

**FLOOD DIVERSION BOARD OF AUTHORITY**

**Thursday, May 12, 2016**

**3:30 PM**

Fargo City Commission Room

Fargo City Hall

200 3<sup>rd</sup> Street North

1. Call to order
2. Approve minutes from previous meeting Item 2. Action
3. Approve order of agenda Action
4. Management Information
  - a. PMC report
  - b. Corps of Engineers report
  - c. Industry Day Item 4c.
5. Administrative/Legal Information/action
  - a. JPA Amendment
6. Technical Information/action
  - a. Recommended Contracting Actions Item 6a.
7. Public Outreach Information/action
  - a. Committee report
  - b. Business Leaders Task Force update
8. Land Management Information/action
  - a. Committee report
  - b. CCJWRD update
9. Finance Information/action
  - a. Committee report
  - b. Voucher approval Item 9b.
10. Other Business
11. Next Meeting – May 26, 2016
12. Adjournment

cc: Local Media

**FLOOD DIVERSION BOARD OF AUTHORITY  
APRIL 28, 2016—11:30 AM**

**1. MEETING TO ORDER**

A meeting of the Flood Diversion Board of Authority was held Thursday, April 28, 2016, at 11:30 AM in the Fargo City Commission Room with the following members present: Cass County Commission representative Darrell Vanyo; Cass County Commissioner Mary Scherling; West Fargo City Commissioner Mike Thorstad; Fargo City Mayor Tim Mahoney; Fargo City Commissioner Mike Williams; Fargo City Commissioner Melissa Sobolik; Cass County Joint Water Resource District Manager Rodger Olson; Clay County Commissioner Kevin Campbell; and Moorhead City Council Member Nancy Otto. Also present was ex-officio member Breanna Paradeis-Kobiela, Buffalo-Red River Watershed District.

Staff members and others present: Cass County Administrator Keith Berndt; Fargo City Administrator Bruce Grubb; Clay County Administrator Brian Berg; Fargo City Director of Engineering Mark Bittner; Fargo City Engineer April Walker; Moorhead City Engineer Bob Zimmerman; and Mark Nisbet, Chamber of Commerce Business Leaders Taskforce.

**2. MINUTES APPROVED**

*MOTION, passed*

**Mr. Campbell moved and Mr. Williams seconded to approve the minutes from the April 14, 2016, meeting as presented. Motion carried.**

**3. AGENDA ORDER**

*MOTION, passed*

**Mr. Williams moved and Mrs. Scherling seconded to approve the order of the agenda with one revision to move Item 8. Executive Session after Item 4. Administrative/Legal Update. Motion carried.**

**4. ADMINISTRATIVE/LEGAL UPDATE**

Attorney John Shockley gave a brief update on the Project Partnership Agreement (PPA). He said staff are working with the Corps of Engineers on the PPA, which will include a Memorandum of Understanding to incorporate the Public Private Partnership (P3) elements.

Mr. Shockley provided board members with a draft copy of the Joint Powers Agreement (JPA), which is 98% complete. He reviewed the substantive changes that have been made as a result of the comments received from member entities. The plan is for the Diversion Board to consider the document at the May 12<sup>th</sup> meeting, and then member entities will need to consider approval of the JPA.

Mr. Shockley said one more informational meeting with the six member entities will be held before the Diversion Board approves the JPA. There was discussion by board members about holding the meeting in the evening so board members who work during the day have an opportunity to attend.

**5. EXECUTIVE SESSION**

Attorney Erik Johnson said the board is allowed under North Dakota state law to meet in private session to consult with legal counsel. There are two issues to discuss regarding Project WP-42A.1/A.3 which may result in civil litigation; and the existing and pending federal lawsuit with the Richland-Wilkin JPA.

***MOTION, passed***

**Mrs. Scherling moved and Ms. Otto seconded to meet in executive session as authorized by North Dakota Century Code 44-04-19.1 to consult with its attorneys to discuss a matter, namely Project WP-42A.1/A.3, which may reasonably be anticipated to result in civil litigation, and to discuss the existing and pending federal lawsuit brought by the Richland-Wilkin JPA. Motion carried.**

Flood Diversion Board members, key administrative and engineering staff, Attorney Erik Johnson and Attorney John Shockley moved to the River Room at 11:45 AM.

The executive session ended at 12:40 PM and the meeting was re-opened to the public.

**6. TECHNICAL UPDATE****Recommended Contract Actions Summary**

Keith Berndt discussed the following task order amendment and change order:

**Task Order Amendment**

- Houston-Moore Group, LLC Task Order No. 15 Amendment 4 (Draft Operations Plan)—add scope and budget to support development of USACE Draft Water Control Manual in the amount of \$79,000.

**Change Order**

- Reiner Contracting Inc. Change Order 1 (El Zagal Area Flood Risk Management Phase 2)—add time and cost for asbestos containing material abatement and add time for utility disconnects in the amount of \$26,997.30.

***MOTION, passed***

**Mr. Mahoney moved and Ms. Otto seconded to approve the appropriation of funds for the task order amendment and change order as outlined; and recommend approval of the appropriation of funds by the Dakota Metro Flood Board for the Diversion Authority. On roll call vote, the motion carried unanimously.**

**7. NEXT MEETING DATE**

The next meeting will be held on Thursday, May 12, 2016, at 3:30 PM.

**8. ADJOURNMENT*****MOTION, passed***

**On motion by Ms. Sobolik, seconded by Ms. Otto, and all voting in favor, the meeting was adjourned at 12:46 PM.**



We invite you to join us at

# INDUSTRY DAY

Come learn about the **Fargo-Moorhead Area Diversion Project**, its Public-Private Partnership opportunities, and its Corps-led construction components.

**DATE:** JUNE 7, 2016  
**TIME:** 8:00 A.M. – 12:30 P.M.  
**VENUE:** HILTON GARDEN INN, FARGO, ND

More information available at [www.fmdiversion.com/P3](http://www.fmdiversion.com/P3)

# Recommended Contracting Actions Summary

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Date: May 12, 2016

Description	Company	Budget Estimate (\$)
<b>Authority Work Directives</b>		
<b>AWD-0058 - WP-42 Services During Construction</b> <ul style="list-style-type: none"> <li>• Add WP-42F.1N, Flood Control, 2<sup>nd</sup> Street North (North of Pump Station) – Services During Construction</li> <li>• Add WP-42F.2, Flood Control, 2<sup>nd</sup> Street South - Services During Bidding</li> </ul>	Houston-Moore Group, LLC	45,000.00
<b>Construction Change Order Requests</b>		
<b>WP-42C.1 Change Order 01 Demolition/Renovation, Howard Johnson Hotel, Old Shakey's Pizza, Fargo Public Schools</b> <ul style="list-style-type: none"> <li>• Add abatement of additional asbestos containing material</li> </ul>	Landwehr Construction, Inc.	138,613.57
<b>WP-42F.1S Change Order 06 2nd Street North (South of Pump Station)</b> <ul style="list-style-type: none"> <li>• Add modification of floodwall contract interface and incentive and disincentive changes to the Agreement</li> </ul>	Industrial Builders, Inc.	89,243.21
<b>WP-42I.1 Change Order 01 Mickelson Levee Extension</b> <ul style="list-style-type: none"> <li>• Add abatement of additional asbestos containing material</li> </ul>	Industrial Builders, Inc.	65,000.00

<b>Utility Relocation Agreements</b>		
<b>RA-AT002</b> <b>WP42D3 Utility Relocation South of 1<sup>st</sup> Avenue North</b> <ul style="list-style-type: none"> <li>Relocate fiber communication cable running parallel and south of 1<sup>st</sup> Avenue North</li> </ul>	AT&T	125,238.30
<b>RA-702-002</b> <b>WP42D3 Utility Relocation South and North of 1st Avenue North</b> <ul style="list-style-type: none"> <li>Relocate fiber communication cables running parallel to 1<sup>st</sup> Avenue North at 2<sup>nd</sup> St, south and north of bridge</li> </ul>	702 Communications	50,381.00
<b>RA-CL-003</b> <b>WP42D3 Utility Relocation North of 1st Avenue North</b> <ul style="list-style-type: none"> <li>Relocate fiber communication cable running parallel and north of 1<sup>st</sup> Avenue North</li> </ul>	CenturyLink	74,195.92
<b>RA-EV-003</b> <b>WP42D3 Utility Relocation North of 1st Avenue North</b> <ul style="list-style-type: none"> <li>Relocate fiber communication cable running parallel and north of 1<sup>st</sup> Avenue North</li> </ul>	Consolidated Communication, Inc.	25,000.00
<b>RA-CF-001</b> <b>WP42D3 Utility Relocation North of 1st Avenue North</b> <ul style="list-style-type: none"> <li>Relocate fiber communication cable running parallel and north of 1<sup>st</sup> Avenue North</li> </ul>	City of Fargo, ND	14,720.00
<b>RA-XL-006</b> <b>WP42D4 Utility Relocation North of 1st Avenue North</b> <ul style="list-style-type: none"> <li>Provide temporary power to the WP-42A.2 Lift Station near 2<sup>nd</sup> Street N and 3<sup>rd</sup> Avenue North</li> </ul>	Xcel Energy	34,545.76

**Technical Staff Recommendation**

Meeting Date: 5/4/2016

**RECOMMENDATION FOR ACTION:**

The Technical Staff have reviewed and recommends approval of the following Contract Action(s).

**SUMMARY OF CONTRACTING ACTION:**

The Owner’s Representative prepared the following Contract Action(s) for the Technical Staff team:

List description of Contract Action(s):

**Houston-Moore Group, LLC**

*MFDA – AWD-0058 - WP-42 SDC*

**\$45,000**

- Add WP-42F.1N, Flood Control, 2<sup>nd</sup> St. N, North of Pump Station – SDC
- Add WP-42F.2 - SDB
- 

**BACKGROUND:**

Houston-Moore Group, LLC (HMG) is the Engineer of Record for the In-Town Levees (WP-42), and has provided Services During Bid (SDB) and Services During Construction (SDC) for WP-42 from July 10, 2014, to the present time. An amendment to Task Order 17 for these services is currently being negotiated but will not be completed prior to the start of these construction projects.

Task Order 17, Amendment 0, included SDB and SDC for WP-42A.1 and A.3 (4<sup>th</sup> St. Pump Station and 2<sup>nd</sup> St. So. Floodwall), and WP-42A.2 (2<sup>nd</sup> St. Pump Station). On July 10, 2015, Amendment 1 authorized SDB/SDC for WP-42F.1S (Flood Control, 2nd Street North, South of Pump Station) and SDB for WP-42H.2(El Zagal Area Flood Risk Management – Phase 2), WP-42I (Mickelson Levee Extension), and WP-42C.2 (Park East Demolition). Amendment 3 incorporated work authorized under AWD-00052 (WP-42C.1, HoJo, Old Shakey’s, FPS – SDB; and WP-42C.2, Park East Demolition – SDC); added additional SDC period of performance and budget for both WP-42A.2 and WP-42A.1/A.3; added SDC scope and budget for WP-42H.2, WP-42I.1, and WP-42C.1; and, added SDB for WP-42F.1N.

**Summary of Contracting History and Current Contract Action:**

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Task Order 17 Amendment 0	\$ -	\$1,550,000	\$ -	10-Jul-14	30-Sep-16	Initial WP-42 SDB and SDC agreement for WP-42A.1, WP-42A.2, and WP42A.3.
Task Order 17 Amendment 1	\$693,000		\$2,243,000	10-Jul-14	30-Sep-16	Adds SDB and SDC for WP-42F.1S; SDB for WP-42H.2; SDB for WP-42I; and, SDB for WP-42C.2.
Task Order 17 Amendment 2	\$1,605,000		\$3,848,000	10-Jul-14	30-Jun-17	Incorporated AWD-00052; added additional SDC period of performance and budget for WP-42A.2 and WP-42A.1/A.3; added SDC for WP-42H.2, WP-42I.1, and WP-42C.1; and, added SDB for 42F.1N.
<b>AWD-0058</b>	<b>\$45,000</b>			<b>12-May-16</b>	<b>31-Jul-17</b>	<b>Authorizes scope and budget for SDC for WP-42F.1N, and SDB for WP-42F.2.</b>

**DISCUSSION:**

WP-42F.1N (Flood Control, 2<sup>nd</sup> St. N, North of Pump Station):

Construction for WP-42F.1N is scheduled to start in May 2016, and this AWD adds the SDC scope and budget for this work. Attached is HMG’s cost proposal for this work. This cost is shown in the WP-42 SDB and SDC budget table summary below.

WP-42F.2:

This AWD authorizes scope and budget for SDB for WP-42F.2, which will go to bid in May 2016. HMG’s proposal for this work is attached, and the cost is shown in the budget table below.

**WP-42 SDB and SDC Budgets by Work Package and Amendment:**

Work Package	Act. ID	SDB (\$)	SDC (\$)	PM (\$)	On Call (\$)	Total (\$)	Amendment
<b>WP-42A.2 &amp; 42A.1/A3</b>	CN-XXXX	50,000	1,300,000	180,000	20,000	1,550,000	TO17-A0
<b>WP-42F.1S</b>	CN-XXXX	36,000	540,000	60,000		636,000	TO17-A1
<b>WP-42H.2</b>	CN-XXXX	27,000				27,000	
<b>WP-42I.1</b>	CN-XXXX	15,000				15,000	
<b>WP-42C.2</b>	CN-XXXX	15,000				15,000	
<b>Subtotal TO17-A1</b>		93,000	540,000	60,000	0	693,000	
<b>WP-42A.2</b>	CN-XXXX		192,000			192,000	TO17-A2
<b>WP42A.1/A3</b>	CN-XXXX		830,000	28,000		858,000	
<b>WP-42C.1</b>	CN-XXXX	10,000	22,000	3,000		35,000	
<b>WP-42C.2</b>	CN-XXXX		40,000			40,000	
<b>WP-42H.2</b>	CN-XXXX		263,000	38,000		301,000	
<b>WP-42I.1</b>	CN-XXXX		132,000	25,000		157,000	
<b>WP-42F.1N</b>	CN-XXXX	22,000				22,000	
<b>Subtotal TO17-A2</b>		32,000	1,479,000	94,000	0	1,605,000	
<b>WP-42F.1N</b>	CN-XXXX	0	30,000		0	30,000	AWD-0058
<b>WP-42F.2</b>	CN-XXXX	15,000	0	0	0	15,000	
<b>Subtotal AWD-0058</b>		15,000	30,000	0	0	45,000	

The PMC reviewed HMG’s revised cost proposals and found it to be acceptable.

This change amount of \$45,000 is included in the FY-2016 FMDA budget.

**ATTACHMENT(S):**

1. Draft AWD-0058



**Presented by:**

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John W. Glatzmaier, P.E.  
 CH2M HILL  
 Project Manager  
 Metro Flood Diversion Project

May 4, 2016

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Date

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Keith Berndt, Cass County Administrator

Concur: May 9, 2016 Non-Concur: \_\_\_\_\_

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April Walker, Fargo City Engineer

Concur: May 9, 2016 Non-Concur \_\_\_\_\_

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Mark Bittner, Fargo Director of Engineering

Concur: May 5, 2016 Non-Concur: \_\_\_\_\_

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Jason Benson, Cass County Engineer

Concur: May 5, 2016 Non-Concur \_\_\_\_\_

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David Overbo, Clay County Engineer

Concur: May 4, 2016 Non-Concur: \_\_\_\_\_

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Robert Zimmerman, Moorhead City Engineer

Concur: May 4, 2016 Non-Concur \_\_\_\_\_

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Nathan Boerboom, Diversion Authority Project  
 Manager

Concur: May 9, 2016 Non-Concur: \_\_\_\_\_



**AUTHORITY WORK DIRECTIVE**

**AWD-00058 REV-0**

**WP-42F.1N SDC and WP-42F.2 SDB**

TO:	Houston-Moore Group, LLC	WORK TYPE:	WIK
PROJECT:	Fargo-Moorhead Diversion Engineering Design	DATE INITIATED:	5/4/2015
OWNER:	Metro Flood Diversion Authority		

The following additions, deletions, or revisions to the Work have been ordered and authorized:

**OBJECTIVE:**

Initiate Services During Construction (SDC) for WP-42F.1N and Services During Bid (SDB) for WP-42F.2, both projects are schedule to start in May 2016.

