



PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS

January 15, 2026

Stephanie Hanson & Sean Sullivan

City of Ramsey

7550 Sunwood Dr. NW

Ramsey, MN 55303

Email: shanson@ci.ramsey.mn.us // ssullivan@ci.ramsey.mn.us

RE: MN Town Hall Preservation Agreement

This Agreement between The City of Ramsey (CLIENT) and LEO A DALY (CONSULTANT) is for the performance of design services as set forth herein. For good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree as follows:

LEO A DALY is honored to provide professional services for the renovations to the 1892 Ramsey Town Hall.

We will perform these services for a lump sum (**or not-to-exceed or other payment method**) fee of \$39,500.

This proposal shall become a contractual agreement between the parties effective on the date accepted and shall be bound by the Terms and Conditions hereby incorporated by reference and attached hereto:

Exhibit A, General Terms and Conditions, consisting of 4 pages.

Exhibit B, Deliverables Due Under the Contract, consisting of 4 pages.

If this meets with your approval, please sign and return two (2) copies of this letter to us. Thank you for this opportunity to serve you. Upon final approval by an officer, a copy will be returned for your files.

January 15, 2026

City of Ramsey

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Sincerely,

LEO A. DALY LLC

By: Cindy McCleary

Title: Vice President

Date: _____

Cindy McCleary

Digitally signed by Cindy McCleary
DN: c=US,
E=casmccleary@leodaly.com, O=Leo
A Daly, OU=Public & Institutional
Practice *, CN=Cindy McCleary
Date: 2026.01.16 14:28:32-06'00'

ACCEPTED BY CLIENT:

For:

By:

Title:

Date:

EXHIBIT A
TERMS AND CONDITIONS
January 15, 2026

This **Exhibit A**, Terms and Conditions, is incorporated into and made a part of the agreement by and between **Leo A Daly** (“Consultant”) and City of Ramsey (“Owner”) dated **01/15/2026** (the “Agreement”). The Consultant and Owner (also referred to collectively as the “Parties” and individually as “Party”) agree to the following terms and conditions:

- 1.0 **Standard of Care.** The standard of care for all services performed or furnished by Consultant under the Agreement shall be in conformance with the skill and care ordinarily exercised by similar professionals providing similar services in the same location at the same time and under similar circumstances (the “Standard of Care”). Consultant makes no warranty or guarantee, expressed or implied, with respect to its services or obligations under the Agreement including, without limitation, the implied warranties of merchantability and/or fitness for a particular purpose.
- 2.0 **Limitation of Liability.** In recognition of the relative risks and benefits of the Agreement to both the Owner and Consultant, to the fullest extent permitted under applicable law, Owner agrees that Consultant’s total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys’ fees and costs, of any nature whatsoever, shall not exceed 10% of Consultant’s total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.
- 3.0 **Mutual Waiver of Consequential Damages.** In no event shall either party under the Agreement be liable to the other party, whether in contract, warranty, tort, or otherwise, for any indirect, incidental, special or consequential damages of any kind or nature whatsoever.
- 4.0 **Intellectual Property.**
 - 4.1 “Intellectual Property” as used in these Terms and Conditions shall mean any and all copyrightable works, copyrighted works, patentable inventions, patented inventions, trademarks, service marks, trade secret, know-how, or other proprietary information.
 - 4.2 “Work Product” as used in these Terms and Conditions shall mean any and all work created by Consultant in performing its services under this Agreement including, without limitation, any renderings, drawings, plans, calculations, models, data, and/or documents, whether in electronic format or hard copies.
 - 4.3 “Deliverable” as used in these Terms and Conditions shall mean a Work Product required to be delivered to Owner under the Agreement and actually delivered to Owner by Consultant.
 - 4.4 Owner shall own all Deliverables delivered to Owner by Consultant.
 - 4.5 Consultant shall own any and all Intellectual Property rights in or made a part of any Work Product and/or Deliverable. Upon Owner’s final and full payment of all fees under the Agreement, and provided there is no dispute between Owner and Consultant related to the Agreement or the services provided by Consultant under the Agreement, Consultant shall grant Owner an irrevocable, royalty-free, world-wide license to use the Intellectual Property in any Work Product and/or Deliverable for the sole purpose for which the Intellectual Property was created and on the specific project that is the subject of the Agreement.
 - 4.6 Owner shall not use the Intellectual Property in any Work Product or Deliverable for any unlicensed purpose without the prior written consent of Consultant. Owner agrees to

indemnify Consultant for Owner's unauthorized use of Intellectual Property, Work Product, and Deliverables.

