

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into on this ____ day of _____, 202__, by and between Ramsey County, a political subdivision of the State of Minnesota (“County”), and AECOM Technical Services, Inc., a Delaware corporation (“AECOM”).

RECITALS

- A. The County is the fee owner of that certain real property located on Kellogg Boulevard in the City of St. Paul, County of Ramsey, State of Minnesota, consisting of four (4) tax parcels, which are legally described in **Exhibit A**, and are, collectively, the “Property” relative to this Agreement; and
- B. The Property was formerly improved with buildings and other improvements to serve the County, which were deconstructed in 2018; and
- C. In 2019, the County engaged in a developer selection process for redevelopment of the Property, and selected a proposal from AECOM for a phased development project that included structured parking; residential, hotel, and office towers; and a public realm space (the “Public Realm Park”) that would extend from the towers over and above the structured parking, certain sections of properties owned by Union Pacific Railroad (“UP”) and Canadian Pacific Railway (“CPKC”), and Shepard Road (collectively, the “Development Project”). For purposes of this Agreement, the Public Realm Park and structured parking components of the Development Project is referred to as the “Public Realm Project”; and
- D. To accomplish the Public Realm Project, it will be necessary for the County to acquire air easement rights from UP and CPKC, and to relocate utility lines owned by Xcel Energy; and
- E. On January 22, 2019, the County and AECOM entered into that certain Preliminary Development Agreement, which outlined, *inter alia*, the intent of the parties; the undertaking, due diligence, and performance by AECOM as developer at that time; the obligations of the County; the acquisition of the necessary easement rights from UP and CPKC; and the contemplated conveyance of the Property from the County to AECOM; and
- F. Pursuant to the Preliminary Development Agreement, AECOM deposited \$50,000 into an escrow account (the “Escrow Funds”) to be used for the Administrative Costs as defined in the Preliminary Development Agreement; and
- G. Since that time, the County and AECOM have entered into a Second Preliminary Development Agreement (October 22, 2019); a Third Preliminary Development Agreement (October 23, 2020); and a Fourth Preliminary Development Agreement (December 20, 2022); and

- H. In the Fourth Preliminary Development Agreement, the County committed to provide \$26,000,000 of general obligation funding toward completion of the Public Realm Project; and AECOM committed to work with the County on those parts of the Public Realm Project related to engineering and rail designs necessary for the acquisition of property rights (easements) from UP and CPKC; and
- I. In May of 2023, the Minnesota Legislature approved a grant of \$6,220,000 (the “Grant Funds”) to go toward property acquisition, and to predesign and design work for the Public Realm Project, which funds will be subject to the terms and conditions of a State of Minnesota General Fund Grant Agreement between the County and the Metropolitan Council (the “Grant Agreement”); and
- J. To continue to move forward and accomplish the work for which the Grant Funds will be provided, and given the existing relationship and mutual obligations of the County and AECOM, AECOM is uniquely qualified to provide the design expertise needed to move the Public Realm Project forward and facilitate acquisition of the necessary easement rights from UP and CPKC and power line relocation; and
- K. On January 2, 2024, the County and AECOM entered into a Professional Services Agreement (“PSA Phase I”), and a subsequent First Amendment to Professional Services Agreement (June 6, 2024) (“PSA Phase I Amendment”), as the County and AECOM worked together to develop concept plans; to resolve property boundary issues; to acquire the necessary easement rights from UP and CPKC; and to facilitate power line relocation. In PSA Phase I and the PSA Phase I Amendment, the County and AECOM have been working together on the first phase of the Public Realm Park, in which time AECOM has developed a preliminary program for the parking structure and three Public Realm Park base layer concepts, including Sloping Planes, the Ribbon, and the Grand Staircase.
- L. Accordingly, related to the mutual commitments of the County and AECOM in all prior Preliminary Development Agreements, PSA Phase I, and the PSA Phase I Amendment, the County and AECOM wish to enter into this Professional Services Agreement (“PSA Phase II”) for AECOM to provide certain professional services for the design of the Public Realm Project according to the scope, terms, and conditions set forth in this PSA Phase II Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual obligations of the County and AECOM, each of them does hereby represent, covenant, and agree with each other as follows:

1. Services of AECOM; Deliverables. AECOM shall perform its professional Services exercising the same degree of care, professional skill, and diligence as is ordinarily exercised by members of the same profession currently practicing in the same locality under similar circumstances, and as expeditiously as is consistent with professional skill and the orderly

progress of the project, and provide deliverables to the County as follows (the “Services” and the “Deliverables”):

A. *Pre-Schematic Design.* AECOM shall perform all Services associated with producing and delivering two design concepts that shall be the basis for the County’s decision on a phased approach to the implementation of the Public Realm Project. At the conclusion of this phase, and prior to AECOM moving forward into Schematic Design, the County will, within 30 days, advise AECOM of its Pre-Schematic Design selection. Deliverables for Pre-Schematic Design Services include the following:

