



BUILDING PERFORMANCE SPECIALISTS

February 4, 2026

RE: City of Duluth – Morgan Park CC Roof
Construction Administration

Client

Erik Birkeland
Manager – Property and Facilities Management
City of Duluth, MN
1532 West Michigan St.
Duluth, MN 55806

Dear Mr. Birkeland,

We greatly appreciate the opportunity to submit this proposal to provide Professional Services for construction administration related to the upcoming work to insulate the roof at the Morgan Park Community Center on the Morgan Park Campus. The proposed scope of services and respective fee are to complete this work as outlined within this letter proposal.

PROJECT UNDERSTANDING

We understand that the city is moving forward to complete the insulation portion of the Community Centers roof that was recently rebuilt and wishes to move forward with having CR-BPS provide CA professional services on the project. The city has requested professional services from CR-Building Performance Specialists, GBC (CR-BPS) as described in this letter proposal. The CA work is to take place in 2026 during the construction efforts.

SCOPE OF SERVICES

CONSTRUCTION ADMINISTRATION

Task – Represent the Owner during the Construction Process.

Coordinate with staff for all phases of the construction process.

- Coordinate a Pre-Construction Meeting
- Establish the Administration Process for the Project Team
- Assist with establishing Construction Schedule
- Implement inspection and mandatory stop point plan to facilitate quality control during the construction process.
- Establish and participate in regularly scheduled Progress Meetings
- Conduct regular site visits and document project progress

COMPENSATION

Compensation for the scope of work outlined in this proposal shall be on a time and expense not to exceed basis, to be billed monthly.

PROFESSIONAL SERVICE	FEE
Construction Administration	17,500.00
Total Fee	\$17,500.00

Hourly compensation shall be based on actual hours worked for consultant's personnel assigned to work at the audited hourly rates listed below:

Principal in Charge	\$200.00 per hour
Senior Licensed Professional	\$180.00 per hour
Building Scientist	\$160.00 per hour
Project Architect	\$160.00 per hour
Project Designer	\$130.00 per hour
Technician	\$120.00 per hour
Administrative	\$80.00 per hour

Reimbursable Expenses:

The above fee includes all expenses associated with the project, including equipment, labor, materials, mileage, reproduction, and postage costs.

ADDITIONAL SERVICES

Additional services are available and may be addressed and negotiated in a separate proposal. We look forward to working with you on this project. If you have any questions, or need additional information, please contact the CR-BPS Project Manager, Mike LeBeau, at mlebeau@cr-bps.com, (218) 340-0221.

SCHEDULE

CR-BPS is mindful that this project may have deadlines required by city staff. We will complete all services necessary to meet any previously agreed upon deadlines unless there are delays not caused by CR-BPS. Our understanding of the intended project schedule is listed in our above Project Understanding

GENERAL CONDITIONS

The following represent the general conditions of the agreement.

DESIGN SERVICES. This agreement is for professional design services only; it does not include the supply or furnishing of any equipment, fixtures, or materials, and it does not include labor for construction or installation.

PRICING ESTIMATES. CR-BPS's evaluations of Client's budget and/or estimated construction costs represent CR-BPS's best judgment as a design professional familiar with architecture. It is recognized, however, that neither CR-BPS nor Client has any control over the costs of labor, materials, equipment, or Contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, CR-BPS cannot and does not warrant or represent that bids or negotiated prices will not vary from CR-BPS's estimates or the project budget. Client may retain its own cost consultant, who shall be solely responsible for the accuracy and preparation of cost estimates at each appropriate stage of the design process, and CR-BPS will cooperate and work closely with the cost consultant to help ensure that the Project can be constructed within the Project budget.

PAYMENT DUE DATE. CR-BPS will invoice monthly. Payments are due and payable thirty (30) days from the date of CR-BPS's invoice. Amounts unpaid thirty (30) days after the date of CR-BPS's invoice shall bear interest at the rate of one percent per month (1%/mo.). CR-BPS shall invoice Client once a month. Client agrees that CR-BPS may suspend services without liability if payment is not received within forty-five (45) days of date of CR-BPS's invoice.