- 5.0 **Submittals.** In the event Consultant reviews any of shop drawings, samples, product data, and such other submittals ("Submittals"), Consultant shall promptly review and/or take appropriate actions as may be required. Consultant shall respond to Submittals with one of the following designations, 1) No Exception; 2) Exception as noted; or 3) Rejected – Resubmit. Reviews are for general conformance with design concept of project and general compliance with Contract Documents only. Consultant's review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor. The Consultant's review shall not constitute approval of Contractor's safety precautions, or construction means, methods, techniques, sequences, or procedures.
- 6.0 **Opinions of Probable Costs.** Any and all estimates provided by Consultant are opinions of probable costs based on information that is reasonably available to Consultant. Owner acknowledges and agrees that Consultant has no control over the cost of labor, materials, equipment or services, or the means and methods used by others in determining prices, competitive bidding, or market conditions. Owner further acknowledges and understands that proposals, bids, and/or actual project costs may, and probably will vary from the estimates and opinions of probable costs provided by Consultant under the Agreement.
- 7.0 **Construction Means and Methods.** Notwithstanding anything under the Agreement, or otherwise expressed or implied by Consultant, Consultant shall not have control over, charge of, or be responsible, in any way, for the means, methods, techniques, sequences or procedures, or for any health or safety programs in connection with any construction work arising from the Agreement or any Deliverable or Work Product.
- 8.0 **Conflicts.** In the event that any term of these Terms and Conditions conflict with the terms and conditions of another portion of the Agreement, in all instances, these Terms and Conditions shall control and prevail.
- 9.0 **Force Majeure and Unforeseeable Conditions.** Consultant shall not be responsible for and Owner hereby releases Consultant from any claim, damage, delay or loss resulting from: (i) fires, riots, labor disputes, war, terrorism, weather, acts of god, epidemics, or other force majeure; (ii) governmental action or failure to act (including, without limitation, plan reviews, permits, and/or approvals); (iii) unforeseen circumstances or conditions (including, without limitation, unforeseen site conditions); (iv) discovery of any hazardous substances or differing site conditions; and/or, (v) circumstances or events outside the reasonable control or responsibility of Consultant.
- 10.0 **Mutual Waiver and Release Against Individual Employees.** Consultant and Owner agree to release, waive, discharge, and covenant not to sue individual employees of the other party from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or the result of any loss or injury stemming from the performance of the Agreement that may be sustained, regardless of whether such loss is caused by the negligence of the employee and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law—except in cases of gross negligence or willful misconduct.
- 11.0 **Payment.**
- 11.1 If an invoice is not paid within 30 days of issue, interest will be charged on the principal balance shown on the invoice. Interest will be calculated by multiplying the unpaid balance by the periodic rate of the 1.5% per month (18% per annum), or the statutory maximum according to applicable state law, if less. The unpaid balance will bear interest until paid.