- i. *One (1) design concept for a single-phase construction approach.*
- ii. *One (1) design concept for a two-phase construction approach.*
- iii. *Up to three (3) renderings of each concept, amounting to six (6) in total.*
- iv. *Preliminary cost estimates for each concept, amounting to two (2) in total.*
- v. *Preliminary construction timelines for each concept, amounting to two (2) in total.*

B. *Schematic Design.* AECOM shall perform all Services associated with development of schematic design plans for the Public Realm Park and parking structure. Said design plans shall define all elements of how the Public Realm Park and parking structure will look, function, and be experienced, and shall include the overall design for the Park and parking structure related to building system narratives, architectural floor plans, discipline coordination, adjacency and circulation, elevations and building sections, preliminary MEP plans, preliminary site plan, preliminary landscape plan, and preliminary structural framing plans. Deliverables for Schematic Design Services include the following:

- i. *Parking structure:* Walker Consultants will perform parking consultations services through the design process and work alongside the AECOM team in development of the parking structure. Walker Consultants, in partnership with AECOM, will perform the following during the Schematic Design Phase:
 - a. Confirm programmatic requirements, in cooperation with the County, of the parking facility;
 - b. Review the parking functional design for the parking structure to identify internal vehicular circulation efficiency (square feet per car), overall footprint dimensions, location of entrances and exits, gating and parking equipment requirements, and provisions for pedestrian connections;
 - c. Suggest preliminary allocation of parking user groups (e.g. Public, Permit, Residential, Office, etc.);
 - d. Provide preliminary striping layouts in accordance with Federal, City, and State requirements (provided in Revit format);
 - e. Assist with determining the floor elevations, drainage requirements, and floor drain locations; and,
 - f. Review schematic drawing providing a Letter Report of functional design review comments with suggested corrective actions.
- ii. *Public Realm Park:* AECOM’s landscape team shall further refine the base layer concept developed and approved in Phase I. AECOM shall provide a site layout, materials and plant palettes, preliminary design of feature elements, preliminary

grading, and selection and preliminary design of paving and vegetated systems. Said process will include coordination with AECOM's structural, architectural, transportation, and civil engineering teams for elements requiring such coordination.

- iii. *Railroad Coordination:* AECOM shall coordinate with UP and CPKC to ensure design and engineering of the structure supporting the Public Realm Park on the southern half of the property (i.e. "the Lid") meets railroad requirements.
- iv. *Utility Coordination:* AECOM shall continue to have monthly coordination meetings with Xcel Energy to ensure design and engineering of the structures supporting the Public Realm Project meet utility requirements.
- v. *Traffic Operations:* AECOM shall include a traffic operations study report, signal warrant analysis memo, signal justification report for modification, and a traffic management plan memo for staging/MOT evaluation, including analysis.
- vi. *Environmental Review:* AECOM, in partnership with Braun Intertec Corporation, shall collect, analyze, and draft information required for an Environmental Review consistent with Minnesota Rules 4410 as required by the Responsible Governmental Unit ("RGU"), of the City of Saint Paul, and shall perform the following Environmental Services during Schematic Design: Existing Information Collection and Analysis completed in Phase I; Environmental Impact Statement ("EIS") Draft Scoping Decision Document Preparation; RGU submittal; Submit Environmental Assessment Workshop ("EAW") Availability Notices to the Environmental Quality Board ("EQB") Monitor and EAW Press Release; Prepare and distribute copies of EAW to the EQB Distribution List; Hold Public Scoping Meetings; Respond to Public comments; Draft Findings of Fact and Conclusions and Record of Decision Document; Prepare Final Findings of Fact and Conclusions and Record of Decision Document; and prepare and distribute the RGU Record of Decision.
- vii. *Construction Cost Estimating:* AECOM shall provide updated preliminary construction cost estimates for parking structure and the Public Realm Park based on 90% schematic design completion.

C. *Solicitation Support Services:* AECOM shall serve as a technical advisor to the County through the process of developer solicitation, evaluation, proposal, and initial selection. The process shall include two-steps, a Request for Information ("RFI") followed by a Request for Proposals ("RFP").

i. *RFI.* AECOM shall perform all Services associated with the development of an initial solicitation package. This includes the Final RFI Document, holding a pre-solicitation conference, responding to an RFI Q & A, and a review and summary of the RFI.

ii. *Request for Proposals.* AECOM shall perform all Services associated with the development of an RFP document that includes all County requirements and due diligence information for developers to provide financial offers and proposed concepts. This includes refining the solicitation approach memo summarizing performance requirements and the final RFP document which will include financial and economic analysis.

iii. Evaluation and Selection: AECOM shall evaluate proposals in accordance with the County's procurement rules and in close coordination with the County's Evaluation Committee to compare and summarize key information. The Evaluation Committee shall be assembled by the County with AECOM's participation. Deliverables for this phase include a Response Review and Analysis Memo and a Preferred Option Analysis Summary.

