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# WORK ORDER

DATE REVISED February 6, 2012 CONTRACT NO. P11056

CLIENT INFORMATION BILLING INFORMATION (IF DIFFERENT FROM CLIENT)

COMPANY NAME City of Ramsey COMPANY NAME

CLIENT CONTACT Heidi Nelson – Executive Director HRA CONTACT

ADDRESS 7550 Sunwood Dr. ADDRESS

CITY, STATE, ZIP Ramsey, MN 55303 CITY, STATE, ZIP

PHONE/FAX 763.433.9817 PHONE/FAX

PROJECT INFORMATION

PROJECT NAME The COR AUAR Update PRINCIPAL Darren Lazan

PROJECT DESCRIPTION Preparation of AUAR Update for The COR (Ramsey Town Center AUAR Update) STUDIO/DEPT RCD

EST. START DATE Immediately

PROPERTY LOCATION The COR EST. COMPLETE DATE To Be Determined

CITY, STATE, ZIP Ramsey, MN, 55303 PROJECT MANAGER Kendra Lindahl

PIN: PHASE MANAGER Kendra Lindahl

SCOPE OF SERVICES LANDFORM AGREES TO PERFORM PROFESSIONAL SERVICES FOR THE CLIENT AS FOLLOWS:

PHASE	DESCRIPTION	TASK	BILLING MESSAGE
90	Background Information	Collect and analyze background information including the 2003 Ramsey Town Center AUAR, 2030 Comprehensive Plan and any other studies that have been completed since the AUAR was completed. This includes review of city and other agency documents to develop the framework for the AUAR update. Additionally, we will contact agencies where updated data may be needed (MPCA, DNR Natural Heritage database, MN Historical Society, etc.). We will work with staff to coordinate with the EQB on this update.	HOURLY TO MAXIMUM \$9,370
90	Review and Update Development Scenarios	We will use the current COR development plan for the updated development scenario and identify areas where AUAR updates are needed due the changes to the development scenario originally included in the AUAR.	HOURLY TO MAXIMUM \$3,890
90	Prepare AUAR Update (including mitigation plan)	<ul style="list-style-type: none"> <li>Update Land Use to reflect changes to The COR development scenario.</li> <li>Update Traffic to incorporate all of the studies that have been completed since the adoption of the AUAR. This scope assumes that the work done as part of the Sunwood Drive will be acceptable for agency review. We will use this information to update the traffic, air and noise elements of the AUAR. If additional studies are needed, they will be conducted as an additional service.</li> <li>Update Stormwater Management will be updated to reflect any changes to resulting from the revised development scenario and/or regulatory changes.</li> <li>Update Wetlands to reflect current development scenario.</li> </ul>	HOURLY TO MAXIMUM \$13,375

		<ul style="list-style-type: none"> <li>Update Water Supply/ Waste Water to reflect current development scenario.</li> <li>Update Compatibility with Other Plans including 2030 Comprehensive Plan.</li> </ul>	
90	Review and Comment	We will prepare the AUAR update document for review by staff and council prior to distribution for the required comment period. We will then submit the document to the required agencies for the 10-day comment period. If objections are filed, we will work with the city to respond to the comments. The document will be prepared for a City Council meeting for adoption.	HOURLY TO MAXIMUM \$6,180
99	<b>OPTIONAL-</b> WSB Noise Study	We will update the noise section of the AUAR if required. We will work with the MPCA to determine what type of analysis is needed and conduct this work only if needed. WSB is currently doing a noise study for Armstrong and has indicated that they could expand the scope for the AUAR update for a fixed fee if needed. We will work determine whether or not this is needed in the first phase of our work.	\$5,000 FIXED FEE
99	<b>OPTIONAL-</b> Transportation Plan update	This work plan assumes that that previous transportation studies that have been done, including the Sunwood Study, provide adequate information for the AUAR update. However, if the agencies require an update of the Transportation Plan additional services will be required and can be defined after agency review and comment if necessary.	\$40,000 ESTIMATE

Reimbursable Expenses, including but not limited to Mileage, Plotting, Printing, Scanning, and Subconsultants are not included in the fees below and will be billed as a reimbursable expense at 1.15 times cost.