- 11.2 The Owner acknowledges and agrees that unless expressly made within 60 days from the date of the invoice, any objections, claims, or disputes related to an invoice shall be waived, and said invoice shall be deemed accepted by Owner.
- 11.3 Payments by Owner under this Agreement shall not be subject to, or contingent upon, funding or payments from any other source, whether in whole or in part, and including but not limited to loans, sale of property, and current or future investments.
- 12.0 **Promotional Use of Project.** Consultant may take video or photographs of the Project, as well as use such photos, Owner logo/service mark, and identify and name the Project and Owner for the purposes of external marketing, promotional media, or submission of the Project to award programs. Consultant shall not include confidential or proprietary information to the extent the Owner has previously advised in writing specific information or areas are considered such. The owner may revoke this right at any time upon written notice. This section shall survive termination.
- 13.0 **Compliance with Laws.** Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to affirmative action, anti-discrimination, and equal employment, including, but not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable. 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. Moreover, 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 further agree to abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A, if applicable.
- 14.0 **Disputes.** In the event of any legal proceeding related to the Project or this Agreement, the prevailing Party, as determined by the court or arbitrator(s), shall be entitled to recover expenses and attorney fees in such proceeding.
- 15.0 **Execution.** This Agreement may be executed with digitized or electronic signatures. This Agreement may be signed in two or more counterparts, and all counterpart signature pages, taken together, shall constitute one executed original.
- 16.0 **Insurance.** The Consultant shall obtain, maintain, and keep in full force, at its own expense, the following insurance coverage throughout the duration of the Services. The Commercial General Liability and Auto Liability insurance policies shall name the Client as an additional insured. Excess/Umbrella insurance may be used to satisfy the limits below.
Commercial General Liability Insurance with coverage for bodily injury, death, and property damage, providing a combined single limit of three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate.
Automobile Liability Insurance with a combined single limit of one million dollars (\$1,000,000) per occurrence.
Workers Compensation Insurance as required by applicable law, including Employers Liability coverage with limits of \$500,000/\$500,000/\$500,000.
Professional Liability Insurance with limits of one million dollars (\$1,000,000) per claim and in the aggregate.
- 17.0 **Termination.**
- 17.1 In the event that either party believes the other party has committed a material breach of this Agreement or is otherwise in default of its obligations herein, the notifying party shall provide written notice to the defaulting party specifying the nature of the alleged default. The defaulting party shall have thirty (30) days from receipt of such notice to cure the alleged

default. If, after 30 days, the defaulting party fails to cure the default, then the notifying party may terminate this Agreement for default.

17.2 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time for convenience upon thirty (30) days written notice.

17.3 In the event of Client termination for convenience, the Consultant shall receive full compensation for all work completed at the time of the termination plus any reasonable costs borne by the Consultant as a result of early termination.

18.0 **Purchases for Owner in Interior Design.** In the event that the Consultant must place an order for furniture or other materials for use in Owner's offices, if explicitly required in scope, Owner agrees that such order exists as if made by Owner personnel. Consultant shall be held harmless and have no liability for lost materials or damaged materials received. Owner's recourse for damages shall be against the manufacturer and/or shipper of the materials.

19.0 **Remodeling.** In as much as the remodeling and/or rehabilitation of an existing building or structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building or structure, the Client agrees that, except for negligence on the part of the Architect, the Client will hold harmless and indemnify the Architect for and against any and all claims, damages, and costs of defense arising out of such professional services involving those assumptions.

20.0 Owner's communication of a notice to proceed or any other work authorization without written signature to this Agreement, or a separate succeeding contractual agreement with terms and conditions executed by Consultant, shall be considered an express acceptance and approval of this Agreement.

EXHIBIT B

January 6, 2025

Stephanie Hanson & Sean Sullivan

City of Ramsey

7550 Sunwood Dr. NW

Ramsey, MN 55303

Email: shanson@ci.ramsey.mn.us // ssullivan@ci.ramsey.mn.us

RE: Request for Modified Quote on MN Town Hall Preservation

Stephanie Hanson and Sean Sullivan,

LEO A DALY is honored to be asked by you to submit a quote for renovations to the 1892 Ramsey Town Hall. The Ramsey Town Hall is a beautiful, well-maintained asset to the City of Ramsey as well as the State of Minnesota. It's history as a one room schoolhouse and then a Town Hall is important in telling the history of Ramsey's development and the architectural design of schoolhouses in Minnesota. It's continued rehabilitation and reuse is a worthy investment for the State of Minnesota.

LEO A DALY offers you a team of **highly experienced and qualified historic specialists** that have been entrusted with some of our nation's most highly valued resources, but we especially treasure working on historic resources in our own home area. Our staff has extensive experience doing adaptive reuse and rehabilitation on historic structures. We have maintained strong relationships with Minnesota's local, city, and state review regulatory staff.

Our staff are **passionate about working on treasured resources**. We have staff that have dedicated their careers to working with historic and existing buildings. That passion comes from a deep appreciation of history and a passion for sustainable reuse of the already built environment.

We appreciate this opportunity to get to know your team and to hear more about the future for the Ramsey City Hall. It would be an honor to work with you to help facilitate the vitality of this City of Ramsey icon. If there are any questions regarding our proposal, please do not hesitate to contact us.