D. Progress Updates: AECOM has engaged, and continues conversations with, primary stakeholders alongside Ramsey County, and will set a regular meeting cadence with the County to review progress and documents on the approaches to the Public Realm Park, and will assist in bringing stakeholders together to move the Project forward in collaboration with all groups.

E. Applicable Codes and Standards.

- i. AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Public Realm Project at the time of performance of the Services. Notwithstanding the above, the Parties acknowledge that, as the Public Realm Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM.
- ii. If such a change in codes or standards occurs during the term of this Agreement, AECOM shall notify the County of the change and the impact on the Services or Deliverables, either complete or in progress. If AECOM demonstrates that additional work is required to amend any Services, Services, or Deliverables, either complete or in progress, and at what estimated cost, the County may, at its option, adjust the scope of the Services or Deliverables, including the Total Compensation (as defined in Section 4.A. of this Agreement) and the Deliverables Deadline (as defined in Section 3 of this Agreement), based on the availability of funding, or may terminate this Agreement.
- iii. If such a change in codes or standards occurs after the termination of this Agreement, any additional services necessary to conform the Deliverables to the change may be completed by separate contract with the vendor of the County's choosing, which may be AECOM, based on the availability of funding, market conditions, and other relevant factors.

F. Disclaimer. Any opinions of preliminary construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, because AECOM has no control over the market, economic conditions, or applicable bidding requirements and procedures, AECOM, its directors, officers and employees, and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by the County or third parties, do so at the relying party's own sole risk.

G. *Performance Standards.* The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by the County, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than one (1) year after AECOM's completion or termination of the Services. AECOM is an independent provider of professional services, responsible for means and methods used in performing the Services pursuant to this Agreement.

2. County Responsibilities.

- A. *Public Realm Project Requirements.* The County shall engage with AECOM throughout the design process during the term of this Agreement regarding the County design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations as may be applicable to the Public Realm Project.
- B. *County Information and Data.* Following the effective date of this Agreement, the parties shall meet and confer to verify whether the information and/or technical data that are currently in AECOM's possession based on its prior work pursuant to the collective Preliminary Development Agreements may be used as part of the Services or Deliverables under this Agreement. To the extent that AECOM requires additional information and/or technical data, the County shall furnish all information and technical data in the County's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as the County and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency, and non-infringement of the additional information and technical data provided by the County or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM, at no additional compensation, may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and technical data.
- C. *Site Access.* The County shall arrange for access and make all provisions necessary for AECOM to enter upon the Property as required for AECOM to properly perform the Services. The County shall disclose to AECOM any hazards at the Property that are in the County's actual knowledge and which may pose a threat to human health, property, or the environment.
- D. *Approvals, Comments, and Decisions.* If any document or inquiry requires the County to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision, or direction shall be provided within a reasonable time to facilitate the timely performance of the Services. For purposes of this Section, "reasonable time" is subject to the public meeting schedule of the Ramsey County Board of Commissioners ("County Board").

3. Effective Date; Deliverables Deadline. This Agreement shall be effective upon execution by the County and AECOM. AECOM shall deliver the Deliverables to the County on or before March 31, 2025 (“Deliverables Deadline”). The parties may agree in writing to one (1) extension of the Deliverables Deadline upon the same terms and conditions as this Agreement, but with no additional compensation. An extension of the Deliverables Deadline shall not exceed three (3) months, or June 30, 2025.

4. Compensation and Payments.

A. *Total Compensation.* The total compensation to AECOM for the Services and Deliverables shall not exceed \$2,715,745 (“Total Compensation”), according to the following estimates for each activity related to the Services and Deliverables:

Activity	Cost Estimate
Parking Structure	\$650,000
Park	\$640,000
Lid	\$540,000
Traffic	\$300,000
Environmental	\$145,745
Cost Estimating	\$80,000
Entitlement Coordination	\$190,000
Solicitation Support	\$170,000
TOTAL:	\$2,715,745

The County acknowledges and accepts that these are estimates for each activity, and that actual costs for one line item may vary from the estimate amount listed. Regardless of the actual cost for any individual activity, in no event shall the Total Compensation exceed \$2,715,745. AECOM shall provide the County with monthly summaries of the progress of AECOM’s performance of the Services and Deliverables, relative to the estimated cost for each individual activity. All changes in the Services, Deliverables, Deliverables Deadline, or other terms and conditions must be made in writing and signed by the Parties.

B. *Additional Reimbursable Expenses.* In addition to the compensation for the Services and the Deliverables, AECOM shall be entitled to reimbursement for the following expenses related to the Services and Deliverables in an amount not to exceed \$55,000:

- i. Transportation and County-authorized out-of-town travel and subsistence;
- ii. Mileage;
- iii. Fees paid for securing approval of authorities having jurisdiction over the Public Realm Project;
- iv. Printing, reproductions, plots, and standard form documents;
- v. Postage, handling, and delivery;
- vi. Renderings, mockups, professional photography, and presentation materials requested by the County; and
- vii. All taxes levied on reimbursable expenses.

