



TIME AND MATERIALS WORK AUTHORIZATION NO. 5

In accordance with the Agreement for Consulting and Professional Services between City of Ramsey ("Client"), and URS Corporation, a Nevada corporation, dated October 21, 2009, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by URS Corporation ("Consultant") on the Project known as:

**Monitoring of Wetland Mitigation Areas for The COR at Ramsey**

**Client Authorized**

**Representative:** Brian Olson, P.E./Public Works Director  
**Address:** City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303-5137  
**Telephone No.:** 763.433.9825

**Consultant Authorized**

**Representative:** Thomas B. Bader, PG/Vice President  
**Address:** URS Corporation  
100 South 5<sup>th</sup> Street, Suite 1500  
Minneapolis, MN 55402  
**Telephone No.:** 612.373.6386

**SERVICES.** The Services shall be described in Attachment A to this Work Authorization.

**SCHEDULE.** The Estimated Schedule shall be set forth in Attachment A to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

**PAYMENT.** Payment of \$13,300.00 is due upon signature of this Work Authorization and will be applied against the final invoice for this Work Authorization. URS charges shall be on a "time and materials" basis and shall be in accordance with the Consultant's Schedule of Fees and Charges in effect at the time the Services are performed. Payment provisions and the Consultant's current Schedule of Fees and Charges are attached to this Work Authorization as Attachment A.


**TERMS AND CONDITIONS.** The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

**ACCEPTANCE** of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

**CLIENT**

\_\_\_\_\_  
Signature  
Brain Olson, P.E./Public Works Director  
\_\_\_\_\_  
Typed Name/Title  
\_\_\_\_\_  
Date of Signature

**CONSULTANT**

  
\_\_\_\_\_  
Signature  
Thomas B. Bader, PG/Vice President  
\_\_\_\_\_  
Typed Name/Title  
\_\_\_\_\_  
Date of Signature 4/30/11



## ATTACHMENT A- WORK ORDER 5

April 29, 2011

Mr. Brian Olson  
Public Works Director  
City of Ramsey  
7550 Sunwood Dr. NW  
Ramsey, MN 55303-5137

RE: **Monitoring of Wetland Mitigation Areas for The COR at Ramsey - Work Order 5  
Ramsey, MN**

Dear Mr. Olson:

URS is pleased to provide you with a proposal for professional services for monitoring of the two wetland mitigation areas for The COR at Ramsey, in Ramsey, MN. We are pleased to be given an opportunity to be a member of your team and are looking forward to this project.

We propose to staff the project with a team that has performed work in the City of Ramsey. I will serve as the overall Project Manager and will be involved in the contract and management. Bruce Galer, a wetland scientist and geologist, will perform the wetland monitoring work for The COR at Ramsey.

### SCOPE OF WORK

The following describes my understanding of the scope of work and the assumptions that I have used to prepare this proposal.

**Conduct annual monitoring visits to the two wetland mitigation areas and prepare an annual report**  
We will conduct annual monitoring for five years for the two wetland mitigation areas on the COR site. Monitoring will be consistent with monitoring requirements of the Wetland Conservation Act (WCA) rules at the time of the permitting of the original wetland permit for the site (Ramsey Town Center). Monitoring will consist of three site visits as needed to collect data on spatial extent of wetland and upland plant communities, species composition and percent cover, and hydrologic data and areal coverage of inundation, and color photographs taken from fixed photo reference points. Data will be presented in an annual report that will be completed no later than November 30 of each monitoring year. One of the site visits may be coupled with a meeting with the Technical Evaluation Panel to review the site and discuss issues regarding the vegetation and hydrology of the wetlands.

*URS Corporation  
Fifth Street Towers  
100 South Fifth Street, Suite 1500  
Minneapolis, MN 55402  
612.370.0700 Tel  
612.370.1378 Fax*



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It is assumed that the first monitoring year will be 2011. The first annual report will require as built survey data for both wetlands. While URS has been provided as-built survey data for the Charter School Wetland, recent construction of a bridge and other structures may necessitate a revised as-built survey. URS is not aware of any as-built survey data for the NW wetland. This scope does not include preparation of as-built survey data, or for additional data or additional meetings requested by the Technical Evaluation Panel beyond the requirements for monitoring of the wetlands per the Wetland Conservation Act rules.

PAYMENT AND ADDITIONAL SERVICES

For services provided under this Work Order, URS shall be paid as follows:

Compensation for the stated Scope of Services shall be on the basis of the hourly labor rates per personnel classification, with the total cost not to exceed Thirteen Thousand Three Hundred Dollars (\$13,300). Such hourly rates shall be subject to URS' annual salary adjustments each December and are taken into account for the proposal amount.

FIVE YEAR ANNUAL MONITORING AND REPORT PREPARATION	\$ 13,300.00
<b>TOTAL FEE</b>	<b>\$ 13,300.00</b>

Attached is the Time and Materials Work Authorization No. 5 between the City of Ramsey and URS. The fees are based on services being provided for the items outlined in this Work Order. Should the services for any phase be provided beyond the anticipated scheduled timeframes, then equitable adjustments to the personnel rates and engineering fees may be required.

Reimbursable expenses shall include the expense of reproductions, all color plots and final plotting for bidding purposes or plots for City review, postage and handling of drawings and reports, and special equipment, materials, supplies or services required in connection with the Project.

A monthly invoice for services rendered shall be made as the Work progresses. Payment for services shall be made within thirty (30) days of the date of the invoice. Interest shall be paid at the State-permitted rate for all payments made 45 days after date of the invoice.

For additional services not included in the above Scope of Services, the City and URS shall negotiate a scope and fee prior to commencement of Work. Such services shall consist of providing any other services not included in this Work Order or not customarily furnished in accordance with generally



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accepted engineering practices. Any special reports, studies, revisions, attendance at meetings or other services ordered by the City will be considered an additional service.

#### SCHEDULE

We have staff that is available to begin monitoring work on the project. It is anticipated that site preparation and seeding of the two wetland mitigation areas will be conducted in 2011, and that the first year of monitoring can be conducted in 2011. Monitoring visits will be conducted during the growing season of each of the five monitoring years (2011 through 2015). Annual reports will be completed prior to November 30 of each monitoring year. Monitoring activities can begin following receipt of written authorization to proceed from City..

We are very pleased to be given an opportunity to provide our services and we look forward to working for you. Thank you for your consideration.

Sincerely,

URS Corporation

A handwritten signature in cursive script that reads "Kevin G. Miller".

Kevin G. Miller, P.E. LEED AP  
Project Manager/Senior Civil Engineer

Attachments

Via Email

cc: URS File: 31809345  
Thomas B. Bader, PG (Vice President), URS