**BACKGROUND:**

Houston-Moore Group, LLC (HMG) is the Engineer of Record for the In-Town Levees (WP-42) work packages, and has provided Services During Bid (SDB) and Services During Construction (SDC) for WP-42 projects from July 10, 2014, to the present time. An amendment to Task Order 17 for these services is currently being negotiated but will not be completed prior to the start of these construction projects.

**SCOPE:**

WP-42F.1N – SDC services. Work includes participation in pre-construction meeting, partnering session, review of preliminary construction submittals, and field inspections. Estimated cost of proposed services is \$30,000.

WP-42F.2 – SDB services. Work includes participation pre-bid meeting, respond to bidder questions, prepare technical addenda, attend the bid opening, and review of bids. Estimated cost of proposed services is \$15,000.

**DELIVERABLES:**

WP-42F.1N – SDC services: submittal review comments, field inspection notes/reports.

WP-42F.2 – SDB services: bidder question responses, addenda items.

**SCHEDULE:**

Begin upon receipt of AWD.

**HOW WORK IS PERFORMED:**

This work will be performed on a time and material basis.

**COST:**

Cost incurred under this AWD shall not exceed \$45,000, allocated as \$30,000 for WP-42F.1N and \$15,000 for WP-42F.2, without further written approval. The above scope of work will be incorporated into a future Task Order No. 17 amendment, which will supersede this AWD. Costs associated with this AWD will be invoiced under Task Order 17 after the amendment has been executed.

**REASON FOR CHANGE(S):**

Extended negotiation period for Task Order 17 amendment.

**ATTACHMENTS (List Supporting Documents):**

- WP-42F.1N – Engineer’s fee estimate.
- WP-42F.2 - Engineer’s fee estimate.

It is understood that this Authority Work Directive will not change the Contract Price or Times, but is evidence that the parties expect a Contract Amendment to be subsequently issued reflecting the changes.

Recommended by: CH2M HILL  
 Program Management Consultant

John Glatzmaier, P.E.   Program Manager  
 Name   Title

\_\_\_\_\_  
 Signature   Date

Ordered by: Board of Authority  
 Owner

Darrell Vanyo   Board Chair  
 Name   Title

\_\_\_\_\_  
 Signature   Date

DRAFT



**FM Metro Risk Management Project**  
**HMG Task Order No. 17 - Services During Construction**

Task	Activity Description	Personnel Costs												Cost Per Task
		Senior Project Manager		Project Manager		Professional Engineer		Graduate Engineer		GIS Technician III		Senior Administrative		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
<b>WP42F1North - Services During Construction (Assume a 11 month construction timeline for WP42F1North - May 1, 2016 to November 30, 2016 and April 1, 2017 to July 31, 2017)</b>														
Task 2.B.3	Participate in one or more partnering meetings - <b>Assume 2 meetings</b>	2	\$ 348	16	\$ 2,512	16	\$ 2,336		\$ -		\$ -		\$ -	\$ 5,196
Task 2.B.5	Provide a Resident Project Representative (RPR) that will represent the Engineer and Owner's Representative. RPR will have the duties and defined in the Contract Documents for each project. Observe construction in sufficient detail to certify the flood risk reduction features of the Project. Prepare site visit reports and submit to Owner's Representative. - <b>Assume 50 hours per week and 11 month (47 week) construction timeline.</b>	4	\$ 696	8	\$ 1,256	376	\$ 54,896	2350	\$ 258,500		\$ -	40	\$ 2,880	\$ 318,228
Task 2.B.6	Respond to Requests for Information and other construction communication provided by the Owner's Representative	2	\$ 348	8	\$ 1,256	120	\$ 17,520	80	\$ 8,800		\$ -	2	\$ 144	\$ 28,068
Task 2.B.7	Review shop drawings, samples, and operation and maintenance manuals for conformance with the Contract Documents	4	\$ 696	20	\$ 3,140	80	\$ 11,680	40	\$ 4,400		\$ -	2	\$ 144	\$ 20,060
Task 2.B.8	Review and approve change orders or modifications that could affect the design or function of the Project	2	\$ 348	8	\$ 1,256	40	\$ 5,840	20	\$ 2,200		\$ -	8	\$ 576	\$ 10,220
Task 2.B.9	Update monthly the As-Built drawings based on information provided by Owner's Representative - <b>Assume no field survey will be completed by HMG</b>	2	\$ 348	8	\$ 1,256	80	\$ 11,680	80	\$ 8,800		\$ -		\$ -	\$ 22,084
Task 2.B.10	Assist Owner's Representative with determination of monthly pay application quantities based on survey information provided by Owner's Representative - <b>Assume no field survey will be completed by HMG.</b>	2	\$ 348	4	\$ 628	50	\$ 7,300	50	\$ 5,500	20	\$ 2,460		\$ -	\$ 16,236
Task 2.B.11	Following completion of construction, update the Design Documentation Report to reflect the design changes, contract modifications, site conditions encountered, testing, and submittals	16	\$ 2,784	16	\$ 2,512	40	\$ 5,840	24	\$ 2,640	24	\$ 2,952	16	\$ 1,152	\$ 17,880
Task 2.B.12	Provide Final As-Built drawings in conformance with the same standards as the design drawings (WP42F1N) - <b>Assume no field survey will be completed by HMG.</b>	2	\$ 348	8	\$ 1,256	60	\$ 8,760	80	\$ 8,800	40	\$ 4,920	8	\$ 576	\$ 24,660
Task 2.B.13	Prepare a post construction Inspection and Monitoring Plan specifying annual inspections required to verify satisfactory maintenance and performance of the flood risk management features.	2	\$ 348	20	\$ 3,140	40	\$ 5,840	20	\$ 2,200		\$ -	4	\$ 288	\$ 11,816
Task 2.B.14	Provide flood risk reduction certifications as required by owner or Diversion Authority	4	\$ 696	24	\$ 3,768	40	\$ 5,840	16	\$ 1,760		\$ -	2	\$ 144	\$ 12,208
	<b>Total</b>	<b>42</b>	<b>\$ 7,308</b>	<b>140</b>	<b>\$ 21,980</b>	<b>942</b>	<b>\$ 137,532</b>	<b>2760</b>	<b>\$ 303,600</b>	<b>84</b>	<b>\$ 10,332</b>	<b>82</b>	<b>\$ 5,904</b>	<b>\$ 486,656</b>
<b>WP42F1North - Project Management</b>														
Task 2.C.1	Provide project management, including monthly status reports and invoicing to Owner on Engineer's task activity - <b>Assume 11 month (47 week) construction timeline and 2 hour per month for PM and Prof. Eng.</b>	0	\$ -	22	\$ 3,454	22	\$ 3,212		\$ -		\$ -		\$ -	\$ 6,666
Task 2.C.2	Participate in regular and periodic meetings or teleconferences with contractors, the Owner's Representatives, Owner, and USACE - <b>Assume 11 month (47 week) construction timeline and 3 hour per week (including prep.) for PM and Prof. Eng.</b>	0	\$ -	141	\$ 22,137	141	\$ 20,586		\$ -		\$ -		\$ -	\$ 42,723
	<b>Total</b>	<b>0</b>	<b>\$ -</b>	<b>163</b>	<b>\$ 25,591</b>	<b>163</b>	<b>\$ 23,798</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 49,389</b>
	<b>Geotechnical Support</b>													\$ 40,000
	<b>Technical Support - SRF</b>													\$ 20,000
	<b>Expenses (WP42F1N)</b>													\$ 10,000
	<b>Grand Totals</b>	<b>42</b>		<b>303</b>		<b>1105</b>		<b>2760</b>		<b>84</b>		<b>82</b>		<b>\$ 606,045</b>



## FM Metro Risk Management Project

### HMG Task Order No. 17 - Services During Construction - WP42F2

Task	Activity Description	Personnel Costs										Cost Per Task
		Senior Project Manager		Project Manager		Professional Engineer		Graduate Engineer		Senior Administrative		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
<b>WP42I - Mickelson Levee Extension -Services During Bidding.</b>												
Task 2.A.1	Respond to bidder inquiries forwarded by Owner's Representative during advertisement period and prepare addenda as necessary to provide a clear, biddable set of solicitation documents.	1	\$ 174	4	\$ 628	16	\$ 2,336	8	\$ 880	2	\$ 144	\$ 4,162
Task 2.A.2	Attend and participate in pre-bid meetings and site visits.	0	\$ -	0	\$ -	8	\$ 1,168		\$ -	1	\$ 72	\$ 1,240
Task 2.A.3	Attend bid openings and, if requested, assist in evaluation of bids.	1	\$ 174	0	\$ -	6	\$ 876		\$ -	1	\$ 72	\$ 1,122
Task 2.A.4	Incorporate addenda into the plans and technical specifications to create a set of Contract Award Documents	0	\$ -	4	\$ 628	12	\$ 1,752	24	\$ 2,640	4	\$ 288	\$ 5,308
Task 2.A.5	Prepare a submittal register based on the Contract Documents indicating required submittals, the specific technical submittals requiring review and/or approval by the Engineer, and administrative submittals that can be reviewed by the Owner's Representatives.	1	\$ 174	2	\$ 314	12	\$ 1,752	4	\$ 440	2	\$ 144	\$ 2,824
<b>Total</b>		<b>3</b>	<b>\$ 522</b>	<b>10</b>	<b>\$ 1,570</b>	<b>54</b>	<b>\$ 7,884</b>	<b>36</b>	<b>\$ 3,960</b>	<b>10</b>	<b>\$ 720</b>	<b>\$ 14,656</b>

**Technical Advisory Group Recommendation**

Meeting Date: 5/5/2016

**RECOMMENDATION FOR ACTION:**

The Technical Advisory Group have reviewed and recommend approval of the following Contract Action(s).

**SUMMARY OF CONTRACTING ACTION:**

The Owner’s Representative has reviewed and recommends the following Contract Action(s):

List description of Contract Action(s):

Description	Budget Estimate (\$)
<b>Landwehr Construction, Inc.</b>	
<i>Change Order #1</i>	<b><i>\$138,613.57</i></b>
WP-42C.1, Demolition/Renovation, Howard Johnson Hotel, Old Shakey’s Pizza, Fargo Public Schools – Abatement of additional asbestos containing material	

**Summary of Contracting History and Current Contract Action:**

Landwehr Construction, Inc. was the low responsive bidder for this publically bid project and the Metro Flood Diversion Authority (MFDA) board awarded the project to Landwehr on February 11, 2016. Landwehr began field activities on March 14, 2016 with asbestos abatement following completion of required pre-construction meetings and submittals.

Original Agreement or Amendment	Budget (\$) Change	Prevouis Project Cost	Revised Project Cost	Project Start	Project Substantial Completion	Comments
Original Contract	\$668,870.00	\$0	\$668,870.00	11-Feb-16	30-May-16	Contract Award to lowest responsive bidder, Landwehr Construction, Inc.
Change Order No. 1	\$138,613.57	\$668,870.00	\$807,483.57	11-Feb-16	16-Jul-16	Abatement of additional asbestos containing materials.

Change Order No. 1 adds cost and time to accommodate previously unknown asbestos in the Howard Johnson Hotel, increasing the project cost by a total of \$138,613.57 and adding 47 days to the Substantial Completion requirement for the building.


- Basement flooring** – Previously approved Work Change Directive 001 authorized Landwehr to abate additional asbestos from the basement area. The cost increase is \$29,619.32 and 12 days are added to the project schedule. CH2M and Terracon reviewed the proposed pricing for asbestos abatement and found it reasonable.
- Pipe insulation in hotel rooms** – Previously approved Work Change Directive 002 authorized Landwehr to abate additional asbestos from the hotel lodging areas. This abatement required significant removal of ceiling and wall sections in each room to access pipe insulation. The cost increase is \$108,994.25 and 35 days are added to the project schedule. Terracon reviewed the proposed pricing for asbestos abatement and found the rates to be reasonable. CH2M reviewed the proposed ceiling/wall removal scope and productivity rates and found the overall pricing and time extension to be reasonable.

3. **Impact to overall project schedule** – The total original Substantial Completion requirement for the project is May 30, 2016.
  - a. The Shakey’s Pizza and Fargo Public Schools portions of the project are unaffected by the additional asbestos so their Substantial Completion will remain May 30, 2016.
  - b. Adding 47 days to the hotel extends its Substantial Completion to July 16, 2016. However, the Contractor understands how this project affects the schedule for multiple other projects in the area. They committed to a phased turnover of the hotel site and so the Change Order is based on completion of the east wing and Sidestreet Grille portions of the hotel by June 30, 2016 to facilitate the start of WP-42F.1N.
  - c. Current project progress indicates Landwehr should complete the remainder of hotel site well before July 16, 2016, but Landwehr is unwilling to commit to an earlier Substantial Completion date without increasing the contract price. Their proposed pricing to achieve overall Substantial Completion on June 30, 2016 is approximately \$10,000 to \$15,000 for accerlation with an additional equipment crew. The Diversion Authority’s Project Manager considered this proposal and decided that the other projects’ schedules do not require that additional cost go toward Landwehr’s contract in order to guarantee a June 30, 2016 Substantial Completion.
  - d. CH2M will continue to monitor progress closely and put pressure on the Contractor to complete the project as early as possible.

**ATTACHMENT(S):**

1. Draft Change Order 01
2. Approved Work Change Directives 001 and 002
3. Contractor change proposals for flooring and pipe insulation

**Submitted by:**




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John Glatzmaier, P.E.  
 CH2M HILL  
 Project Manager  
 Metro Flood Diversion Project

May 5, 2016

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Date

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Keith Berndt, Cass County Administrator  
 Concur: May 9, 2016 Non-Concur: \_\_\_\_\_

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April Walker, Fargo City Engineer  
 Concur: May 5, 2016 Non-Concur \_\_\_\_\_

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Mark Bittner, Fargo Director of Engineering  
 Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

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Jason Benson, Cass County Engineer  
 Concur: May 5, 2016 Non-Concur \_\_\_\_\_

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David Overbo, Clay County Engineer  
 Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

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Robert Zimmerman, Moorhead City Engineer  
 Concur: May 5, 2016 Non-Concur \_\_\_\_\_

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Nathan Boerboom, Diversion Authority Project Manager  
 Concur: May 5, 2016 Non-Concur: \_\_\_\_\_



**Change Order No.** 01

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Date of Issuance: 5/12/2016 Effective Date: 5/12/2016  
Owner: Metro Flood Diversion Authority Owner's Contract No.: WP-42C.1  
Owner's Representative: CH2M HILL Engineers, Inc. Owner's Representative Project No.: 479407  
Contractor: Landwehr Construction, Inc. Contractor's Project No.: \_\_\_\_\_  
Engineer: Houston-Moore Group, LLC Work Package No.: WP-42C.1

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Project: Fargo-Moorhead Area Diversion Contract Name: Demolition – Howard Johnson Hotel, Old Shakey's Pizza, Fargo Public Schools

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The Contract is modified as follows upon execution of this Change Order:

**Description:**

**ABATE ADDITIONAL ASBESTOS CONTAINING MATERIAL**

- a. Increase Contract Price by \$138,613.57 for abatement of previously unknown asbestos containing materials by adding line item 8, *Additional Asbestos Abatement* as shown in attached Change Order 1 Unit Price Schedule dated 5/12/16.
- b. Increase Contract Times by 47 days for the Howard Johnson Hotel. Substantial Completion for the hotel is changed from May 30, 2016 to July 16, 2016. Readiness for final payment is change from June 13, 2016 to July 30, 2016.
- c. Substantial Completion for Old Shakey's Pizza and Fargo Public Schools remains at May 30, 2016.