Any reimbursement of such expenses shall be subject to documentation by AECOM in a form acceptable to the County pursuant to the terms of the Grant Agreement between the County and the Metropolitan Council, and upon approval by the Metropolitan Council.

- C. *Reimbursement Requests.* AECOM acknowledges that the Metropolitan Council will disburse Grant Funds to the County on a reimbursement or “cost incurred” basis. Accordingly, to receive any payment from the County, AECOM shall submit requests for payment of compensation and expense reimbursement. AECOM shall submit monthly payment requests in a form sufficient to allow the County to submit a reimbursement request to the Metropolitan Council, and in satisfaction of the terms and conditions of the Grant Agreement. The County shall endeavor to pay all undisputed portions of AECOM’s invoices within thirty-five (35) days of receipt without holdback or retention.
- D. *Payment for Prior Work.* To the extent that AECOM uses in these Services and Deliverables any of the designs, engineering, or other work product that was performed or produced pursuant to the Preliminary Development Agreements, AECOM shall not be reimbursed for the time spent or costs incurred in such work under those prior agreements.
- E. *Prompt Payments to Subcontractors.* Pursuant to Minnesota Statutes § 471.425, subd. 4a, AECOM must pay any subcontractor within ten (10) days of AECOM’s receipt of payment from the County for undisputed services provided by the subcontractor. AECOM must pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, AECOM shall pay the actual penalty due to the subcontractor.
- F. *Escrow Funds.* To the extent that any of the Escrow Funds deposited by AECOM pursuant to the original Preliminary Development Agreement remain on deposit, that sum shall remain the property of the County. In no event shall the County be obligated to allow AECOM to exceed the \$2,715,745 on the expectation that the Escrow Funds could be used for this purpose.
- G. *Financial Records and Audits.* AECOM shall keep all records pertinent to AECOM’s total compensation and reimbursements under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles. Prior to final payment for the Services and Deliverables and upon County’s request, AECOM shall provide copies of the records to the County. All records shall be subject to inspection and audit by the County or state audit officials. These obligations shall survive termination of this Agreement.

5. Ownership of Documents. All documents, including designs, plans, and specifications, that are prepared or furnished by AECOM (and AECOM’s independent professional associates and consultants) pursuant to this Agreement shall be the property of the County upon full payment for the Deliverables. Such documents are instruments of service, and AECOM shall provide, upon full payment for the Deliverables, original record drawing copies to the County. Any documents that are partially prepared by AECOM and are not complete but not delivered to the County at the time of termination of this Agreement shall be delivered to the

County “as is” in whatever stage of completion as they might exist at the time of completion. The County acknowledges that any documents, complete or partially complete, are not intended or represented to be suitable for reuse by the County or others on extensions of any other project. Where the documents exist in electronic format, they shall be provided to the County in that format, or converted to a format determined by the County. Any reuse and modification post-delivery without written verification or adaptation by AECOM for the specific purpose intended will be at County’s sole risk and is without liability or responsibility to AECOM.

6. Minnesota Government Data Practices Act. AECOM must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to (1) all data provided by the County pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by AECOM pursuant to this Agreement. AECOM is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes § 13.08, as if it were a government entity.

- A. *Data Requests.* Pursuant to Minnesota Statutes § 13.02, subd. 6, AECOM designates _____ as its Responsible Designee, who is the individual responsible for any set of data collected to be maintained by AECOM in the performance of this Agreement, including responses to requests for data. In the event AECOM receives a request to release data, AECOM must immediately notify the County. Prior to the release of any requested data, the County will give AECOM instructions concerning the release of such data.
- B. AECOM agrees to defend, indemnify, and hold the County, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from any unlawful disclosure and/or use of protected data by AECOM’s officers, agents, partners, employees, volunteers, assignees, or subcontractors.
- C. AECOM shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing the Services. Access to County data by AECOM’s employees, agents, or subcontractors shall be limited to those persons with a need to know for the provision of the Services. Within 30 days of completion of the full Public Realm Project and upon County’s written request, all County data will be returned to the County or purged from any computers and storage devices used for the Public Realm Project, and AECOM shall give the County written verification that the County data has been purged. Notwithstanding the above, AECOM shall not be required to return or purge County data held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained data shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.
- D. These obligations shall survive the termination of this Agreement.

7. **Insurance.** AECOM shall purchase and maintain such insurance as will protect AECOM from claims which may arise out of, or result from, AECOM's operations under this Agreement, whether such operations are by AECOM or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

A. Throughout the term of this Agreement, AECOM shall secure the following coverages and comply with all provisions noted:

- i. Commercial general liability of \$1,000,000 per occurrence, \$2,000,000 general aggregate;
- ii. \$2,000,000 products/completed operations total limit; and
- iii. \$1,000,000 personal injury and advertising liability.

B. All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. AECOM will be required to provide proof of completed operations coverage for 3 years after substantial completion.