FEES (RATE SCHEDULE IS AVAILABLE UPON REQUEST FOR HOURLY CONTRACTS)

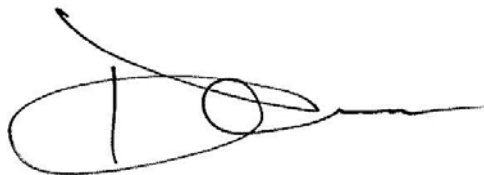
<input type="checkbox"/>	FIXED FEE	FIXED FEE AMOUNT:	Plus Typical Reimbursables
<input checked="" type="checkbox"/>	HOURLY WITH AN ESTIMATE	ESTIMATE FEE:	RATES
<input type="checkbox"/>	HOURLY TO A MAXIMUM	MAXIMUM FEE:	RATES 2011 Landform Schedule

IN WITNESS WHEREOF, the parties have accepted, made and executed this agreement upon the terms, conditions and provisions stated above and on the attached General Conditions including, but not limited to, provisions relating to limitations on liability of Consultant.

**Accepted By:**

**Landform**

**Heidi Nelson**



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**Date:**

Darren Lazan  
President

**Date:** February 6, 2012

Landform Federal Tax ID: 27-1199905

## General Conditions

1. All required services outside SCOPE OF WORK outline will be provided upon the CLIENT'S request and will be billed at the rates quoted on the CURRENT FEE SCHEDULE. A copy of the CURRENT FEE SCHEDULE has been made available to CLIENT or is attached hereto. Rates and multiples for Additional Services and other services as set forth in the fee schedule shall be adjusted annually in accordance with normal salary review practices of Consultant.
2. Fees outlined in this contract will be adhered to subject to site conditions and criteria set forth by the CLIENT and requirements of all applicable governmental agencies, utility companies, etc., in effect on the date of the CONSULTANT'S signing of this contract. No work by the CONSULTANT will commence until fully dimensioned and client-approved plans have been received from CLIENT. Subsequent changes to the plans, which require additional work by the CONSULTANT, will result in extra charges at the rates quoted on the CURRENT FEE SCHEDULE.
3. Field staking will be performed one time only for the fees quoted. Any restaking due to the loss of stakes beyond the CONSULTANT'S control will be billed at the rate on the CURRENT FEE SCHEDULE. In addition, fees outlined for field survey and construction staking are subject to the CONSULTANT being able to perform each item without delays beyond its control. The CLIENT shall request construction-staking items a minimum of two (2) working days in advance of when desired.
4. In the event that a question or claim may arise as to an error or omission in the CONSULTANT'S work or plans, the CONSULTANT will assume no liability for errors or omissions unless notified within 48 hours of the client's discovery of such. If notified within 48 hours, the CONSULTANT will have the right to remedy any such errors or omissions within a reasonable and agreed upon time thereafter, at no additional cost to the CLIENT. The CONSULTANT will assume no liability for construction staking unless all stakes are maintained intact and verified as to their origin.
5. The CLIENT shall give separate authorization to the CONSULTANT to commence each item of work as outlined in the SCOPE OF WORK.
6. CLIENT will be billed monthly, based upon percentage of work completed and/or hourly charges and reimbursable costs. Invoices are due and payable upon presentation. Objections to invoices not made in writing within thirty (30) days of the billing date are waived. A FINANCE CHARGE of one and one half percent (1.5) per month (18% ANNUAL PERCENTAGE RATE) will be added to portions of accounts over 30 days past due. FINANCE CHARGES may be compounded. CLIENT'S failure to make timely payments is justification for suspension of all services and withholding of all deliverables until payment is received or other written agreements made. CONSULTANT shall be entitled to recover all costs, expenses and fees incurred by CONSULTANT (including litigation and arbitration fees and costs, reasonable attorneys' fees, and CONSULTANT'S internal labor at the rates quoted on the CURRENT FEE SCHEDULE) due to CLIENT'S failure to make timely payments.
7. This Agreement may be terminated by either party upon seven (7) days' written notice. In the event of any termination, the CONSULTANT will be paid for all services rendered to the date of termination plus unpaid reimbursable expenses. Such termination shall not affect the parties' accrued rights and liabilities as of the date of termination. Without limiting the generality of the foregoing, paragraphs 4, 6, 9, 10, 11, 12, 14, 15, and 16 of these General Conditions shall survive any cancellation, expiration, or termination of this Agreement.