**Attachments:**

- Change Order 1 Unit Price Schedule dated 5/12/16



<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIMES</b> <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  <b>668,870.00</b>	Original Contract Times: Substantial Completion: <u>May 30, 2016</u> Ready for Final Payment: <u>June 13, 2016</u>
[Increase] [Decrease] from previously approved Change Orders No. 0:  <b>0.00</b>	[Increase] [Decrease] from previously approved Change Orders No. 0: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order:  <b>668,870.00</b>	Contract Times prior to this Change Order: Substantial Completion: <u>May 30, 2016</u> Ready for Final Payment: <u>June 13, 2016</u>
[Increase] [Decrease] of this Change Order:  <b>138,613.57</b>	[Increase] [Decrease] of this Change Order: Sub. Completion (Shakey's, FPS): <u>0 days</u> Sub. Completion (Hotel): <u>47 days</u> Ready for Final Payment: <u>47 days</u>
Contract Price incorporating this Change Order:  <b>807,483.57</b>	Contract Times with all approved Change Orders: Sub. Completion (Shakey's, FPS): <u>May 30, 2016</u> Sub. Completion (Hotel): <u>July 16, 2016</u> Ready for Final Payment: <u>July 30, 2016</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Owner's Representative <small>(Authorized Signature)</small>	Owner <small>(Authorized Signature)</small>	Contractor <small>(Authorized Signature)</small>
Name: <u>Tyler Smith, P.E.</u>	Name: <u>Darrell Vanyo</u>	Name: <u>David Goulet</u>
Title: <u>Construction Manager</u>	Title: <u>Chairman</u>	Title: <u>Project Manager</u>
Date: _____	Date: _____	Date: _____



WORK CHANGE DIRECTIVE

001

TO: Landwehr Construction Inc (Nick Linnemann, Project Manager) PROJECT NO.: WP-42C.1

PROJECT: Howard Johnson Demolition

OWNER: Metro Flood Diversion Authority

ENGINEER: Houston Moore Group

OWNER'S REPRESENTATIVE: CH2M

**DESCRIPTION OF WORK:**

1. Contractor is to abate additional asbestos containing materials(ACM) in the Howard Johnson basement as described in the Terracon sampling and testing report from March 2016.
2. Contractor is to await additional Terracon sample results before abating previously unknown ACM in areas other than the basement.
3. Contractor is not to exceed \$30,000 in total additional cost to Owner without a Change Order.
4. This cost and time will be incorporated into future Change Order #1.

**REASON FOR CHANGE(S):**

1. Due to the Howard Johnson now being unoccupied Terracon was able to start doing sampling in more spaces. The sampling has identified additional asbestos containing material(ACM) that needs to be removed prior to the demolition of the building.

**ATTACHMENTS(List Supporting Documents):**

1. Terracon sampling and testing report.
2. Terracon basement floor plan

**DESIGN IMPACT (List Impacts):**

Is the described change outside of the design parameters?  Yes /  No

If yes, DOR and USACE signoff are required and documented below:

_____ [Name], P.E. Designer of Record	_____ Date	_____ [Name] USACE PM	_____ Date
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It is understood that this Work Change Directive will not change the Contract Price or Times, but is evidence that the parties expect a Change Order to be subsequently issued reflecting the changes.

Recommended by:

Ordered by:

**CH2M**

**Metro Flood Diversion Authority**

Owner's Representative

Owner

  
Tyler Smith, P.E.  
Construction Services Manager

3/21/16  
Date

  
Timothy Mahoney  
Board Chair

3/21/16  
Date

Copy: Owner  
Designer of Record  
USACE  
Owner's Representative



WORK CHANGE DIRECTIVE

002

TO: Landwehr Construction Inc. (Nick Linnemann, PROJECT NO.: WP-42C.1  
 Project Manager) \_\_\_\_\_

PROJECT: Howard Johnson Demolition \_\_\_\_\_

OWNER: Metro Flood Diversion Authority \_\_\_\_\_

ENGINEER: Houston Moore Group \_\_\_\_\_

OWNER'S REPRESENTATIVE: CH2M \_\_\_\_\_

**DESCRIPTION OF WORK:**

1. Contractor is directed to abate and remove all additional pipe fittings and elbow insulation containing asbestos containing materials (ACM) in the Howard Johnson Hotel described in the Terracon sampling and testing report from March 2016 and not covered in the original abatement report.
2. Demolition of the ceiling to provide access to ACM in the hotel rooms is authorized.
3. Contractor is to ensure that Terracon and Owner's Representative can verify the quantity of fittings and elbows for determining final abatement cost.
4. Contractor is not to exceed \$109,000.00 in total additional cost to Owner without a Change Order.
5. This cost and time will be incorporated into future Change Order #1. Final amount will be based on Contractor's attached proposed change pricing.

**REASON FOR CHANGE(S):**

1. Prior to demolition, Terracon conducted deconstructive sampling at the Howard Johnson Hotel on flooring and piping insulation in opened walls, ceiling, and piping spaces in March 2016. The sampling and testing has identified additional asbestos containing material (ACM) inside the Howard Johnson Hotel that requires abatement prior to the demolition of the building.

**ATTACHMENTS(List Supporting Documents):**

1. Terracon sampling and testing report
2. Contractors proposed pricing

**DESIGN IMPACT (List Impacts):**

Is the described change outside of the design parameters?  Yes /  No

If yes, DOR and USACE signoff are required and documented below:

_____ [Name], P.E. Designer of Record	_____ Date	_____ [Name] USACE PM	_____ Date
---	---------------	-----------------------------	---------------

It is understood that this Work Change Directive will not change the Contract Price or Times, but is evidence that the parties expect a Change Order to be subsequently issued reflecting the changes.

Recommended by:

Ordered by:

**CH2M**

**Metro Flood Diversion Authority**

*Owner's Representative*

*Owner*

  
Tyler Smith, P.E.  
Construction Services Manager

*4/1/16*  
Date

  
Darrell Valayo  
Board Chair

01-Apr-2016  
Date

Copy: Owner  
Designer of Record  
USACE  
Owner's Representative



**LANDWEHR CONSTRUCTION INC.**

**PO Box 1086 St. Cloud, MN 56302  
Phone(320) 252-1494 Fax (320) 252-2380**

Date: March 15, 2016

Proposal Request # 1

To: Ty Smith - CH2M

Project: WP-42C.1 HoJo Demolition

Description of work performed:

Asbestos abatement of unknown asbestos flooring in HoJo's.

Item	Hrs/Unit	Rate	Total
<b>Equipment</b>			
LCI Markup on Equipment	15%	-	\$ -
		-	\$ -
		Total Equipment	
			\$ -
<b>Labor</b>			
LCI Markup on Labor	15%	-	\$ -
		-	\$ -
		Total Labor	
			\$ -
<b>Subcontractors/Materials</b>			
ECCO Midwest - See attached	1.0	27,792.00	\$ 27,792.00
See attached		-	\$ -
		-	\$ -
		-	\$ -
		-	\$ -
LCI Markup on Subs/Mat'ls	5%	27,792.00	\$ 1,389.60
		Total Subs/Mat'ls	
			\$ 29,181.60
<b>Misc lump sum pricing</b>			
		-	\$ -
		-	\$ -
		-	\$ -
		Total Misc lump sum	
			\$ -
<b>Bond</b>			
	1.5%	29,181.60	\$ 437.72
		Total Bond	
			\$ 437.72
<b>Grand Total</b>			<b>\$ 29,619.32</b>

**Notes:** No asbestos report was available for review. The asbestos abatement subcontractors attached pricing is based upon their o  
There is a possibility that the asbestos report has differing quantities. If this is the case, pricing adjustment may be require

Contract time adjustment: Twelve (12) days



# ECCO Midwest, Inc.

2939 Enterprise Avenue, Hastings, MN 55033 | Phone: 651-788-9556 | Fax: 651-788-9562 | eccomidwest.com

Nick,

**Project:** Former Howard Johnsons Hotel Demo  
301 3<sup>rd</sup> Ave. North  
Fargo, ND  
WP 42C.1

### Change order items to date. 3-14-16

Flooring prices to be submitted for approval.....assuming that the black mastic came back negative for asbestos. Have not seen any results still.....

Actual flooring quantities identified by Lance (Terracon) and Dylan (ECCO) in the basement area of the restaurant/main entrance.

Carpet over, sheet vinyl over, 9"x9" floor tile over, black mastic.....3,830 sq. ft.  
Carpet over, 9"x9" floor tile over, black mastic.....623 sq. ft.  
9"x9" floor tile over, black mastic.....661 sq. ft.

Totals Separated out by type/quantity:

Carpeting.....	4,453 sq. ft. existing	(0 sq. ft. in bid)	ADD: 4,453sf x .60/sf = \$2,672.00
9"x9" Floor tile...	5,114 sq. ft. existing	(2,175 sq. ft. in bid)	ADD: 2,939sf x \$2.00/sf = \$5,878.00
Sheet vinyl.....	3,830 sq. ft. existing	(1,300 sq. ft. in bid)	ADD: 2,530sf x \$2.50/sf = \$6,325.00

TOTAL = \$14,875.00

Actual flooring quantities (exposed 9"x9" floor tile) identified by Lance and Dylan in the East and West wings of the hotel

East Wing 2 <sup>nd</sup> Floor:	Middle area:	individual room	9x21=189sf
	Middle area:	individual room	4x20 +5x7 = 115 sf
East Wing 1 <sup>st</sup> Floor:	Middle area:	individual room	16x9=144sf
	South Area:	individual room	27x14=378sf
West Wing 2 <sup>nd</sup> floor:	Middle area:	individual room	4x20+5x7=115sf
	Middle area:	individual room	20x9=180sf
West Wing 1 <sup>st</sup> floor:	Middle area:	Individual room	9x19=171sf

(7 individual rooms )TOTAL = 1,292 sq.ft x \$4.75/sf(smaller rooms rate) = \$6,137.00

Plus a trailer generator rental and fuel for the time needed for the basement containments and East wing and West Wings.....approximately 2 ½ weeks. \$4,500.00

Additional mobilization cost for bringing up additional materials, supplies and disposal drums: \$1,500.00

Additional Dumpster for ACM disposal: \$780.00

TOTAL estimated Change order amount for the additional flooring items listed above = \$27,792.00

NOTE:\*\*\*\*\*Additional time to complete would be about 2 -1/2 weeks.

Regards,

Jim Moeller





**LANDWEHR CONSTRUCTION INC.**

PO Box 1086 St. Cloud, MN 56302  
 Phone(320) 252-1494 Fax (320) 252-2380

Date: March 23, 2016

Proposal Request # 2

To: Ty Smith - CH2M

Project: WP-42C.1 HoJo Demolition

Description of work performed:

Asbestos abatement of unknown asbestos pipe insulation fittings

Item	Hrs/Unit	Rate	Total
<b>Equipment</b>			
LCI Markup on Equipment	15%	-	\$ -
		-	\$ -
		<hr/>	
Total Equipment			\$ -
<b>Labor</b>			
LCI Markup on Labor	15%	-	\$ -
		-	\$ -
		<hr/>	
Total Labor			\$ -
<b>Subcontractors/Materials</b>			
ECCO Midwest - See attached	1.0	102,270.00	\$ 102,270.00
See attached		-	\$ -
		-	\$ -
		-	\$ -
LCI Markup on Subs/Mat'ls	5%	102,270.00	\$ 5,113.50
		-	\$ -
		<hr/>	
Total Subs/Mat'ls			\$ 107,383.50
<b>Misc lump sum pricing</b>			
		-	\$ -
		-	\$ -
		-	\$ -
		<hr/>	
Total Misc lump sum			\$ -
<b>Bond</b>			
	1.5%	107,383.50	\$ 1,610.75
		-	\$ -
		<hr/>	
Total Bond			\$ 1,610.75
<b>Grand Total</b>			<b><u>\$ 108,994.25</u></b>

Notes:

Time adjustment listed below allows for seven days to receive approval to proceed. If additional time is required for approval, the contract time will have to be adjusted accordingly.

Contract time adjustment: 35 Days





# ECCO Midwest, Inc.

2939 Enterprise Avenue, Hastings, MN 55033 | Phone: 651-788-9556 | Fax: 651-788-9562 | eccomidwest.com

## PROPOSAL / CONTRACT

ECCO Midwest, Inc.  
("ECCO")  
2939 Enterprise Avenue, Suite B  
Hastings, Minnesota 55033  
Phone: 651-788-9556  
Fax: 651-788-9562  
Mobile: 651-600-0685  
E-Mail: JMoeller@eccomidwest.com  
Attn: Jim Moeller

Landwehr Construction  
("Client")  
P.O. Box 1086  
St. Cloud, MN 56302  
Phone: 320-252-1494  
Cell: 320-249-9560  
E-Mail: Nick@landwehrconstruction.com  
Attn: Nick

ECCO and Client agree as follows: Pursuant to the terms and conditions of this Contract, ECCO shall provide the labor and materials described in the "Scope of Work" set forth below, at the following location: In Town Levees 2<sup>nd</sup> Street Demo, Howard Johnson, Phase 42C1, Fargo, ND (the "Work Sites").

"Contract" shall mean this page and the "Terms and Conditions" attached hereto or otherwise provided by ECCO to Client, along with any documents or schedules referenced either on this page or in the Terms and Conditions. This page and the Terms and Conditions shall control over any conflicting provisions in the documents or schedules referenced therein.

### SCOPE OF WORK

The "Work" to be performed under this Contract shall be:

Removal and disposal of the following asbestos containing materials identified by the additional testing provided by Terracon:

Howard Johnsons:

Friable:

-ADDITIONAL unknown asbestos containing pipe insulation fittings found throughout the building, (approximately 2,500 fittings).....\$21/per fitting.

**TOTAL Fitting Removal price estimate: \$52,500.00**

**DEMO ceilings and walls to access all ACM pipe fitting insulation listed above:**

Demo debris to remain on site near areas of demo and not removed, transported or disposed of.

**TOTAL DEMO Price: \$49,770.00**

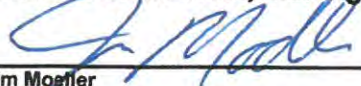
Removal to be completed in approximately 4 additional weeks.

### CONTRACT PRICE

The Contract Price for the Work shall be: Total of all pricing above \$102,270.00

ECCO will invoice for completed work as it deems appropriate; invoices shall be paid by Client on a net thirty-day basis at ECCO's address shown above.

**Authorized ECCO-Midwest, Inc. Signature**

By:   
Jim Moefler

Its: Project Manager

Date: 3-23-16

**Authorized Client Signature**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Technical Advisory Group Recommendation**

Meeting Date: 5/5/2016

**RECOMMENDATION FOR ACTION:**

The Technical advisory Group has reviewed and recommends approval of the following Contract Action(s).