C. *Workers' Compensation.* AECOM certifies it is in compliance with Minnesota Statutes, Chapter 176 (Workers' Compensation). AECOM's employees, subcontractors and agents will not be considered County employees. AECOM must provide Workers' Compensation insurance for all of its employees and, in case any work is subcontracted, AECOM will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

- i. Required limits of \$500,000/\$500,000/\$500,000.
- ii. Any claims that may arise under Minnesota Statutes, Chapter 176 on behalf of these employees, subcontractors, or agents, and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors, or agents are in no way the County's obligation or responsibility.
- iii. If Minnesota Statutes § 176.041 exempts AECOM from Workers' Compensation insurance or if AECOM has no employees in the State of Minnesota, AECOM must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes AECOM from the Minnesota Workers' Compensation requirements. If during the term of this Agreement AECOM becomes eligible for Workers' Compensation, AECOM must comply with the Workers' Compensation Insurance requirements of this Agreement, and must provide the County with a certificate of insurance.

D. An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

- E. AECOM is required to include Ramsey County, its officials, employees, volunteers and authorized agents as Additional Insureds to AECOM's Commercial General Liability, auto liability, and umbrella policies with respect to liabilities caused in whole or part by AECOM's acts or omissions, or the acts or omissions of those acting on AECOM's behalf in the performance of the ongoing operations, services and completed operations of AECOM under this Agreement. The coverage shall be primary and non-contributory.
- F. If AECOM is driving on behalf of the County as part of AECOM's services under this Agreement, AECOM must provide a \$500,000 combined single limit auto liability, including hired, owned and non-owned.
- G. AECOM waives all rights against Ramsey County, its officials, employees, volunteers or authorized agents for recovery of damages to the extent these damages are covered by the general liability, workers' compensation, and employer's liability, automobile liability, and umbrella liability insurance required of AECOM under this Agreement.
- H. If any of the activities related to the performance of the Services under this Agreement requires AECOM to work within fifty (50) feet of the right-of-way of any railroad, AECOM shall provide such insurance as that railroad company may require.
- I. *Certificates of Insurance.* Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement. Certificates shall specifically indicate if the policy is written with an admitted or nonadmitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-. All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minnesota Statutes, Chapter 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.
- J. AECOM shall not commence work until it has obtained the required insurance and it has provided an acceptable Certificate of Insurance to the County.
- K. AECOM shall procure and maintain all insurance required by applicable laws and shall provide the coverages and limits referenced herein. The insurance listed herein shall be considered a minimum requirement and is not intended to limit AECOM's indemnification obligations under this Agreement. It is the sole responsibility of AECOM to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of Certificates of Insurance shall be submitted to the County upon written request and within ten (10) business days. AECOM will not provide copies of insurance policies, but if under necessary circumstances, the policies may be made available for review, in redacted form, on AECOM's premises or via video conference with sufficient advance notice.

8. Indemnification. AECOM agrees, to the fullest extent permitted by law, to indemnify and hold County, its officials, officers, authorized agents, employees, and volunteers

harmless from damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by AECOM's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of AECOM's subcontractors or anyone for whom AECOM is legally liable. No supplemental agreement or work order may reduce or limit this obligation.

9. Successors and Assigns.

- A. The County and AECOM each is bound by this Agreement, and the respective partners, successors, executors, administrators, and legal representatives of the County and AECOM are likewise bound to the other party, to this Agreement, and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither the County nor AECOM shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this Section 8.B. shall prevent AECOM from employing such independent professional associates and consultants as AECOM may deem appropriate to assist in the performance of the Services.
- C. No part of this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the County and AECOM, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the County and AECOM, and not for the benefit of any other party.

10. Copyright or Patent Infringement. AECOM shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings, or specifications supplied by AECOM, and AECOM shall hold harmless the County, its officials, officers, agents, employees, and volunteers from loss or damage resulting from such claims. The foregoing indemnification obligations of AECOM shall not apply (a) if the County makes unauthorized modifications to designs, drawings or specifications supplied by AECOM, and (b) to any unauthorized use and any use that is inconsistent with the intent for such designs, drawings or specifications prepared under this Agreement.

11. Termination. Except as provided in this Section, either party may terminate this Agreement upon ninety (90) days written notice to the other party. Under any circumstance of termination, AECOM's obligation to render services under this Agreement will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of any project or completion of any pending work order unless released from such obligation by the County in writing. The County shall be obligated to pay for any work provided by AECOM on any pending project or work order AECOM has not been released from performing.

