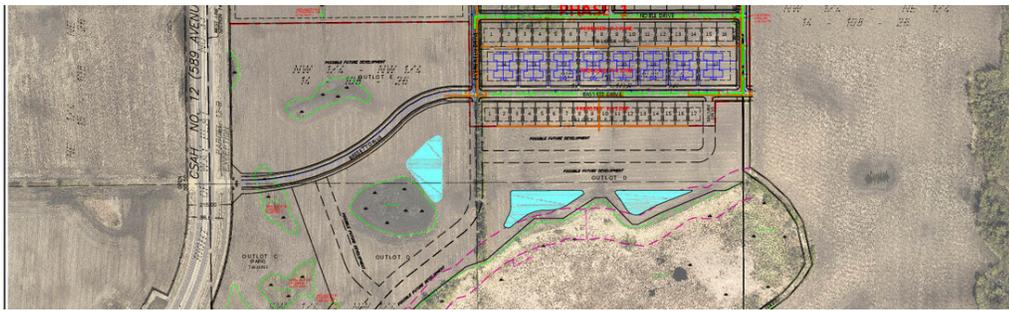


## THE WATERS NORTH SUBDIVISION, CITY OF NORTH MANKATO, MN

Prairie Development purchased an undeveloped property located between older existing single family residential homes and newer single family residential homes in upper North Mankato. Bolton & Menk worked with the developer to create unique lots which either had ravines or new storm ponds adjacent to the property. We provided the developer with a master plan and full civil design document to construct the project. This project is currently under construction with additional phases planned in the future.

### Why this matters to GREDA:

- Demonstrates our ability to design infill residential sites with challenging drainage, grading, and adjacency constraints
- Shows experience turning raw land into buildable lots through coordinated utility design and stormwater management
- Reflects our ability to deliver phased projects that maintain momentum and long term development potential



LEGAL DESCRIPTION	TOTAL SUBJECT PROPERTY: 151.34 ACRES
Block 1	11.1400 SQFT
Block 2	11.1400 SQFT
Block 3	11.1400 SQFT
Block 4	11.1400 SQFT
Block 5	11.1400 SQFT
Block 6	11.1400 SQFT
Block 7	11.1400 SQFT
Block 8	11.1400 SQFT
Block 9	11.1400 SQFT
Block 10	11.1400 SQFT
Block 11	11.1400 SQFT
Block 12	11.1400 SQFT
Block 13	11.1400 SQFT
Block 14	11.1400 SQFT
Block 15	11.1400 SQFT
Block 16	11.1400 SQFT
Block 17	11.1400 SQFT
Block 18	11.1400 SQFT
Block 19	11.1400 SQFT
Block 20	11.1400 SQFT
Block 21	11.1400 SQFT
Block 22	11.1400 SQFT
Block 23	11.1400 SQFT
Block 24	11.1400 SQFT
Block 25	11.1400 SQFT
Block 26	11.1400 SQFT
Block 27	11.1400 SQFT
Block 28	11.1400 SQFT
Block 29	11.1400 SQFT
Block 30	11.1400 SQFT
Block 31	11.1400 SQFT
Block 32	11.1400 SQFT
Block 33	11.1400 SQFT
Block 34	11.1400 SQFT
Block 35	11.1400 SQFT
Block 36	11.1400 SQFT
Block 37	11.1400 SQFT
Block 38	11.1400 SQFT
Block 39	11.1400 SQFT
Block 40	11.1400 SQFT
Block 41	11.1400 SQFT
Block 42	11.1400 SQFT
Block 43	11.1400 SQFT
Block 44	11.1400 SQFT
Block 45	11.1400 SQFT
Block 46	11.1400 SQFT
Block 47	11.1400 SQFT
Block 48	11.1400 SQFT
Block 49	11.1400 SQFT
Block 50	11.1400 SQFT
Block 51	11.1400 SQFT
Block 52	11.1400 SQFT
Block 53	11.1400 SQFT
Block 54	11.1400 SQFT
Block 55	11.1400 SQFT
Block 56	11.1400 SQFT
Block 57	11.1400 SQFT
Block 58	11.1400 SQFT
Block 59	11.1400 SQFT
Block 60	11.1400 SQFT
Block 61	11.1400 SQFT
Block 62	11.1400 SQFT
Block 63	11.1400 SQFT
Block 64	11.1400 SQFT
Block 65	11.1400 SQFT
Block 66	11.1400 SQFT
Block 67	11.1400 SQFT
Block 68	11.1400 SQFT
Block 69	11.1400 SQFT
Block 70	11.1400 SQFT
Block 71	11.1400 SQFT
Block 72	11.1400 SQFT
Block 73	11.1400 SQFT
Block 74	11.1400 SQFT
Block 75	11.1400 SQFT
Block 76	11.1400 SQFT
Block 77	11.1400 SQFT
Block 78	11.1400 SQFT
Block 79	11.1400 SQFT
Block 80	11.1400 SQFT
Block 81	11.1400 SQFT
Block 82	11.1400 SQFT
Block 83	11.1400 SQFT
Block 84	11.1400 SQFT
Block 85	11.1400 SQFT
Block 86	11.1400 SQFT
Block 87	11.1400 SQFT
Block 88	11.1400 SQFT
Block 89	11.1400 SQFT
Block 90	11.1400 SQFT
Block 91	11.1400 SQFT
Block 92	11.1400 SQFT
Block 93	11.1400 SQFT
Block 94	11.1400 SQFT
Block 95	11.1400 SQFT
Block 96	11.1400 SQFT
Block 97	11.1400 SQFT
Block 98	11.1400 SQFT
Block 99	11.1400 SQFT
Block 100	11.1400 SQFT