**SUMMARY OF CONTRACTING ACTION:**

The Owner’s Representative has reviewed and recommends the following Contract Action(s):

List description of Contract Action(s):

Description	Budget Estimate (\$)
<b>Industrial Builders Inc.</b>	
<i>Change Order #6</i>	<b>89,243.21</b>
WP-42F.1S, 2nd Street North (South of Pump Station) – modification of floodwall contract interface and incentive & disincentive changes to the Agreement	

**Summary of Contracting History and Current Contract Action:**

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	\$0.00	\$16,184,905.85	\$16,184,905.85	08-Oct-15	15-Jun-17	Contract Award recommended to lowest responsive bidder, Industrial Builders, Inc.
Change Order No. 1	\$0.00	\$16,184,905.85	\$16,184,905.85	08-Oct-15	15-Jul-17	Adds 30 days to the Contract Time, revises Interim Milestone A work items, and adds an option for descoping a portion of the Work
Change Order No. 2	\$169,490.20	\$16,184,905.85	\$16,354,396.05	08-Oct-15	15-Jul-17	Incorporates Work revisions to allow work around utility lines
Change Order No. 3	\$96,806.17	\$16,354,396.05	\$16,451,202.22	08-Oct-15	15-Jul-17	Water main, traffic poles, traffic control plan, Milestone A scope
Change Order No. 4	\$6,985.96	\$16,451,202.22	\$16,458,188.18	08-Oct-15	15-Jul-17	Bridge Lighting, concrete disposal, winter traffic control, extend 4 <sup>th</sup> St signal mods requirement
Change Order No. 5	\$68,743.01	\$16,458,188.18	\$16,526,931.19	08-Oct-15	15-Jul-17	Concrete grading within pump station, Unit price change, additional H Pile, bridge abutment seal, traffic signals, bridge abutment concrete disposal and floodwall connections.
<b>Change Order No. 6</b>	<b>89,243.21</b>	<b>16,526,931.19</b>	<b>16,616,174.40</b>	<b>08-Oct-15</b>	<b>15-Jul-17</b>	<b>10 Feet of additional flood wall, incentive and disincentive changes to the Agreement.</b>

## DISCUSSION

1. Change Order No. 6 modifies multiple scope elements to total an increase of \$89,243.21 to the Contract Price. The Change Order consists of the following items:

- a. **Floodwall Corrections at Contract Interface** – Additional labor and materials are required to interface the floodwalls between WP-42F.1S and WP-42A.2. The discrepancies between the two plan sets include the following:

- i. Ten foot gap between the two wall sections
- ii. Top of wall height difference
- iii. Five foot footing elevation difference
- iv. Additional forming
- v. Additional wall cap

Extra forms, rebar, concrete, miscellaneous materials, equipment, and labor are required to complete the interface. The total cost for this change item is \$89,243.21. This change item is being assessed using existing unit rates for items i through iii and new lump sum line items for items iv and v. CH2M and HMG have reviewed this cost and find it acceptable.

- b. **Incentives/Disincentives Modifications** – Two no cost changes are recommended to the incentive/disincentive periods as described below. These changes were developed in coordination with the Owner and have been approved by the Fargo City Commission.

- i. An additional project adjacent to the 42F.1S project on 2<sup>nd</sup> Street N, south of the Project site is going on which prevents the Contractor from meeting the 90 day disincentive period associated with the 1<sup>st</sup> Avenue N and 2<sup>nd</sup> Street N intersection. This adjacent project was not known to the Contractor during bidding. This change removes the incentive/disincentive period to complete the 1<sup>st</sup> Avenue N and 2<sup>nd</sup> Street N intersection within 90 days.
- ii. Additional time is also necessary to coordinate the utility crossings at the intersection of 2<sup>nd</sup> St. N and 1<sup>st</sup> Ave. N. The disincentive to have the street open from the 1<sup>st</sup> Ave. N bridge to the west end of the 3<sup>rd</sup> St. N intersection is now 150 calendar days instead of 120 days between initial street closure and being open to driving and pedestrian traffic. Incentives will only be granted for the 120 day timeframe not the 150 day time frame. CH2M has reviewed this change and finds it acceptable.

## ATTACHMENT(S):

1. Draft Change Order No. 6

Submitted by:

John Glatzmaier, P.E.  
CH2M  
Project Manager  
Metro Flood Diversion Project

May 4, 2016

Date

Keith Berndt, Cass County Administrator  
Concur: May 5, 2016 Non-Concur: \_\_\_\_\_

April Walker, Fargo City Engineer  
Concur: May 4, 2016 Non-Concur \_\_\_\_\_

Mark Bittner, Fargo Director of Engineering  
Concur: May 5, 2016 Non-Concur: \_\_\_\_\_

Jason Benson, Cass County Engineer  
Concur: May 5, 2016 Non-Concur \_\_\_\_\_

David Overbo, Clay County Engineer  
Concur: May 4, 2016 Non-Concur: \_\_\_\_\_

Robert Zimmerman, Moorhead City Engineer  
Concur: May 4, 2016 Non-Concur \_\_\_\_\_

Nathan Boerboom, Diversion Authority Project  
Manager  
Concur: May 4, 2016 Non-Concur: \_\_\_\_\_



Change Order No. 06

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Date of Issuance:	<u>5/12/2016</u>	Effective Date:	<u>5/12/2016</u>
Owner:	<u>Metro Flood Diversion Authority</u>	Owner's Contract No.:	<u>WP-42F.1S</u>
Owner's Representative:	<u>CH2M HILL Engineers, Inc.</u>	Owner's Representative Project No.:	<u>435534</u>
Contractor:	<u>Industrial Builders, Inc.</u>	Contractor's Project No.:	<u></u>
Engineer:	<u>Houston-Moore Group, LLC</u>	Work Package No.:	<u>WP-42F.1S</u>

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Project: Fargo-Moorhead Area Diversion Contract Name: Flood Control, 2<sup>nd</sup> Street North, South of Pump Station

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The Contract is modified as follows upon execution of this Change Order:

**Description:**

1. FLOODWALL CORRECTIONS AT CONTRACT INTERFACE

- a. Additional labor and materials are required to interface the floodwalls between WP-42F.1S and WP-42A.2. Replace drawings C-020-4, C-020-7, C-020-10A and C-020-14 in their entirety with the attached drawings. Modify the following line items as shown in the attached Unit Price Schedule dated 5/12/2016:

- i. Adjust Bid Item 206 F&I Floodwall Reinf Bars*
- ii. Adjust Bid Item 207 F&I Reinf Bars – Epoxy Coated Steel*
- iii. Adjust Bid Item 208 F&I Floodwall – Structural Conc.*
- iv. Add Bid Item 229 Additional Forming-Step Footing*
- v. Add Bid Item 230 Wall Cap for Abutment*

2. INCENTIVE/DISINCENTIVE MODIFICATIONS

- a. Adjust Agreement language as follows:
  - i. Replace Agreement Paragraph 4.05.B.1.b.1 in its entirety with the following. This is a no cost change item.
    - 1. If this Work is not substantially complete within a work period of 150 calendar days the Contractor will be charged \$5,000 per calendar day for each day thereafter. No winter suspension of penalties for failure to complete within the work period with the exception of sidewalk and pavement striping and grass growth.
  - ii. Remove paragraph 4.05.B.2 in its entirety.

**Attachments:**

- 0 Change Order 6 Unit Price Schedule dated 5/12/2016
- 0 Drawing Sheets C-020-4, C-020-7, C-020-10A and C-020-14 (Floodwall corrections at contract interface)
- 0 Contractor Change Proposal Dated 5/3/2016 (Floodwall Corrections at Contract Interface)
- 0 City of Fargo Time Extension Request Memorandum Dated 4/12/2016 (Incentives/Disincentives Modifications)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  <b>16,184,905.85</b>	Original Contract Times: Interim Milestone A: <u>November 30, 2015</u> Substantial Completion: <u>October 1, 2016</u> Ready for Final Payment: <u>June 15, 2017</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> thru <u>04</u> :  <b>342,025.34</b>	[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> : Interim Milestone A: <u>30 days</u> Substantial Completion: <u>30 days</u> Ready for Final Payment: <u>30 days</u>
Contract Price prior to this Change Order:  <b>16,526,931.19</b>	Contract Times prior to this Change Order: Interim Milestone A: <u>December 30, 2015</u> Substantial Completion: <u>October 31, 2016</u> Ready for Final Payment: <u>July 15, 2017</u>
[Increase] [Decrease] of this Change Order:  <b>89,243.21</b>	[Increase] [Decrease] of this Change Order:  <p style="text-align: right;">N/A</p>
Contract Price incorporating this Change Order:  <b>16,616,174.40</b>	Contract Times with all approved Change Orders: Interim Milestone A: <u>December 30, 2015</u> Substantial Completion: <u>October 31, 2016</u> Ready for Final Payment: <u>July 15, 2017</u>

RECOMMENDED: By: _____ Owner's Representative <small>(Authorized Signature)</small> Name: <u>Tyler Smith, P.E.</u> Title: <u>Construction Manager</u> Date: _____	ACCEPTED: By: _____ Owner <small>(Authorized Signature)</small> Name: <u>Darrell Vanyo</u> Title: <u>Chairman</u> Date: _____	ACCEPTED: By: _____ Contractor <small>(Authorized Signature)</small> Name: <u>David Goulet</u> Title: <u>Project Manager</u> Date: _____
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**WP-42F.1S**  
**2nd Street/Downtown Area - In-Town Levees**

Change Order 6 Unit Price Schedule  
 DATE: 5/12/2016



WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 05)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0001	Remove Sanitary Manhole	EA	15	2,000.00	\$ 30,000.00			\$ -	15	2,000.00	\$ 30,000.00
0002	Remove Sanitary Lift Station	LS	1	23,000.00	\$ 23,000.00			\$ -	1	23,000.00	\$ 23,000.00
0003	Remove 10x10 Clay Filled Regulator Pit	EA	1	16,000.00	\$ 16,000.00			\$ -	1	16,000.00	\$ 16,000.00
0004	Remove 12x10 Sanitary Junction Vault	EA	1	14,000.00	\$ 14,000.00			\$ -	1	14,000.00	\$ 14,000.00
0005	F&I Sanitary Manhole 4' Dia Reinf Conc	EA	12	5,800.00	\$ 69,600.00			\$ -	12	5,800.00	\$ 69,600.00
0006	F&I Sanitary Manhole w/Ext Drop 4' Dia Reinf Conc	EA	3	7,100.00	\$ 21,300.00			\$ -	3	7,100.00	\$ 21,300.00
0007	F&I Sanitary Manhole SS-1	EA	1	27,000.00	\$ 27,000.00			\$ -	1	27,000.00	\$ 27,000.00
0008	F&I Sanitary Manhole SS-8	EA	1	18,000.00	\$ 18,000.00			\$ -	1	18,000.00	\$ 18,000.00
0009	F&I Sanitary Manhole Type E Reinf Conc	EA	3	25,500.00	\$ 76,500.00			\$ -	3	25,500.00	\$ 76,500.00
0010	F&I 2-Way Cleanout	EA	1	3,000.00	\$ 3,000.00			\$ -	1	3,000.00	\$ 3,000.00
0011	F&I Casting - Floating Manhole	EA	1	1,800.00	\$ 1,800.00			\$ -	1	1,800.00	\$ 1,800.00
0012	Connect Sanitary Pipe to Exist Pipe	EA	1	2,500.00	\$ 2,500.00			\$ -	1	2,500.00	\$ 2,500.00
0013	F&I Insulation 2" Thick	SY	425	20.00	\$ 8,500.00			\$ -	425	20.00	\$ 8,500.00
0014	F&I Sanitary Pipe Sch 40 - 4" Dia PVC	LF	21	200.00	\$ 4,200.00			\$ -	21	200.00	\$ 4,200.00
0015	F&I Sanitary Pipe SDR 26 - 6" Dia PVC	LF	42	120.00	\$ 5,040.00			\$ -	42	120.00	\$ 5,040.00
0016	F&I Sanitary Pipe SDR 26 - 12" Dia PVC	LF	185	206.00	\$ 38,110.00			\$ -	185	206.00	\$ 38,110.00
0017	F&I Sanitary Pipe SDR 26 - 18" Dia PVC	LF	157	180.00	\$ 28,260.00			\$ -	157	180.00	\$ 28,260.00
0018	F&I Sanitary Pipe SDR 26 - 36" Dia PVC	LF	38	350.00	\$ 13,300.00			\$ -	38	350.00	\$ 13,300.00
0019	F&I Sanitary Pipe w/GB Sch 40 - 4" Dia PVC	LF	38	275.00	\$ 10,450.00			\$ -	38	275.00	\$ 10,450.00
0020	F&I Sanitary Pipe w/GB SDR 26 - 6" Dia PVC	LF	82	261.00	\$ 21,402.00			\$ -	82	261.00	\$ 21,402.00
0021	F&I Sanitary Pipe w/GB SDR 26 - 12" Dia PVC	LF	865	470.00	\$ 406,550.00			\$ -	865	470.00	\$ 406,550.00



WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 05)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0022	F&I Sanitary Pipe w/GB SDR 35 - 12" Dia PVC	LF	49	300.00	\$ 14,700.00			\$ -	49	300.00	\$ 14,700.00
0023	F&I Sanitary Pipe w/GB SDR 26 - 15" Dia PVC	LF	95	290.00	\$ 27,550.00			\$ -	95	290.00	\$ 27,550.00
0024	F&I Sanitary Pipe w/GB SDR 35 - 15" Dia PVC	LF	6	415.00	\$ 2,490.00			\$ -	6	415.00	\$ 2,490.00
0025	F&I Sanitary Pipe w/GB SDR 26 - 18" Dia PVC	LF	529	420.00	\$ 222,180.00			\$ -	529	420.00	\$ 222,180.00
0026	F&I Sanitary Pipe w/GB SDR 26 - 36" Dia PVC	LF	30	810.00	\$ 24,300.00			\$ -	30	810.00	\$ 24,300.00
0027	F&I DI Fittings-Sanitary Force Main	LB	11965	7.00	\$ 83,755.00			\$ -	11965	7.00	\$ 83,755.00
0028	F&I Sanitary Valve 8" Dia-Plug Valve	EA	1	4,300.00	\$ 4,300.00			\$ -	1	4,300.00	\$ 4,300.00
0029	F&I Sanitary Valve 16" Dia-Plug Valve	EA	1	9,000.00	\$ 9,000.00			\$ -	1	9,000.00	\$ 9,000.00
0030	F&I Sanitary Valve 24" Dia-Plug Valve	EA	1	27,000.00	\$ 27,000.00			\$ -	1	27,000.00	\$ 27,000.00
0031	F&I Sanitary Valve 30" Dia-Plug Valve	EA	1	41,000.00	\$ 41,000.00			\$ -	1	41,000.00	\$ 41,000.00
0032	F&I Pipe w/GB Class 53-8" Dia DIP (Protecto 401)	LF	10	355.00	\$ 3,550.00			\$ -	10	355.00	\$ 3,550.00
0033	F&I Sanitary Pipe w/GB DR 25 - 16" Dia PVC	LF	310	330.00	\$ 102,300.00			\$ -	310	330.00	\$ 102,300.00
0034	F&I Sanitary Pipe w/GB DR 25 - 24" Dia PVC	LF	125	500.00	\$ 62,500.00			\$ -	125	500.00	\$ 62,500.00
0035	F&I Sanitary Pipe w/GB DR 25 - 30" Dia PVC	LF	795	400.00	\$ 318,000.00			\$ -	795	400.00	\$ 318,000.00
0036	Remove Sanitary Pipe All Sizes All Types	LF	2249	\$ 15.00	\$ 33,735.00			\$ -	2249	\$ 15.00	\$ 33,735.00
0037	Plug Sanitary Pipe 10" Diameter	EA	3	\$ 1,150.00	\$ 3,450.00			\$ -	3	\$ 1,150.00	\$ 3,450.00
0038	Plug Sanitary Pipe 12" Diameter	EA	6	\$ 1,270.00	\$ 7,620.00			\$ -	6	\$ 1,270.00	\$ 7,620.00
0039	Plug Sanitary Pipe 16" Diameter	EA	1	\$ 1,465.00	\$ 1,465.00			\$ -	1	\$ 1,465.00	\$ 1,465.00
0040	Plug Sanitary Pipe 18" Diameter	EA	3	\$ 1,660.00	\$ 4,980.00			\$ -	3	\$ 1,660.00	\$ 4,980.00
0041	Abandon Sanitary Manhole	EA	1	\$ 2,000.00	\$ 2,000.00			\$ -	1	\$ 2,000.00	\$ 2,000.00
0042	F&I Emergency Overflow Manhole Equipment	LS	1	\$ 15,200.00	\$ 15,200.00			\$ -	1	\$ 15,200.00	\$ 15,200.00
0043	F&I 5" Hydrant	EA	5	\$ 4,600.00	\$ 23,000.00			\$ -	5	\$ 4,600.00	\$ 23,000.00
0044	Remove Hydrant	EA	4	\$ 1,000.00	\$ 4,000.00			\$ -	4	\$ 1,000.00	\$ 4,000.00
0045	F&I Insulation 4" Thick	SY	10	\$ 72.00	\$ 720.00			\$ -	10	\$ 72.00	\$ 720.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 05)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0046	Connect Water Service	EA	2	\$ 900.00	\$ 1,800.00			\$ -	2	\$ 900.00	\$ 1,800.00
0047	F&I Watermain Pipe C900 DR 18 - 4" Dia PVC	LF	21	\$ 70.00	\$ 1,470.00			\$ -	21	\$ 70.00	\$ 1,470.00
0048	F&I Watermain Pipe C900 DR 18 - 6" Dia PVC	LF	95	\$ 55.00	\$ 5,225.00			\$ -	95	\$ 55.00	\$ 5,225.00
0049	F&I Watermain Pipe C900 DR 18 - 8" Dia PVC	LF	193	\$ 44.00	\$ 8,492.00			\$ -	193	\$ 44.00	\$ 8,492.00
0050	F&I Watermain Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	22	\$ 183.00	\$ 4,026.00			\$ -	22	\$ 183.00	\$ 4,026.00
0051	F&I Watermain Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	333	\$ 185.00	\$ 61,605.00			\$ -	333	\$ 185.00	\$ 61,605.00
0052	F&I Gate Valve 4" Dia	EA	1	\$ 1,350.00	\$ 1,350.00			\$ -	1	\$ 1,350.00	\$ 1,350.00
0053	F&I Gate Valve 6" Dia	EA	10	\$ 1,750.00	\$ 17,500.00			\$ -	10	\$ 1,750.00	\$ 17,500.00
0054	F&I Gate Valve 8" Dia	EA	1	\$ 2,370.00	\$ 2,370.00			\$ -	1	\$ 2,370.00	\$ 2,370.00
0055	F&I Watermain Pipe 1" Dia Copper	LF	39	\$ 75.00	\$ 2,925.00			\$ -	39	\$ 75.00	\$ 2,925.00
0056	F&I Watermain Pipe w/GB 1" Dia Copper	LF	84	\$ 180.00	\$ 15,120.00			\$ -	84	\$ 180.00	\$ 15,120.00
0057	Remove Watermain Pipe All Sizes All Types	LF	1765	\$ 17.00	\$ 30,005.00			\$ -	1765	\$ 17.00	\$ 30,005.00
0058	Temporary Water Service (Howard Johnson Hotel)	LS	1	\$ 28,000.00	\$ 28,000.00			\$ -	1	\$ 28,000.00	\$ 28,000.00
0059	Plug Watermain Pipe 6" Dia	EA	4	\$ 900.00	\$ 3,600.00			\$ -	4	\$ 900.00	\$ 3,600.00
0060	F&I Watermain Fittings Ductile Iron	LBS	6550	\$ 8.51	\$ 55,740.50			\$ -	6550	\$ 8.51	\$ 55,740.50
0061	F&I Storm Manhole 4' Dia Reinf Conc	EA	5	\$ 2,675.00	\$ 13,375.00			\$ -	5	\$ 2,675.00	\$ 13,375.00
0062	F&I Storm Manhole 7' Dia Reinf Conc	EA	3	\$ 15,300.00	\$ 45,900.00			\$ -	3	\$ 15,300.00	\$ 45,900.00
0063	F&I Storm Manhole 8.1	EA	1	\$ 22,000.00	\$ 22,000.00			\$ -	1	\$ 22,000.00	\$ 22,000.00
0064	F&I Storm Manhole 8' Dia Reinf Conc	EA	3	\$ 16,700.00	\$ 50,100.00			\$ -	3	\$ 16,700.00	\$ 50,100.00
0065	F&I Storm Manhole Type E Reinf Conc	EA	8	\$ 54,000.00	\$ 432,000.00			\$ -	8	\$ 54,000.00	\$ 432,000.00
0066	F&I Storm Manhole ST-2 Special Manhole	EA	1	\$ 2,465.00	\$ 2,465.00			\$ -	1	\$ 2,465.00	\$ 2,465.00
0067	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	4	\$ 2,365.00	\$ 9,460.00			\$ -	4	\$ 2,365.00	\$ 9,460.00
0068	F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	1	\$ 4,000.00	\$ 4,000.00			\$ -	1	\$ 4,000.00	\$ 4,000.00
0069	Raise Storm Sewer Structure	EA	2	\$ 3,530.00	\$ 7,060.00			\$ -	2	\$ 3,530.00	\$ 7,060.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 05)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0070	F&I Inlet - Single Box (SBI) Reinf Conc	EA	9	\$ 2,000.00	\$ 18,000.00			\$ -	9	\$ 2,000.00	\$ 18,000.00
0071	F&I Inlet - Triple Box Reinf Conc	EA	2	\$ 5,900.00	\$ 11,800.00			\$ -	2	\$ 5,900.00	\$ 11,800.00
0072	F&I Inlet - Bridge Drain	EA	1	\$ 5,500.00	\$ 5,500.00			\$ -	1	\$ 5,500.00	\$ 5,500.00
0073	F&I Storm Manhole Type E Crossing Chamber	EA	1	\$ 11,000.00	\$ 11,000.00			\$ -	1	\$ 11,000.00	\$ 11,000.00
0074	Connect Storm Pipe to Exist Structure	EA	2	\$ 17,000.00	\$ 34,000.00			\$ -	2	\$ 17,000.00	\$ 34,000.00
0075	Connect Storm Pipe to Exist Pipe	EA	1	\$ 4,000.00	\$ 4,000.00			\$ -	1	\$ 4,000.00	\$ 4,000.00
0076	Remove Storm Manhole	EA	8	\$ 900.00	\$ 7,200.00			\$ -	8	\$ 900.00	\$ 7,200.00
0077	Remove Storm Inlet	EA	22	\$ 1,200.00	\$ 26,400.00			\$ -	22	\$ 1,200.00	\$ 26,400.00
0078	Remove Existing Storm Lift Station	LS	1	\$ 48,000.00	\$ 48,000.00			\$ -	1	\$ 48,000.00	\$ 48,000.00
0079	Riprap (Outlet)	CY	695	\$ 180.00	\$ 125,100.00			\$ -	695	\$ 180.00	\$ 125,100.00
0080	Remove Storm Pipe All Sizes All Types	LF	2283	\$ 17.00	\$ 38,811.00			\$ -	2283	\$ 17.00	\$ 38,811.00
0081	F&I Flared End Section 12" Dia Corr Steel	EA	1	\$ 272.00	\$ 272.00			\$ -	1	\$ 272.00	\$ 272.00
0082	Box Culvert End Section with Grate	EA	1	\$ 160,000.00	\$ 160,000.00			\$ -	1	\$ 160,000.00	\$ 160,000.00
0083	Plug Storm Pipe 4" thru 12" Dia	EA	2	\$ 1,600.00	\$ 3,200.00			\$ -	2	\$ 1,600.00	\$ 3,200.00
0084	Plug Storm Pipe 14" thru 24" Dia	EA	1	\$ 1,980.00	\$ 1,980.00			\$ -	1	\$ 1,980.00	\$ 1,980.00
0085	Plug Storm Pipe 42" thru 54" Dia	EA	2	\$ 3,000.00	\$ 6,000.00			\$ -	2	\$ 3,000.00	\$ 6,000.00
0086	F&I Storm Pipe 12" Dia Reinf Conc	LF	25	\$ 64.00	\$ 1,600.00			\$ -	25	\$ 64.00	\$ 1,600.00
0087	F&I Storm Pipe 15" Dia Reinf Conc	LF	49	\$ 64.00	\$ 3,136.00			\$ -	49	\$ 64.00	\$ 3,136.00
0088	F&I Storm Pipe 18" Dia Reinf Conc	LF	182	\$ 66.00	\$ 12,012.00			\$ -	182	\$ 66.00	\$ 12,012.00
0089	F&I Storm Pipe 24" Dia Reinf Conc	LF	70	\$ 77.00	\$ 5,390.00			\$ -	70	\$ 77.00	\$ 5,390.00
0090	F&I Storm Pipe 48" Dia Reinf Conc	LF	47	\$ 177.00	\$ 8,319.00			\$ -	47	\$ 177.00	\$ 8,319.00
0091	F&I Storm Pipe 54" Dia Reinf Conc	LF	22	\$ 222.00	\$ 4,884.00			\$ -	22	\$ 222.00	\$ 4,884.00
0092	F&I Storm Box Culvert 6'x6' Wide Reinf Conc Cast In Place	LF	100	\$ 2,400.00	\$ 240,000.00			\$ -	100	\$ 2,400.00	\$ 240,000.00
0093	F&I Storm Pipe 12" Dia PVC	LF	223	\$ 60.00	\$ 13,380.00			\$ -	223	\$ 60.00	\$ 13,380.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 05)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0094	F&I Storm Pipe w/GB 12" Dia Reinf Conc	LF	42	\$ 190.00	\$ 7,980.00			\$ -	42	\$ 190.00	\$ 7,980.00
0095	F&I Storm Pipe w/GB 15" Dia Reinf Conc	LF	123	\$ 190.00	\$ 23,370.00			\$ -	123	\$ 190.00	\$ 23,370.00
0096	F&I Storm Pipe w/GB 18" Dia Reinf Conc	LF	167	\$ 192.00	\$ 32,064.00			\$ -	167	\$ 192.00	\$ 32,064.00
0097	F&I Storm Pipe w/GB 24" Dia Reinf Conc	LF	424	\$ 204.00	\$ 86,496.00			\$ -	424	\$ 204.00	\$ 86,496.00
0098	F&I Storm Pipe w/GB 48" Dia Reinf Conc	LF	155	\$ 575.00	\$ 89,125.00			\$ -	155	\$ 575.00	\$ 89,125.00
0099	F&I Storm Pipe w/GB 54" Dia Reinf Conc	LF	598	\$ 710.00	\$ 424,580.00			\$ -	598	\$ 710.00	\$ 424,580.00
0100	F&I Storm Pipe w/GB 60" Dia Reinf Conc	LF	10	\$ 785.00	\$ 7,850.00			\$ -	10	\$ 785.00	\$ 7,850.00
0101	F&I Storm Box Culvert w/GB 6'x6' Wide Reinf Conc Precast	LF	658	\$ 1,440.00	\$ 947,520.00			\$ -	658	\$ 1,440.00	\$ 947,520.00
0102	Remove Pavement All Thicknesses All Types	SY	24159	\$ 5.00	\$ 120,795.00			\$ -	24159	\$ 5.00	\$ 120,795.00
0103	Remove Sidewalk All Thicknesses All Types	SY	5375	\$ 4.00	\$ 21,500.00			\$ -	5375	\$ 4.00	\$ 21,500.00
0104	Excavation (Roadway)	CY	906	\$ 4.00	\$ 3,624.00			\$ -	906	\$ 4.00	\$ 3,624.00
0105	Fill - Import (Roadway)	CY	3910	\$ 15.00	\$ 58,650.00			\$ -	3910	\$ 15.00	\$ 58,650.00
0106	Subgrade Preparation	SY	12740	\$ 0.70	\$ 8,918.00			\$ -	12740	\$ 0.70	\$ 8,918.00
0107	F&I Woven Geotextile	SY	12740	\$ 2.00	\$ 25,480.00			\$ -	12740	\$ 2.00	\$ 25,480.00
0108	F&I Class 5 Agg - 6" Thick	SY	2521	\$ 10.00	\$ 25,210.00			\$ -	2521	\$ 10.00	\$ 25,210.00
0109	F&I Class 5 Agg - 8" Thick	SY	1593	\$ 11.00	\$ 17,523.00			\$ -	1593	\$ 11.00	\$ 17,523.00
0110	F&I Class 5 Agg - 12" Thick	SY	8626	\$ 14.00	\$ 120,764.00			\$ -	8626	\$ 14.00	\$ 120,764.00
0111	F&I Edge Drain 4" Dia PVC	LF	3571	\$ 11.00	\$ 39,281.00			\$ -	3571	\$ 11.00	\$ 39,281.00
0112	F&I Curb & Gutter Standard (Type II)	LF	3888	\$ 36.00	\$ 139,968.00			\$ -	3888	\$ 36.00	\$ 139,968.00
0113	Remove Curb & Gutter	LF	4528	\$ 5.00	\$ 22,640.00			\$ -	4528	\$ 5.00	\$ 22,640.00
0114	F&I Pavement 9" Thick Doweled Conc	SY	7490	\$ 98.00	\$ 734,020.00			\$ -	7490	\$ 98.00	\$ 734,020.00
0115	F&I Crushed Conc - 6" Thick	SY	1063	\$ 12.00	\$ 12,756.00			\$ -	1063	\$ 12.00	\$ 12,756.00
0116	F&I Aggregate for Asph Pavement FAA 43	TON	1386	\$ 83.00	\$ 115,038.00			\$ -	1386	\$ 83.00	\$ 115,038.00
0117	F&I Asphalt Cement PG 58-28	GAL	11644	\$ 2.50	\$ 29,110.00			\$ -	11644	\$ 2.50	\$ 29,110.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 05)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0118	F&I Asphalt Cement PG 58-34	GAL	8296	\$ 3.00	\$ 24,888.00			\$ -	8296	\$ 3.00	\$ 24,888.00
0119	F&I Median Nose - Conc	SY	23	\$ 112.00	\$ 2,576.00			\$ -	23	\$ 112.00	\$ 2,576.00
0120	F&I Sidewalk 4" Thick Reinf Conc	SY	3260	\$ 73.00	\$ 237,980.00			\$ -	3260	\$ 73.00	\$ 237,980.00
0121	F&I Sidewalk 6" Thick Reinf Conc	SY	2765	\$ 85.00	\$ 235,025.00			\$ -	2765	\$ 85.00	\$ 235,025.00
0122	Temp Construction Entrance	EA	4	\$ 3,500.00	\$ 14,000.00			\$ -	4	\$ 3,500.00	\$ 14,000.00
0123	F&I Impressed 4" Thick Reinf Conc	SY	659	\$ 230.00	\$ 151,570.00			\$ -	659	\$ 230.00	\$ 151,570.00
0124	F&I Driveway 6" Thick Reinf Conc	SY	197	\$ 85.00	\$ 16,745.00			\$ -	197	\$ 85.00	\$ 16,745.00
0125	F&I Det Warn Panels Cast Iron	SF	316	\$ 62.00	\$ 19,592.00			\$ -	316	\$ 62.00	\$ 19,592.00
0126	F&I Sign Assembly	EA	26	\$ 260.00	\$ 6,760.00			\$ -	26	\$ 260.00	\$ 6,760.00
0127	F&I Engineering Grade	SF	47	\$ 32.00	\$ 1,491.20			\$ -	47	\$ 32.00	\$ 1,491.20
0128	F&I Diamond Grade Cubed	SF	39	\$ 80.00	\$ 3,136.00			\$ -	39	\$ 80.00	\$ 3,136.00
0129	F&I High Intensity Prismatic	SF	49	\$ 74.00	\$ 3,648.20			\$ -	49	\$ 74.00	\$ 3,648.20
0130	F&I Flexible Delineator	EA	24	\$ 80.00	\$ 1,920.00			\$ -	24	\$ 80.00	\$ 1,920.00
0131	F&I Grooved Plastic Film Message	SF	352	\$ 31.50	\$ 11,088.00			\$ -	352	\$ 31.50	\$ 11,088.00
0132	F&I Grooved Plastic Film 4" Wide	LF	5737	\$ 5.20	\$ 29,832.40			\$ -	5737	\$ 5.20	\$ 29,832.40
0133	F&I Grooved Plastic Film 8" Wide	LF	1219	\$ 10.40	\$ 12,677.60			\$ -	1219	\$ 10.40	\$ 12,677.60
0134	F&I Grooved Contrast Film 7" Wide	LF	744	\$ 9.40	\$ 6,993.60			\$ -	744	\$ 9.40	\$ 6,993.60
0135	Paint Epoxy Line 4" Wide	LF	786	\$ 8.40	\$ 6,602.40			\$ -	786	\$ 8.40	\$ 6,602.40
0136	F&I Methacrylate 6" Wide	LF	1040	\$ 21.00	\$ 21,840.00			\$ -	1040	\$ 21.00	\$ 21,840.00
0137	F&I Methacrylate 16" Wide	LF	264	\$ 36.00	\$ 9,504.00			\$ -	264	\$ 36.00	\$ 9,504.00
0138	F&I Methacrylate 24" Wide	LF	56	\$ 53.00	\$ 2,968.00			\$ -	56	\$ 53.00	\$ 2,968.00
0139	Traffic Control - Type 2	LS	1	\$ 175,000.00	\$ 175,000.00			\$ -	1	\$ 175,000.00	\$ 175,000.00
0140	Obliterate Pavement Markings	SF	18	\$ 8.40	\$ 151.20			\$ -	18	\$ 8.40	\$ 151.20
0141	4" Special Concrete 1	SY	318	\$ 152.00	\$ 48,336.00			\$ -	318	\$ 152.00	\$ 48,336.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 05)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0142	4" Special Concrete 3	SY	48	\$ 265.00	\$ 12,720.00			\$ -	48	\$ 265.00	\$ 12,720.00
0143	6" Special Concrete 1	SY	536	\$ 165.00	\$ 88,440.00			\$ -	536	\$ 165.00	\$ 88,440.00
0144	6" Special Concrete 2	SY	172	\$ 265.00	\$ 45,580.00			\$ -	172	\$ 265.00	\$ 45,580.00
0145	Sloped Planter Edge	LF	309	\$ 132.00	\$ 40,788.00			\$ -	309	\$ 132.00	\$ 40,788.00
0146	Rolled Planter Edge	LF	198	\$ 130.00	\$ 25,740.00			\$ -	198	\$ 130.00	\$ 25,740.00
0147	Mobilization	LS	1	\$ 744,700.00	\$ 744,700.00			\$ -	1	\$ 744,700.00	\$ 744,700.00
0148	Temp Fence - Safety	LF	1929	\$ 6.00	\$ 11,574.00			\$ -	1929	\$ 6.00	\$ 11,574.00
0149	F&I Chain Link Fence	LF	1124	\$ 16.00	\$ 17,984.00			\$ -	1124	\$ 16.00	\$ 17,984.00
0150	F&I Construction Entrance Gate	EA	4	\$ 600.00	\$ 2,400.00			\$ -	4	\$ 600.00	\$ 2,400.00
0151	Temp Pumping	LS	1	\$ 90,000.00	\$ 90,000.00			\$ -	1	\$ 90,000.00	\$ 90,000.00
0152	Clear & Grub	LS	1	\$ 5,000.00	\$ 5,000.00			\$ -	1	\$ 5,000.00	\$ 5,000.00
0153	Remove Tree	EA	113	\$ 360.00	\$ 40,680.00			\$ -	113	\$ 360.00	\$ 40,680.00
0154	Silt Fence - Standard	LF	1368	\$ 2.70	\$ 3,693.60			\$ -	1368	\$ 2.70	\$ 3,693.60
0155	Floating Silt Fence	LF	149	\$ 27.00	\$ 4,023.00			\$ -	149	\$ 27.00	\$ 4,023.00
0156	Sediment Control Log 10" to 15" Dia	LF	1748	\$ 3.50	\$ 6,118.00			\$ -	1748	\$ 3.50	\$ 6,118.00
0157	Inlet Protection - New Inlet	EA	17	\$ 270.00	\$ 4,590.00			\$ -	17	\$ 270.00	\$ 4,590.00
0158	Inlet Protection - Existing Inlet	EA	16	\$ 160.00	\$ 2,560.00			\$ -	16	\$ 160.00	\$ 2,560.00
0159	Install Tree Grate	EA	4	\$ 2,625.00	\$ 10,500.00			\$ -	4	\$ 2,625.00	\$ 10,500.00
0160	Structural Soil Including Drain Tile	LS	1	\$ 25,000.00	\$ 25,000.00			\$ -	1	\$ 25,000.00	\$ 25,000.00
0161	Topsoil Import - Special Including Drain Tile	LS	1	\$ 22,000.00	\$ 22,000.00			\$ -	1	\$ 22,000.00	\$ 22,000.00
0162	Gateway Monument	EA	2	\$ 28,000.00	\$ 56,000.00			\$ -	2	\$ 28,000.00	\$ 56,000.00
0163	15' Cast Stone Bench	EA	3	\$ 9,000.00	\$ 27,000.00			\$ -	3	\$ 9,000.00	\$ 27,000.00
0164	30' Cast Stone Bench	EA	2	\$ 15,000.00	\$ 30,000.00			\$ -	2	\$ 15,000.00	\$ 30,000.00
0165	Street Lighting	LS	1	\$ 150,000.00	\$ 150,000.00			\$ -	1	\$ 150,000.00	\$ 150,000.00