- A. The County may immediately terminate this Agreement if any proceeding or other action is filed by or against AECOM seeking reorganization, liquidation, dissolution, or insolvency of AECOM under any law relating to bankruptcy, insolvency, or relief of debtors. AECOM shall notify the County immediately upon the commencement of such proceedings or other action.
- B. If AECOM violates any material terms or conditions of this Agreement, the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, thirty (30) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If AECOM fails to cure the deficiency within the thirty (30) day cure period, this Agreement shall terminate upon expiration of the cure period.
- C. *Unavailability of Funding.* The purchase of the Services from AECOM under this Agreement is subject to the availability and provision of funding from the State of Minnesota, or other funding sources, and the appropriation of funds by the County Board. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the County Board. Upon receipt of the County's notice of termination of this Agreement, AECOM shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County. The County shall use its best efforts to notify AECOM if the funding for the Services or Deliverables is no longer available or is not appropriated by the County Board before such services are performed by AECOM and become billable to the County.

12. Non-Discrimination. AECOM and its officers, employees, agents, and subcontractors shall comply with the provisions of Minnesota Statutes § 181.59 which require:

“Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.”

13. Equal Employment Opportunity and Civil Rights. AECOM agrees that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minnesota Statutes §§ 299C.67 to 299C.71, and Minnesota Statutes § 144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. AECOM will furnish all information and reports required by the County or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14. Respectful Workplace and Violence Prevention. AECOM shall make all reasonable efforts to ensure that AECOM’s employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

15. Miscellaneous.

- A. *Subcontractors.* AECOM shall be responsible for the work and work product of its subcontractors, including Braun Intertec and Walker Consultants, and any other subcontractor AECOM hires to perform work under this Agreement. AECOM’s responsibility for such work and work product shall be as though the work had been performed and work product produced by AECOM directly.
- B. *Governing Law; Venue.* The laws of the State of Minnesota govern the interpretation of this Agreement. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Ramsey County.
- C. *Severability.* Any provision or part of this Agreement that is 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 the County and AECOM, who agree that Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
- D. *Waiver.* In the particular event that either party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or

any succeeding breach of this Agreement by either party, whether of the same or any other covenant, condition or obligation.

- E. *Alteration.* Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.
- F. *Entire Agreement.* This Agreement represents the entire agreement of the parties as to the Services and Deliverables alone, and is a final, complete, and all-inclusive statement of the terms agreed upon, and supersedes and terminates any prior agreement(s), understanding(s), or written or verbal representation(s) made between the parties related to the Services and Deliverables. The terms and conditions of the Fourth Preliminary Development Agreement remain in full force and effect, and are separate from this Agreement, including AECOM’s obligation to continue to collaborate with the County to identify partners for the larger development of the Property.
- G. *Notices.* Any notice required by this Agreement to be delivered to the other party shall be in writing, and shall be either hand delivered to the other party; deposited in the United States Mail, to be delivered by certified or registered mail, return receipt requests; or deposited with an overnight courier to be delivered to the other party. Notices shall be delivered to the following address for each party:

If to the County:

Ramsey County
ATTN: County Manager
250 Ramsey County Courthouse
15 West Kellogg Boulevard
St. Paul, Minnesota 55102

If to AECOM:

AECOM
ATTN: Courtney Bragg
800 LaSalle Avenue
Suite 1100
Minneapolis, Minnesota 55402

Claims-related notices shall be copied to AMER-DCSProjectClaimNotices@aecom.com. Each party may designate a new or alternate address by providing the same to the other party in writing.

- H. *Force Majeure.* Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party, including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, acts of government in time of war or national emergency, terrorism, sabotage, computer viruses, civil unrest, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g., COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (“Force Majeure Event”). The party seeking application of this provision shall notify the other party in writing promptly upon learning of the impact of the Force Majeure Event upon the

notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement.

- I. *Conflict of Interest.* AECOM shall comply with all conflict of interest laws, ordinances, and regulations now in effect or as may be enacted following execution of this Agreement. AECOM warrants that it is not now aware of any facts that create a conflict of interest. If AECOM becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.
- J. *Debarment and Suspension.* Ramsey County has enacted Ordinance 2013-330 Ramsey County Debarment Ordinance that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.
- K. *Warranty.* AECOM warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the Services and Deliverables shall be provided in compliance with the provisions of this Agreement.
- L. *Signatures and Execution.* Each person executing this Agreement on behalf of a party to the Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations included in this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes of this Agreement, "electronic signature" also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.
- M. **CONSEQUENTIAL DAMAGES WAIVER.** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES, AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY

INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES THE COUNTY AND THE COUNTY HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

16. Incorporation of Recitals and Exhibit. The Recitals at the beginning of this agreement, and **Exhibit A** that is attached to this Agreement, are true and correct, and are incorporated into and made part of this Agreement.

[Signature pages and Exhibit follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date of the last signature affixed below.

RAMSEY COUNTY

AECOM TECHNICAL SERVICES, INC.

