



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 GEDA's prior written approval. Upon termination of this Agreement, Consultant shall deliver to GEDA 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. GEDA 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 GEDA at the address written above. GEDA 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 GEDA 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 GEDA 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 GEDA. No statement herein shall be construed so as to find the Consultant an employee of GEDA.
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 GEDA.

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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