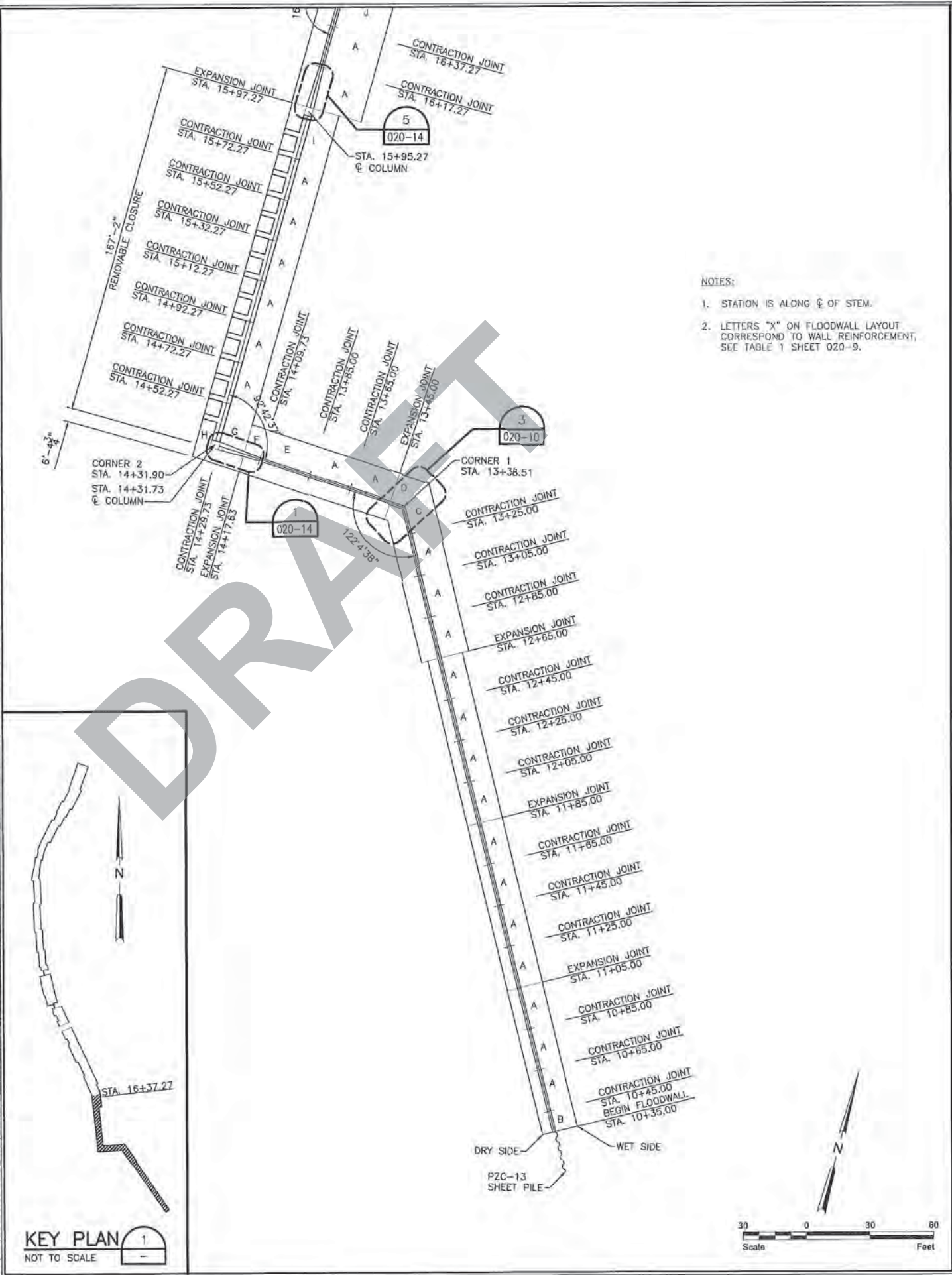
WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 05)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0166	Plaza Lighting	LS	1	\$ 9,000.00	\$ 9,000.00			\$ -	1	\$ 9,000.00	\$ 9,000.00
0167	Remove Fence with Brick Columns (Includes Case Plaza Sign)	LS	1	\$ 5,000.00	\$ 5,000.00			\$ -	1	\$ 5,000.00	\$ 5,000.00
0168	Remove and Salvage City of Fargo Sign/Remove Landscaping	LS	1	\$ 2,000.00	\$ 2,000.00			\$ -	1	\$ 2,000.00	\$ 2,000.00
0169	Remove Outfall Including Adjacent Concrete Structures	EA	2	\$ 21,000.00	\$ 42,000.00			\$ -	2	\$ 21,000.00	\$ 42,000.00
0170	Remove Crosswalk Pavement Markings and Signal from NP Avenue	LS	1	\$ 2,000.00	\$ 2,000.00			\$ -	1	\$ 2,000.00	\$ 2,000.00
0171	Remove and Salvage Parking Lot Concrete Stops	EA	120	\$ 60.00	\$ 7,200.00			\$ -	120	\$ 60.00	\$ 7,200.00
0172	Remove Landscaped Area (Howard Johnson Hotel)	LS	1	\$ 6,500.00	\$ 6,500.00			\$ -	1	\$ 6,500.00	\$ 6,500.00
0173	Remove Concrete Planter	EA	8	\$ 80.00	\$ 640.00			\$ -	8	\$ 80.00	\$ 640.00
0174	Remove Sidestreet Grill Sign	LS	1	\$ 4,000.00	\$ 4,000.00			\$ -	1	\$ 4,000.00	\$ 4,000.00
0175	Remove Building (Parking Lot Attendant Building)	LS	1	\$ 5,000.00	\$ 5,000.00			\$ -	1	\$ 5,000.00	\$ 5,000.00
0176	Remove and Salvage Traffic Signal Equipment - System "A" (2ND ST/4TH AVE N)	LS	1	\$ 6,000.00	\$ 6,000.00			\$ -	1	\$ 6,000.00	\$ 6,000.00
0177	Traffic Signal System "A" (2 ST / 1 AVE N)	LS	1	\$ 260,000.00	\$ 260,000.00			\$ -	1	\$ 260,000.00	\$ 260,000.00
0178	Traffic Signal System "B" (3 ST / 1 AVE N)	LS	1	\$ 235,000.00	\$ 235,000.00			\$ -	1	\$ 235,000.00	\$ 235,000.00
0179	Modify Traffic Signal System "C" (2 ST / NP AVE)	LS	1	\$ 105,000.00	\$ 105,000.00			\$ -	1	\$ 105,000.00	\$ 105,000.00
0180	Modify Traffic Signal System "D" (4 ST / 2 AVE N)	LS	1	\$ 36,000.00	\$ 36,000.00			\$ -	1	\$ 36,000.00	\$ 36,000.00
0181	Modify Traffic Signal System "E" (4 ST / 3 AVE N)	LS	1	\$ 26,000.00	\$ 26,000.00			\$ -	1	\$ 26,000.00	\$ 26,000.00
0182	Modify Traffic Signal System "F" (4 ST / 4 AVE N)	LS	1	\$ 38,000.00	\$ 38,000.00			\$ -	1	\$ 38,000.00	\$ 38,000.00
0183	Class 1 Overlay	SY	25	\$ 600.00	\$ 15,000.00			\$ -	25	\$ 600.00	\$ 15,000.00
0184	Bridge Concrete Removal	LS	1	\$ 45,000.00	\$ 45,000.00			\$ -	1	\$ 45,000.00	\$ 45,000.00
0185	Jersey Barrier Formed or Slipformed	LF	42	\$ 230.00	\$ 9,660.00			\$ -	42	\$ 230.00	\$ 9,660.00
0186	Bridge Curb	LF	20	\$ 65.00	\$ 1,300.00			\$ -	20	\$ 65.00	\$ 1,300.00
0187	Class AAE-3 Concrete	CY	54	\$ 1,500.00	\$ 81,000.00			\$ -	54	\$ 1,500.00	\$ 81,000.00
0188	Compression Seal	LF	180	\$ 65.00	\$ 11,700.00			\$ -	180	\$ 65.00	\$ 11,700.00
0189	Structural Steel	LS	1	\$ 75,000.00	\$ 75,000.00			\$ -	1	\$ 75,000.00	\$ 75,000.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 05)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0190	Remove Foundation (Case Plaza and Mid America Steel, Inc.)	LS	1	\$ 40,000.00	\$ 40,000.00			\$ -	1	\$ 40,000.00	\$ 40,000.00
0191	F&I Sheet Piling - Steel	SF	470	\$ 60.00	\$ 28,200.00			\$ -	470	\$ 60.00	\$ 28,200.00
0192	Topsoil - Strip	CY	4085	\$ 2.00	\$ 8,170.00			\$ -	4085	\$ 2.00	\$ 8,170.00
0193	Topsoil - Spread	CY	2690	\$ 2.00	\$ 5,380.00			\$ -	2690	\$ 2.00	\$ 5,380.00
0194	Embankment	CY	3210	\$ 4.00	\$ 12,840.00			\$ -	3210	\$ 4.00	\$ 12,840.00
0195	Fill - Haul	CY	8370	\$ 8.00	\$ 66,960.00			\$ -	8370	\$ 8.00	\$ 66,960.00
0196	Inspection Trench	CY	175	\$ 12.00	\$ 2,100.00			\$ -	175	\$ 12.00	\$ 2,100.00
0197	Subcut	CY	500	\$ 15.00	\$ 7,500.00			\$ -	500	\$ 15.00	\$ 7,500.00
0198	Excavation	CY	1815	\$ 9.00	\$ 16,335.00			\$ -	1815	\$ 9.00	\$ 16,335.00
0199	Removal of Contaminated Soil	CY	4220	\$ 155.00	\$ 654,100.00			\$ -	4220	\$ 155.00	\$ 654,100.00
0200	Removal of Highly Contaminated Soil	CY	200	\$ 160.00	\$ 32,000.00			\$ -	200	\$ 160.00	\$ 32,000.00
0201	Mulching Type 1 - Hydro	SY	19700	\$ 0.42	\$ 8,274.00			\$ -	19700	\$ 0.42	\$ 8,274.00
0202	Seeding Type B	SY	19700	\$ 0.42	\$ 8,274.00			\$ -	19700	\$ 0.42	\$ 8,274.00
0203	Overseeding	SY	19700	\$ 0.11	\$ 2,167.00			\$ -	19700	\$ 0.11	\$ 2,167.00
0204	Weed Control Type B	SY	19700	\$ 0.07	\$ 1,379.00			\$ -	19700	\$ 0.07	\$ 1,379.00
0205	Removable Floodwall	SF	1475	\$ 110.00	\$ 162,250.00			\$ -	1475	\$ 110.00	\$ 162,250.00
0206	F&I Floodwall Reinf Bars - Steel	LB	484642	\$ 1.15	\$ 557,338.30	12123	\$ 1.15	\$ 13,941.45	496765	\$ 1.15	\$ 571,279.75
0207	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	209152	\$ 1.30	\$ 271,897.60	8481	\$ 1.30	\$ 11,025.30	217633	\$ 1.30	\$ 282,922.90
0208	F&I Floodwall - Structural Conc	CY	3780	\$ 888.00	\$ 3,356,640.00	67.37	\$ 67.37	\$ 59,824.56	3847.37	\$ 888.00	\$ 3,416,464.56
0209	Not Used				\$ -			\$ -			\$ -
0210	Diesel Generator	LS	1	\$ 410,000.00	\$ 410,000.00			\$ -	1	\$ 410,000.00	\$ 410,000.00
0211	Generator Foundation Pad	LS	1	\$ 40,000.00	\$ 40,000.00			\$ -	1	\$ 40,000.00	\$ 40,000.00
0212	Misc. (fence, etc.)	LS	1	\$ 25,000.00	\$ 25,000.00			\$ -	1	\$ 25,000.00	\$ 25,000.00
0213	Health and Safety	LS	1	\$ 20,000.00	\$ 20,000.00			\$ -	1	\$ 20,000.00	\$ 20,000.00