Trista Martinson, Chair
Ramsey County Board of Commissioners

Katie Johnson
Vice President, Managing Principal

Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

Courtney Bragg
Associate Vice President, Principal

Date: _____

Date: _____

Approved as to form:

Scott Schwahn

Scott Schwahn, Assistant County Attorney
Ramsey County Attorney's Office

Exhibit A

Legal Descriptions of the Property

PARCELS 1, 2, and 3 (Torrens Certificate No. 633997)

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 20, Rice and Irvine's Addition;

Those parts of the following described properties:

Lots 1, 2 and 3, Block 43, said Rice and Irvine's Addition;

AND Lots 1, 2, 3, 4, 5 and 6, Auditor's Subdivision No. 25;

AND Spring Street, Water Street, Wabasha Street and the westerly one-half of St. Peter Street in said Rice and Irvine's Addition, said Auditor's Subdivision No. 25, and in City of St. Paul, according to the recorded plats thereof;

AND That part of the easterly one-half of St. Peter Street adjoining Block 35, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota, lying southerly of a line described as commencing at the intersection of the center lines of said St. Peter Street and Kellogg Boulevard, (formerly Third Street and Old Third Street) as originally platted; thence southerly, along said center line of St. Peter Street, a distance of 69.13 feet to the point of beginning of the line to be described; thence easterly deflecting to the left 65 degrees 06 minutes (on the Southerly face of footing for columns as shown on City of St. Paul's Third Street Improvement Plans, dated June 28, Drawer 93, on file in the Department of Public Works) a distance of 33.11 feet to the easterly line of said St. Peter Street and said line there terminating;

AND That part of the Southwest Quarter of the Northeast Quarter of Section 6, Township 28, Range 22, lying easterly of said St. Peter Street and southerly of said Auditor's Subdivision No. 25;

AND That part of Market Street, said Rice and Irvine's Addition, lying Southerly of a line drawn across Market Street from the Northeast corner of Lot 1, Block 21, said Rice and Irvine's Addition, to a point on the Westerly line of Lot 8, Block 20, said Rice and Irvine's Addition, distant 11.20 feet Southerly of the Northwest corner of said Lot 8,

Described as:

Beginning at the northwest corner of said Lot 8; thence North 80 degrees 09 minutes 48 seconds East, assumed bearing, along the northwesterly line of said Block 20 and its northeasterly extension, a distance of 507.78 feet to said center line of St. Peter Street; thence South 34 degrees 57 minutes 06 seconds East, along said center line of St. Peter Street, a distance of 24.51 feet to a point distant 69.13 feet southeasterly of the intersection of said center lines of St. Peter Street and Kellogg Boulevard; thence North 80 degrees 04 minutes 01 second East a distance of 342.71 feet; thence South 56 degrees 53 minutes 04 seconds East a distance of 11.31 feet; thence South 11 degrees 52 minutes 59 seconds East a distance of 70.23 feet; thence North 68 degrees 21 minutes 56 seconds East a distance of 30.81 feet; thence South 26 degrees 54 minutes 06 seconds East a distance of 8.23 feet; thence South 70 degrees 26 minutes 54 seconds West a distance of 327.86 feet to a point on said center line of St. Peter Street distant 172.73 feet southeasterly of its intersection with said northeasterly extension of the northwesterly line of Block 20; thence South 70 degrees 46 minutes 39 seconds West a distance of 286.38 feet; thence South 69 degrees 32 minutes 52 seconds West a distance of 322.45 feet; thence South 65 degrees 54 minutes 17 seconds West a distance of 21.56 feet to the northeasterly line of Block 44, said Rice and Irvine's Addition to Saint Paul; thence North 39 degrees 16 minutes 51 seconds West, along said northeasterly line of Block 44, a distance of 23 feet, more or less, to the intersection

with the following described "Line C"; thence northeasterly along said "Line C", 53 feet, more or less, to its intersection with the southerly extension of the westerly line of said Lot 8; thence North 9 degrees 57 minutes 53 seconds West along said extended line and along said westerly line of Lot 8 a distance of 92 feet, more or less, to a point distant 141.96 feet southerly of the northwest corner of said Lot 8; thence South 80 degrees 02 minutes 07 seconds West 11.25 feet; thence North 9 degrees 57 minutes 53 seconds West 20.98 feet; thence South 80 degrees 02 minutes 07 seconds West 24.00 feet; thence North 9 degrees 57 minutes 53 seconds West 62.09 feet; thence North 80 degrees 02 minutes 07 seconds East 4.40 feet; thence North 9 degrees 57 minutes 53 seconds West 36.87 feet to said line across Market Street; thence northeasterly along said line across Market Street a distance of 33 feet, more or less, to said point on the westerly line of Lot 8 distant 11.20 feet southerly of the northwest corner of Lot 8; thence North 9 degrees 57 minutes 53 seconds West a distance of 11.20 feet to the point of beginning. "Line C" is a line 50.00 feet northwesterly of and parallel with the centerline described in Book 240 of Deeds, page 193, Document No. 86450.