## GROH FARM SUBDIVISION, CITY OF MANKATO, MN

Drummer Land Investments wanted a master plan for the development of the Groh Farm property in Mankato. The property is approximately 160 acres in a high growth area between Mankato and Eagle Lake. The goal of the development was to maximize the potential use for the property and be consistent with the City of Mankato and Blue Earth County plans for future land use and area transportation networks. Bolton & Menk delivered a master plan and full civil design document for the project that included commercial condos, single family residential, multifamily residential, parks, trails, wetlands, and related infrastructure.

### Why this matters to GREDA:

- Highlights our ability to plan and design large scale residential expansions with multiple land uses
- Demonstrates our strength in utility system layout, roadway planning, and stormwater best practices
- Shows how we align community goals with infrastructure feasibility and cost efficiency



## GLENWOOD HEIGHTS ADDITION, CITY OF WORTHINGTON, MN

The City of Worthington needed developable lots for residential housing and purchased approximately 50 acres of land. A master plan for a mixed-use development was needed on the site, which is located southwest of Lake Okabena. The goal of the development was to maximize the potential use for the property and be consistent with the City of Worthington's plans for future land use and area transportation networks. Bolton & Menk delivered a master plan and full civil design document for the project that included low-density, single family residential, and medium-density, single family residential lots. After the master plan was adopted by the city and

its housing committee, we prepared construction plans and contract documents for the first phase of lots to make them shovel ready for area residents and builders to purchase. This initial phase of the development was delivered on time and within budget.

### Why this matters to GREDA:

- Directly relevant to preparing build ready lots, coordinating utilities, and supporting housing expansion
- Shows our strength in turning master plans into bid ready, constructible designs
- Demonstrates successful delivery of publicly funded projects with tight budget expectations

## LISLEGARD ADDITION, CITY OF AURORA, CO

The City of Aurora is planning to construct a housing development on the 21-acre parcel south of CSAH 100 and west of Erie Street. The project will be broken into two phases; Phase I will create approximately 12 – ¼ acre lots and Phase II will create an additional 26 – ¼ acre lots, totaling 36 new lots for new homes in the City of Aurora. This project will include replacing the existing watermain and sanitary sewer utilities behind the existing Knuti Drive and Erie Street properties as part of the Knuti Drive Utility Project.

### Why this matters to GREDA:

- Demonstrates experience designing and phasing residential subdivisions in northern Minnesota
- Shows our ability to coordinate new utilities with existing infrastructure in tight residential areas
- Highlights our familiarity with publicly funded projects, grant reporting, and transparent documentation



# PROJECT APPROACH AND SCHEDULE

## COLLABORATION, COORDINATION, AND QUALITY ASSURANCE

Strong communication is central to our delivery. We apply GIS and CAD tools to verify utility locations, model drainage, and plan construction sequencing with accuracy.

Throughout bidding and construction, we provide:

- Clear plans, and specifications that support a fair, competitive public bid
- Bidder Q&A, and timely addenda
- Bid tabulation and recommendation of award to the lowest responsible bidder
- Construction staking, observation, ASTM-compliant materials testing, and documentation of daily progress
- Pay application review, change management, certified payroll collection, and final record drawings

This ensures that GREDA receives a predictable, well-documented project completed on schedule and within budget.

## DEMOLITION PLAN SCOPE OF WORK

Bolton & Menk will develop a demolition plan outlining performance metrics for complete removal of the Former ISD 318 Administration Building. Our efforts will detail existing site conditions and constraints, general removal requirements, and illustrate finished site conditions and grading expectations.

This scope does not include structural modeling or engineering design of a staged removal processes. The focus is on prescriptive, step-by-step procedures that ensure safety, environmental stewardship, and efficient execution of demolition without reliance on structural analysis or design.