8. The CONSULTANT will not be responsible for the cost of permits, title company charges, governmental review fees, soil reports, printing, photographic charges, etc. as applicable, except those printing charges necessary for the CONSULTANT to do its work. The CONSULTANT will be reimbursed for such charges paid by it for the CLIENT at the rates quoted on the CURRENT FEE SCHEDULE.
9. The CONSULTANT will not be responsible or liable for the following: (a) Any use of plans, surveys, specifications, etc. not signed and sealed by the CONSULTANT and approved by the appropriate governmental agencies; (b) Inaccuracy of data, plans, legal descriptions or any other information supplied by the CLIENT or others; (c) Site soil, hydrologic, or geologic conditions; (d) Changes to the plans and specifications made by the CLIENT or others; (e) Job site conditions; or (f) The performance of work on this project by any construction contractor or third party.
10. All original work will be property of the CONSULTANT. The CLIENT at its request will be furnished with reproducible copies as a reimbursable expense. All documents furnished by the CONSULTANT are instruments of its service. They are not suitable for reuse or extensions of this project or any other project. CONSULTANT is the author of these documents and retains all common law, statutory and/or reserved rights, including copyright. Any reuse without specific written approval by the CONSULTANT in each case will be at the sole risk of the user and without liability or legal exposure to the CONSULTANT.
11. Neither the CLIENT nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in the contract without the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT or CONSULTANT.
12. The CONSULTANT makes no representation concerning any cost estimate figures made in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only and the CONSULTANT shall not be responsible for fluctuations in costs or quality figures.
13. The CLIENT agrees to cooperate in every way requested by the CONSULTANT to expedite the completion of the work set forth in the contract. The CLIENT agrees to provide the CONSULTANT access to the property involved and to make available any records, documents, deeds, legal descriptions or other items requested by the CONSULTANT for the reasonable pursuit of the completion of the work.
14. The CONSULTANT makes no warranty, either expressed or implied, as to its services. Services will be performed in accordance with generally accepted engineering and/or surveying practices.
15. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof ("Claim") in which the aggregate amount in controversy exclusive of interest, attorneys' fees and costs, is less than or equal to \$100,000 shall be decided by binding arbitration in Minneapolis in accordance with the Construction Industry Rules of the American Arbitration Association. Judgment on any award by the arbitrator(s) shall be enforceable in any court having jurisdiction. Any Claim in which the aggregate amount in controversy, exclusive of interest, attorneys' fees and costs, is greater than \$100,000 shall be resolved by litigation in the State or Federal Court located within Hennepin County, Minnesota. Consultant and Client expressly consent to the exclusive personal jurisdiction and venue of the Minnesota courts for all purposes relating to this Proposal. The parties waive trial by jury. This Agreement shall be governed by Minnesota law, without regard to conflicts of law principles.
16. CONSULTANT'S TOTAL LIABILITY TO CLIENT FOR ANY LOSS, CLAIM OR DAMAGE ARISING OUT OF THE NEGLIGENCE OR OTHER LEGAL FAULT OF CONSULTANT IN PERFORMING ITS SERVICES SHALL BE LIMITED TO THE GREATER OF (I) THE AMOUNT STATED IN THIS PROPOSAL AS COMPENSATION FOR CONSULTANT'S BASIC SERVICES, OR (II) THE LIMITS OF ANY INSURANCE ACTUALLY AVAILABLE TO THE CONSULTANT. AT ANY TIME PRIOR TO COMMENCEMENT OF SERVICES. CLIENT MAY, BY PAYING A 20% PREMIUM IN ADDITION TO CONSULTANT'S FEE, ELIMINATE THIS LIMITATION ON LIABILITY. In no event shall CONSULTANT be liable for loss of profits, loss of use, loss of revenue, or any or special, indirect or consequential damages of any kind.
17. **NOTICE OF LIEN RIGHTS (MINNESOTA): (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**
18. There are no understandings or agreements except as herein expressly stated.