Those parts of Lots 1, 2, 3, 4, 8 and 9, Block 44, Rice and Irvine's Addition and Ontario Street adjoining said Lot 4 lying northerly of "Line A", easterly of "Line B" and southerly of "Line C". Said "Line A", "Line B" and "Line C" are described as follows:

"Line A" is described as commencing at the most easterly corner of Block 43, said Rice and Irvine's Addition; thence southwesterly, along the southeasterly line of said Block 43, a distance of 33.91 feet; thence southwesterly deflecting right 22 degrees 25 minutes 47 seconds 322.45 feet to the point of beginning of "Line A" to be described; thence southwesterly deflecting left 3 degrees 38 minutes 35 seconds 65.40 feet; thence southwesterly 284.73 feet along a tangential curve concave to the southeast having a radius of 2435.86 feet and a central angle of 6 degrees 41 minutes 50 seconds to said "Line B" and said "Line A" there terminating.

"Line B" is described as commencing at the northwest corner of the easterly 25.00 feet of Lot 5, Block 21, said Rice and Irvine's Addition; thence southwesterly, along the northerly line of said Block 21, a distance of 131.59 feet to the point of beginning of "Line B" to be described; thence southeasterly deflecting to the left 104 degrees 53 minutes 10 seconds a distance of 350.00 feet and said "Line B" there terminating.

"Line C" is a line 50.00 feet northwesterly of and parallel with the centerline described in Book 240 of Deeds, page 193, Document No. 86450.

Parcel 4

Lot 1, Auditor's Subdivision No. 25, EXCEPT that part of Wabasha St., now part of Lot 1, Auditor's Sub. No. 25 and that part of Water St. lying within the following described lines: Commencing at the intersection of the centerlines of St. Peter St. and Kellogg Blvd. (formerly Old Third St.) as originally platted; thence south 34 degrees, 09 minutes East (assumed bearing) a distance of 69.13 feet along the centerline of St. Peter St. to a point; thence North 80 degrees 45 minutes East a distance of 342.71 feet along a line (said line being parallel to the centerline of Old Third St.) to a point on the Easterly line of Lot 6, Block 35, City of St. Paul, to the point of beginning of the land to be described; thence South 11 degrees, 12 minutes East, 85.36 feet as measured along the East line of said Lot 6 and its Southerly extension thereof; thence North. 71 degrees, 15 minutes East a distance of 8.07 feet (last described line being 8.5 feet Northwesterly of and parallel to the St. Paul, Minneapolis, and Omaha Railroad Company's track ICC No. 3);

thence North 11 degrees, 12 minutes West a distance of 76.30 feet; thence North 56 degrees, 12 minutes West, a distance 11.31 feet to the point of beginning.

Parcel 5

All that part of Lots 1 through 6, inclusive, Block 36, Lots 1, 2 and 3, Block 37 of the City of St. Paul and of vacated Cedar Street and Water Street adjacent to said Blocks that is encompassed by a line described as follows:

Beginning at the Southwesterly corner of said Block 36; thence North 33 degrees 53 minutes 03 seconds West, along the Westerly line of said Block 36, for 69.71 feet to a point that is 40.0 feet Southeasterly of the Northwest corner of said Block 36; thence North 38 degrees 04 minutes 17 seconds East for 23.09 feet to a point that is 25.07 feet Southerly of the Northerly line of Block 36, when measured at right angles to said Northerly line of Block 36; thence North 72 degrees 57 minutes 57 seconds East, parallel to the Northerly line of Block 36, for 150.85 feet; thence North 64 degrees 30 minutes 18 seconds East for 162.12 feet to the intersection with the Southwesterly extension of the Northwesterly line of Block 37; thence North 60 degrees 14 minutes 07 seconds East, along said extension and said northwesterly line for 186.96 feet to a point that is 17.60 feet Northeasterly of the Northerly corner of said Lot 2, Block 37; thence South 29 degrees 46 minutes 04 seconds East for 105.35 feet to a point that is 10.0 feet, when measured at right angles, from the centerline of the Chicago and North Western Transportation Company Track ICC No. 3; thence South 60 degrees 18 minutes West, parallel to said track, for 103.33 feet; thence to the right on a curve that has a radius of 771.84 feet for 5.25 feet to a point on the Southwesterly line of Block 37 that is 6.52 feet Northwesterly of the Southerly corner of said Block 37; thence continuing Southwesterly on said curve for 93.52 feet to a point on the Easterly line of Block 36 that is 4.12 feet Northwesterly of the Southerly corner of Block 36; thence continuing Southwesterly on said curve for 48.73 feet to the end of said curve; thence South 71 degrees 15 minutes West, on tangent to said curve, for 1.37 feet to a point on the Westerly line of Lot 6, Block 36, that is 1.08 feet Northerly of the Southwest corner of said Lot 6; thence continuing South 71 degrees 15 minutes West for 37.14 feet to a point on the Southerly line of Lot 5 that is 13.97 feet Easterly of the Southwest corner; thence continuing South 71 degrees 15 minutes West for 229.47 feet to the intersection of the Southeasterly extension of the Westerly line of Block 36; thence North 33 degrees 53 minutes 03 seconds West, along said extension, for 7.53 feet to the point of beginning, according to the recorded plat thereof and situate in Ramsey County, Minnesota.