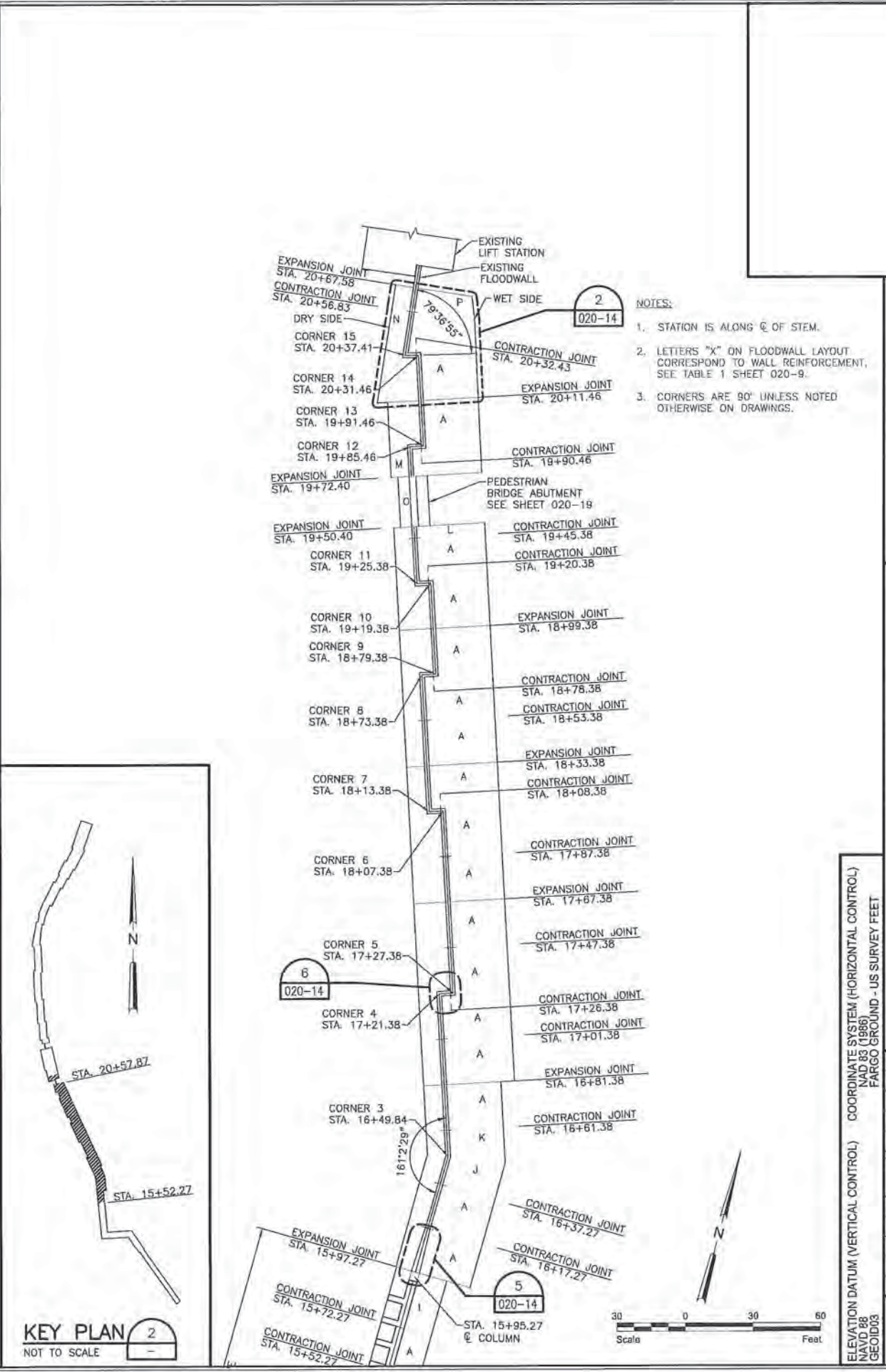


WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 05)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0214	Incentive	LS	1	\$ 150,000.00	\$ 150,000.00			\$ -	1	\$ 150,000.00	\$ 150,000.00
0215	Small Utility Work-Around	LS	1	\$ 169,490.20	\$ 169,490.20			\$ -	1	\$ 169,490.20	\$ 169,490.20
0216	Traffic Control Revisions and Concrete Barriers for Xcel Lines	LS	1	\$ 13,225.02	\$ 13,225.02			\$ -	1	\$ 13,225.02	\$ 13,225.02
0217	F&I Watermain Pipe C900 DR 18 - 10" Dia PVC	LF	792	\$ 52.50	\$ 41,580.00			\$ -	792	\$ 52.50	\$ 41,580.00
0218	F&I Watermain Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	682	\$ 204.20	\$ 139,264.40			\$ -	682	\$ 204.20	\$ 139,264.40
0219	F&I Gate Valve 10" Dia.	EA	4	\$ 4,041.50	\$ 16,166.00			\$ -	4	\$ 4,041.50	\$ 16,166.00
0220	Paint Traffic Signal Poles	EA	9	\$ 4,235.00	\$ 38,115.00			\$ -	9	\$ 4,235.00	\$ 38,115.00
0221	Bridge Lighting	LS	1	\$ 1,815.00	\$ 1,815.00			\$ -	1	\$ 1,815.00	\$ 1,815.00
0222	Excavated Concrete Disposal	LS	1	\$ 1,443.46	\$ 1,443.46			\$ -	1	\$ 1,443.46	\$ 1,443.46
0223	Winter Traffic Control	LS	1	\$ 3,727.50	\$ 3,727.50			\$ -	1	\$ 3,727.50	\$ 3,727.50
0224	Pump Station Concrete Grading	LS	1	\$ 20,068.90	\$ 20,068.90	1	\$ -	\$ -	1	\$ 20,068.90	\$ 20,068.90
0225	Bridge Abutment Seal	LS	1	\$ 8,108.33	\$ 8,108.33	1	\$ -	\$ -	1	\$ 8,108.33	\$ 8,108.33
0226	Bridge Abutment Concrete Disposal	LS	1	\$ 4,256.28	\$ 4,256.28	1	\$ -	\$ -	1	\$ 4,256.28	\$ 4,256.28
0227	Additional H-Piling	LS	1	\$ 6,587.50	\$ 6,587.50	1	\$ -	\$ -	1	\$ 6,587.50	\$ 6,587.50
0228	Traffic Signal modifications	LS	1	\$ 29,722.00	\$ 29,722.00	1	\$ -	\$ -	1	\$ 29,722.00	\$ 29,722.00
0229	Additional Forming-Step Footing	LS	1	\$ -	\$ -	1	\$ 1,608.52	\$ 1,608.52	1	\$ 1,608.52	\$ 1,608.52
0230	Wall Cap for Abutment	LS	1	\$ -	\$ -	1	\$ 2,843.38	\$ 2,843.38	1	\$ 2,843.38	\$ 2,843.38
<b>WP-42F.1S - TOTAL AMOUNT</b>			<b>CURRENT BUDGET</b>		<b>\$ 16,526,931.19</b>	<b>NET CHANGE</b>		<b>\$ 89,243.21</b>	<b>NEW BUDGET</b>		<b>\$ 16,616,174.40</b>

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- NOTES:
1. STATION IS ALONG  $\phi$  OF STEM.
  2. LETTERS "X" ON FLOODWALL LAYOUT CORRESPOND TO WALL REINFORCEMENT, SEE TABLE 1 SHEET 020-9.



- NOTES:
1. STATION IS ALONG  $\phi$  OF STEM.
  2. LETTERS "X" ON FLOODWALL LAYOUT CORRESPOND TO WALL REINFORCEMENT, SEE TABLE 1 SHEET 020-9.
  3. CORNERS ARE 90° UNLESS NOTED OTHERWISE ON DRAWINGS.



2ND STREET/DOWNTOWN - IN-TOWN LEVEES  
 2ND STREET N FLOODWALL  
 RED RIVER OF THE NORTH RIVER BASIN  
 FARGO-MOORHEAD FLOOD RISK MANAGEMENT  
 CASS COUNTY, NORTH DAKOTA  
 FLOODWALL LAYOUT

ELEVATION DATUM (VERTICAL CONTROL) COORDINATE SYSTEM (HORIZONTAL CONTROL)  
 NAVD 88 NAD 83 (1986) FARGO GROUND - US SURVEY FEET  
 GEOID03

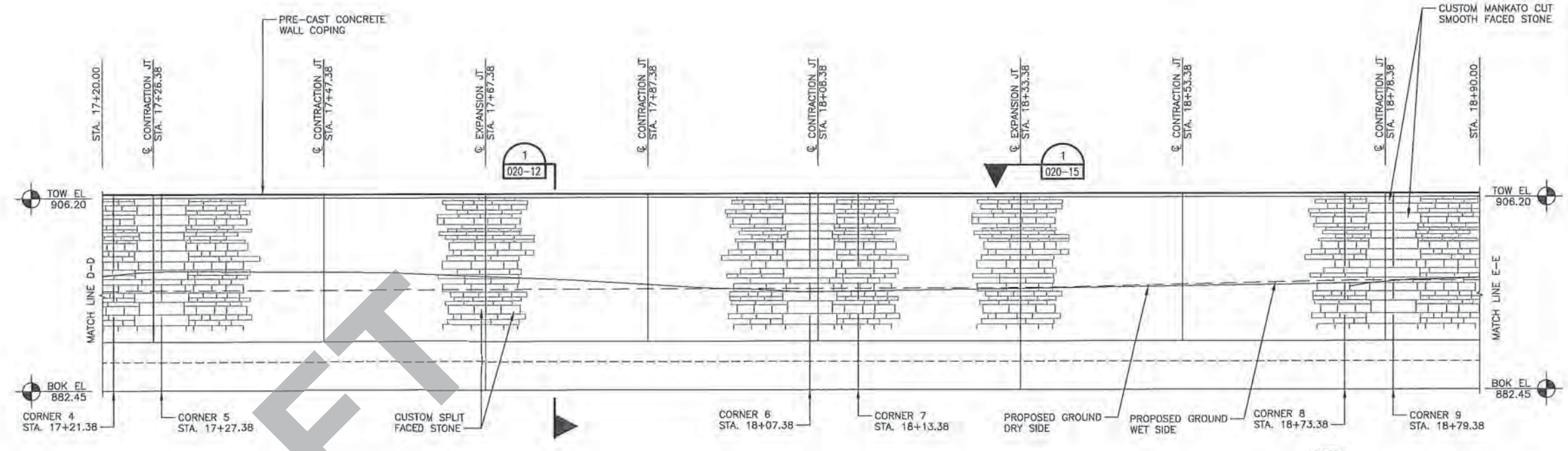
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DRAWN BY:	JER
CHECKED BY:	JLM
PROJ. MANAGER:	CGT
PROJ. ENGINEER:	

**C-020-4**



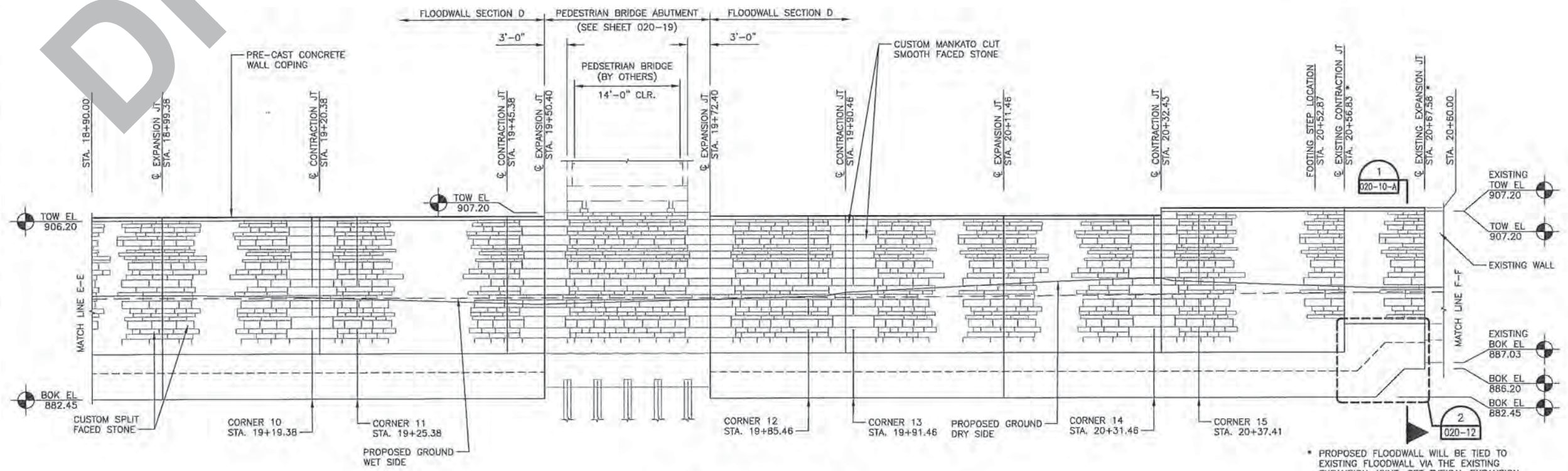
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DRAFT



**WALL PANEL ELEVATION**  
FLOODWALL; LOOKING AT WET SIDE

- NOTE:**
- PLACE EXPANSION JOINTS AT 80'-0" MAX., OR AS INDICATED. CONTRACTION JOINTS PLACED AS SHOWN.
  - SEE WALL PLAN AND PROFILE GRADING SHEETS FOR FINAL GRADING ALONG WALL.
  - SEE SHEET 020-13 FOR CUSTOM FORMLINER DETAILS.
- TOW: TOP OF WALL  
BOK: BOTTOM OF KEY  
TOSP: TOP OF SHEET PILE



**WALL PANEL ELEVATION**  
FLOODWALL; LOOKING AT WET SIDE

\* PROPOSED FLOODWALL WILL BE TIED TO EXISTING FLOODWALL VIA THE EXISTING EXPANSION JOINT. SEE TYPICAL EXPANSION JOINT DETAILS SHEET C-020-15.