JOBSITE SAFETY. Client hereby agrees and acknowledges that CR-BPS shall not be responsible for any construction means, methods, techniques, sequences, procedures, or safety precautions utilized on the project, since these are solely the responsibility of the Contractor, or Client, if Client is acting as the Contractor.

OWNERSHIP and COPYRIGHTS. CR-BPS, and CR-BPS's consultants, shall be deemed the original authors and owners respectively of any materials produced under this Agreement and shall retain all common law, statutory and other reserved rights, including copyrights. Client acknowledges that CR-BPS and CR-BPS's consultants have prepared said materials and agrees to limit use of same to this site-specific project only. Client is granted a conditional nonexclusive license to utilize the materials produced under this Agreement on this project on this project site only, which license is conditional upon payment in full to CR-BPS for all services performed or to be performed under this Agreement. Client's license may be revoked upon any breach of this Agreement. Client agrees to defend, indemnify, and hold CR-BPS and CR-BPS's consultants harmless from any causes of action, claims, losses, damages, and expenses of any kind whatsoever, including reasonable attorney's fees, resulting from the unauthorized reuse of the CR-BPS's and CR-BPS's consultants' materials.

LIMITATION OF LIABILITY. Client, and any person or entity claiming through Client, agrees, to the fullest extent permitted by law, to limit the liability of CR-BPS to Client for any and all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorney's and expert-witness fees and costs, from any cause or causes, so that the total aggregate liability of CR-BPS to Client shall not exceed CR-BPS's total fee received for services rendered on this project. It is intended that this limitation apply to

any and all liability or causes of action, however alleged or arising, unless otherwise specifically prohibited by law.

MEDIATION and LITIGATION. Should any claim(s) arise between Client and CR-BPS; the parties agree to submit such claim(s) to mediation, as a condition precedent to litigation. Mediation shall be conducted by and under the rules of the Association of Licensed Architects, unless the parties mutually agree otherwise. Should the parties fail to resolve the claim(s) through mediation, the claim(s) may then be litigated. Nothing contained in this Agreement shall prevent CR-BPS from filing any lien arising out of CR-BPS's services to comply with notice and filing deadlines prior to resolution of the claim by mediation or litigation.

CLIENT PROVIDED INFORMATION. CR-BPS shall be entitled to rely on the accuracy and completeness of any information provided to CR-BPS by Client, Client's customers, or Client's consultants. CR-BPS shall not review said information for accuracy or completeness.

HAZARDOUS MATERIALS. CR-BPS assumes no responsibility or liability for the discovery or removal of any hazardous substances found at the jobsite.

PERMITS AND APPROVALS. It is the responsibility of Client to obtain all necessary permits and approvals for the project. CR-BPS shall assist Client in such endeavors as mutually agreed to in writing.

STATUTE OF LIMITATIONS PERIOD. The Statute of Limitations period shall commence to run on the Date of Substantial Completion of the project. In no case shall the Statute of Limitations period commence to run later than the date when the CR-BPS's services are substantially completed.

ASSIGNMENT. Neither party may assign, sublet, or transfer any rights under or interest in this agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. For the CR-BPS to consent to any assignment to a lender, the lender shall assume Client's rights and obligations under this agreement, including the obligation to cure a default by Client in payments for professional services and reimbursable expenses. Lender and/or Assignee also agrees that CR-BPS's instruments of service cannot be used without CR-BPS's continued participation in the project through the Contract Administration Phase, without providing CR-BPS a release and indemnification agreement such as that described above in the Contract Administration section when CR-BPS is not involved in this Phase.

TERMINATION. This Agreement may be terminated by either party upon notification to the other party via Time/Date Stamped Certified Mail. Client agrees to pay CR-BPS for all services performed and all reimbursable expenses incurred, to the date of notification of termination.

VENUE. The parties agree to be subject to the jurisdiction of the County of St. Louis, State of Minnesota. The laws of the State of Minnesota shall govern the interpretation of this Agreement.

MISCELLANEOUS PROVISIONS. This Agreement also includes the following provisions: This agreement is valid for thirty (30) days following the date listed on this agreement.

We look forward to continuing to work with you over the coming year. If you have any questions, or need additional information, please do not hesitate to call me at 715.894.7121.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "CRykal", written in a cursive style.

Chad Rykal - Principal
CR-BUILDING PERFORMANCE SPECIALISTS, GBC.