- Demolition plans will be based on the available architectural drawings of the building and the Pre-Demolition Hazardous Building Materials Survey

Demolition plans will include specifications that require the contractor to prepare and submit a detailed plan describing the methods, equipment, and safety procedures to be employed during demolition operations. The plan must address the following components in a prescriptive manner:

- Identification and protection of existing utilities, including water, gas, electricity, and telecommunications, prior to and during demolition
- Implementation of dust control measures, noise mitigation, and site access restrictions to minimize disruption to surrounding properties and ensure public safety
- Safe removal and disposal of hazardous materials (such as asbestos, lead paint, or chemicals) in accordance with federal, state, and local regulations
- Preparation of a site-specific safety plan, including fall protection, personal protective equipment (PPE), and emergency response protocols
- Documentation of waste management procedures, including recycling and disposal of demolition debris in compliance with environmental standards
- Protection of adjacent structures and property from damage during demolition activities

Performance specifications shall require that the demolition contractor demonstrate compliance with OSHA standards, EPA guidelines, and all applicable local ordinances. The plan must clearly illustrate sequencing of demolition activities.

# SCHEDULE

## ● | FEBRUARY 2026

- GREDA considers proposals and selects consultant
- Contract execution and preparation for immediate start
- Bolton & Menk schedules kickoff and mobilization tasks

## ● | MARCH 2, 2026 – WORK BEGINS

- Project kickoff with GREDA
- Review hazardous building materials survey and finalize demolition sequencing
- Establish survey control and verify existing utility locations
- Begin coordination with:
  - City of Grand Rapids for right-of-way requirements tied to excavation and utility connections
  - Minnesota Department of Health for water system construction coordination
  - Required asbestos and regulated materials notifications based on the survey

## ● | MARCH 2–APRIL 10, 2026

- Final design of demolition, grading, and utility extensions
- Preparation of complete plans, specifications, and front-end bid documents for public bidding
- Confirm right-of-way and Minnesota Department of Health requirements do not impact bid timing
- Coordinate early with GRPUC on electric primary routes

### Public Bidding Phase

## ● | APRIL 13 –MAY 1, 2026

- Advertise the project for sealed competitive bids
- Respond to bidder questions and issue addenda

## ● | WEEK OF MAY 4, 2026

- Bid opening
- Bid tabulation and recommendation of award to the lowest responsible bidder
- Contractor contract execution and Notice to Proceed

### Construction Phase

## ● | MAY - AUGUST 2026

- Contractor obtains City of Grand Rapids right-of-way permit for excavation and utility installation
- Confirm Minnesota Department of Health coordination items for watermain work
- Complete required abatement notifications
- Perform asbestos and regulated materials abatement
- Conduct structural demolition, manage dust and haul routes, and clear debris efficiently
- Install sanitary sewer services connecting to existing 8-inch PVC sewer
- Install water services connecting to existing 6-inch watermain
- Install electric primaries in coordination with GRPUC
- Conduct materials and compaction testing at required intervals
- Final grading, stabilization, and restoration
- Curb and gutter installation, sidewalk placement, and bituminous patching
- Field verification of utility installations
- Punchlist completion

## ● | PROJECT COMPLETION

- Construction complete by August 15, 2026
- Record drawings, testing summaries, and final documentation delivered to GREDA

# BOLTON & MENK

# FEES

Bolton & Menk have calculated the time and effort required to complete services and propose an hourly not-to-exceed estimated fee of \$74,934. The cost by specific task has been provided below.

### Detailed Cost Estimate

Client: Grand Rapids Economic Development Authority Project: Crystal Lake Estates Second Addition Demolition and Utility Project		Bolton & Menk, Inc.									
Task No.	Work Task Description	Project Manager	Principal-in-Charge/Quality Manager	Design Engineer	Structural Engineer	Project Engineer	Survey	Design Engineer/On-Site Representative	Clerical	Total Hours	Total Cost
1.0	Demolition and Construction Plans	10	2	40	10	45	10	0	0	117	\$20,917
2.0	Specifications and Permits	8	2	12	8	12	0	0	4	46	\$8,560
3.0	Bid Administration	10	2	0	2	0	0	0	10	24	\$4,074
4.0	Construction Administration	40	8	0	8	12	20	120	0	208	\$35,896
4.1	As-Builts	4	0	15	2	0	10	0	0	31	\$5,487
<b>Total Hours</b>		72	14	67	30	69	40	120	14	426	
<b>Average Hourly Rate</b>		\$205.00	\$266.00	\$145.00	\$271.00	\$175.00	\$195.00	\$145.00	\$95.00		
<b>Subtotal</b>		\$14,760	\$3,724	\$9,715	\$8,130	\$12,075	\$7,800	\$17,400	\$1,330		
<b>Total Fee</b>										<b>\$74,934</b>	

## GENERAL ASSUMPTIONS

This proposal is based upon the following assumptions:

- This proposal shall remain in effect for a period of 45-days after submittal
- Bolton & Menk will perform the services outlined in the proposal for the stated fee; changes required by the owner or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope of services, or title issues that may arise, will be considered additional services and will be invoiced on an hourly basis in addition to the stated fee
- The owner will be responsible for obtaining, signing, and providing appropriate fees for all required permit(s). Bolton & Menk can provide additional permit materials as additional services
- One minor revision to the plans based on owner comments is included; other revisions will be provided as additional services
- If requested, Bolton & Menk, will provide evidence of Errors and Omissions insurance coverage in the form of an Insurance Certificate