Sincerely,

Cindy McCleary

Digitally signed by Cindy McCleary
DN: C=US,
E=camccleary@leoadaly.com, O=Leo
A Daly, OU="Public & Institutional
Practice", CN=Cindy McCleary
Date: 2025.01.16 14:29:20-06'00'

Cindy McCleary, AIA, NCARB, LEED AP
Principal-in-Charge

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Michael Bjornberg

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Michael Bjornberg, FAIA
Senior Project Manager

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LEO A DALY

Firm Introduction

For more than 110 years, our dedication to design excellence has produced exceptional spaces that enhance and enrich the human experience. We are a team-focused organization, committed to empowering innovation, creativity, and talent.

Client-centered approach

Working side-by-side with every level of stakeholder, we collaborate to serve your operational and strategic goals. Your vision, paired with our creativity and expertise, produces exceptional results.

ASSESSMENT TEAM

We have assembled a team of professionals with experience in historic renovations like yours. Our knowledge includes the Secretary of the Interior's Standards for the Treatment of Historic Properties, the National Park Service Preservation Briefs, and best practices for buildings listed in the National Register of Historic Places. Our architecture team members are qualified in the Secretary of Interior's Standards Professional Qualifications for Historic Architecture. The team will be managed and coordinated by Senior Project Manager, Michael Bjornberg. The LEO A DALY engineering work will be led by our Engineering Lead, Mark Bradby.

LEO A DALY

- Project Management – Michael Bjornberg
- Architectural Designer – Julia Larson
- Structural Engineering – Thomas Kendrick
- Plumbing/Mechanical Engineering – Mark Bradby

PROJECT METHODOLOGY

Having provided construction documents for a variety of owners and facility types – we have found that having a plan before starting provides an efficient process for you and our team. Throughout this process we will maintain regular scheduled communication to update you on our progress. This includes understanding the timeline and process for the MN Legacy Grants.

OBJECTIVES

- Design and Document a Concrete Path and ADA ramp to Old Town Hall
- Design and Document Heating and Air Conditioner Installation
- Design and Document an ADA Bathroom
- Assess the Structural Floor Connections and Design a Retrofit.
 - While touring the site, we noticed there might need to be work on the beam that was installed below the floor joists. American Society of Civil Engineers (ASCE) 7-16 Chapter 1 states that the load force from the floor needs to be transferred via a positive connection to the foundation. The beam did not appear to have a positive connection to its supporting elements.



SCOPE OF WORK

We understand the Scope of Work and deliverables for the Construction Documents to be as follows:

- **Visual Inspection** – Conduct an on-site review of the exterior and interior of your facility.

- **Construction Documents** – Prepare construction documents for a concrete path and ADA ramp, heating and air conditioning installation, ADA bathroom, and structural floor connections retrofit as required. This includes specifications and complete documents and providing progress updates as requested by the owner and as necessary by the grant process.
 - Scope does not include replacing plumbing services.
 - Scope will include two sketch options for the ADA ramp. The option chosen will be documented.
 - ADA bathroom will include standard restroom finishes. This does not include additional research for finishes to match a historic time period.
 - Structural scope of work will include one site visit to assess the floor connections to design a retrofit.
 - Client to provide topography of the existing site.
 - Cost estimating is not included.

- **Participation** – Three virtual owner update meetings throughout the documentation process.

DELIVERABLES

The following are the deliverables we will provide to the City of Ramsey as part of the Construction Documents process.

- Documents for the stated work: a concrete path and ADA ramp, heating and air conditioning installation, ADA bathroom, and structural floor connections retrofit. This includes specifications and construction documents.

We are prepared to start once we are given the Notice To Proceed.

SCHEDULE MILESTONES*

- | | |
|-------------------------------|------------------------|
| • Submit Proposal | January 2026 |
| • Project Activity Start | Upon Notice to Proceed |
| • Targeted Project Completion | April 2026 |

**Note we will coordinate our activities around your schedule and other grant requirements.*

January 6, 2026

City of Ramsey

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FEE PROPOSAL

We are proposing a fee of **\$39,500**, including expenses for the Ramsey Town Hall Renovation Construction Documents. We propose to complete all the tasks outlined in the "Scope of Work" section above as part of that fee. While we can anticipate some conditions on an older building, there are inevitably some unforeseen conditions when working with older structures. These potential items include underground conditions currently hidden and local regulatory requirements that may impact our work effort. Should such events occur, we will present them and discuss options with you to proceed.