2ND STREET/DOWNTOWN - IN-TOWN LEVEES  
2ND STREET N FLOODWALL  
RED RIVER OF THE NORTH RIVER BASIN  
FARGO-MOORHEAD FLOOD RISK MANAGEMENT  
CASS COUNTY, NORTH DAKOTA  
FLOODWALL ELEVATIONS

ELEVATION DATUM (VERTICAL CONTROL) COORDINATE SYSTEM (HORIZONTAL CONTROL)  
NAVD 88 GEOID03  
NAD 83 (1986)  
FARGO GROUND - US SURVEY FEET

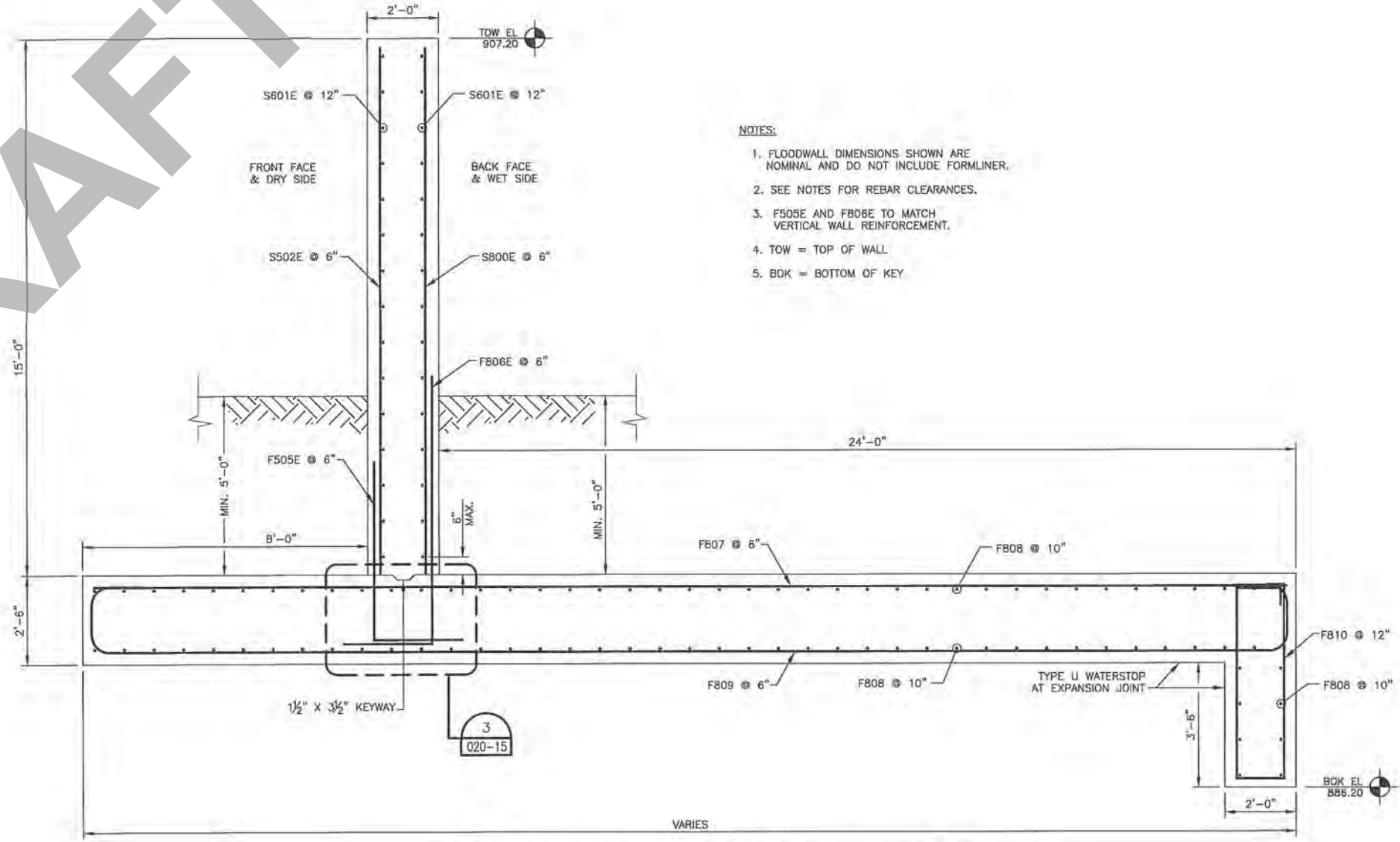
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DRAWN BY:	JER
CHECKED BY:	JLM
PROJ. MANAGER:	CGT
PROJ. ENGINEER:	

**C-020-7**



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DRAFT



- NOTES:**
1. FLOODWALL DIMENSIONS SHOWN ARE NOMINAL AND DO NOT INCLUDE FORMLINER.
  2. SEE NOTES FOR REBAR CLEARANCES.
  3. F505E AND F806E TO MATCH VERTICAL WALL REINFORCEMENT.
  4. TOW = TOP OF WALL
  5. BOK = BOTTOM OF KEY

**WALL REINFORCEMENT SECTION E**  
 NOT TO SCALE: (STA. 20+56.83 TO STA. 20+67.58)

ELEVATION DATUM (VERTICAL CONTROL) COORDINATE SYSTEM (HORIZONTAL CONTROL)  
 NAVD 88 NAD 83 (1986)  
 FARGO GROUND - US SURVEY FEET

2ND STREET/DOWNTOWN - IN-TOWN LEVEES  
 2ND STREET N FLOODWALL  
 RED RIVER OF THE NORTH RIVER BASIN  
 FARGO-MOORHEAD FLOOD RISK MANAGEMENT  
 CASS COUNTY, NORTH DAKOTA  
 FLOODWALL DETAILS

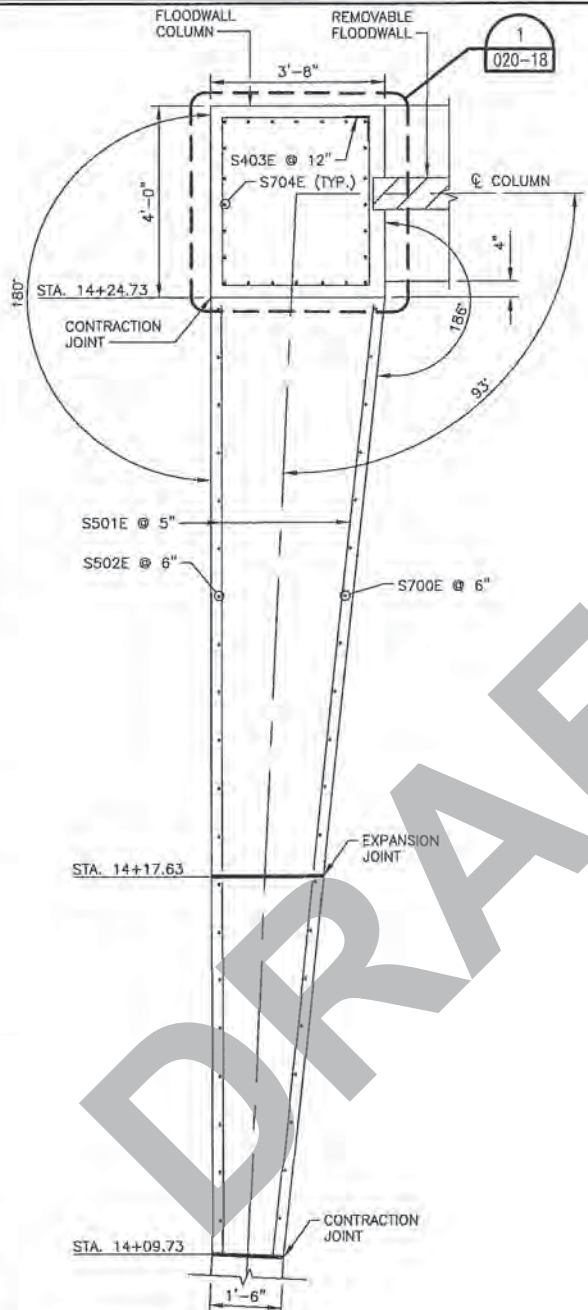
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CHECKED BY:	JLM
PROJ. MANAGER:	CGT
PROJ. ENGINEER:	

C-020-10-A

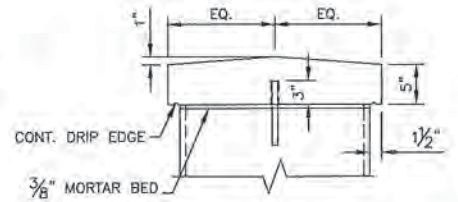




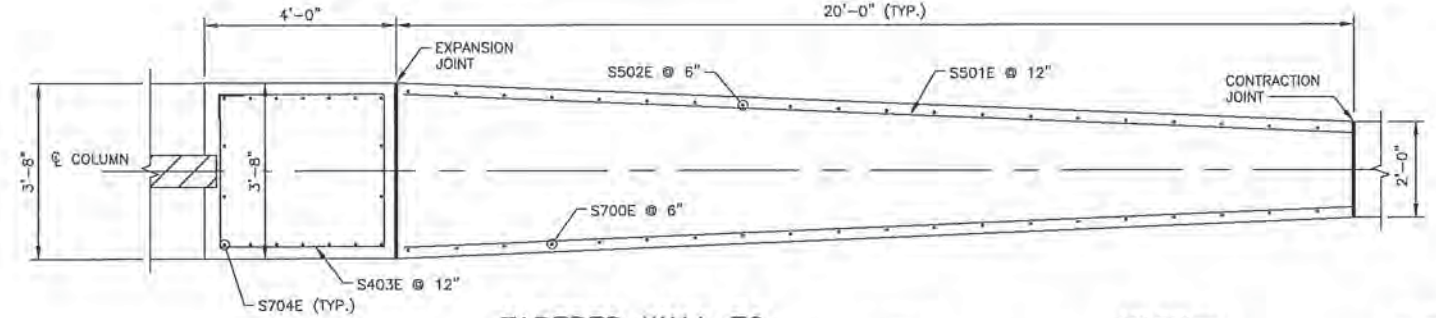
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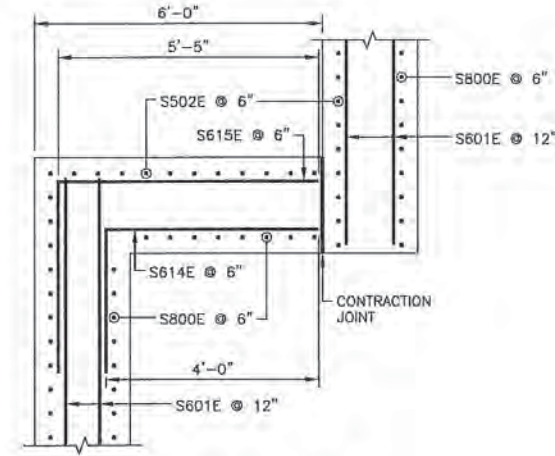
**TAPERED WALL TO COLUMN TRANSITION A**  
NOT TO SCALE



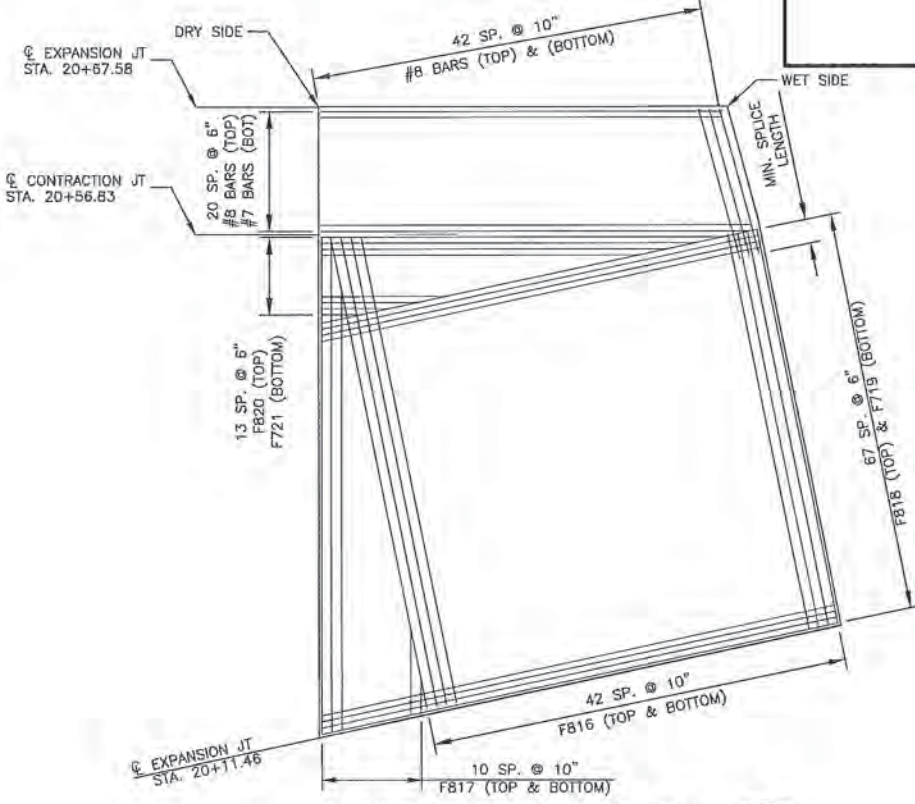
**PRECAST CONCRETE WALL COPING DETAIL**  
NOT TO SCALE



**TAPERED WALL TO COLUMN TRANSITION B**  
NOT TO SCALE

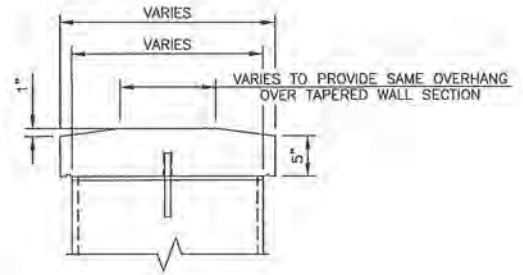


**TYPICAL WALL STEM CORNER DETAIL**  
NOT TO SCALE



**FOOTING REINFORCEMENT**  
NOT TO SCALE: (STA. 20+11.46 TO STA. 20+67.58)

- NOTES:**
1. WALL COPING REINFORCEMENT SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS.
  2. WALL COPING SHALL BE NOTCHED AT CORNER 14 TO ACCOUNT FOR DIFFERENCE IN WALL HEIGHT. NOTCH SHALL BE INCLUDED IN SHOP DRAWINGS.



**PRECAST CONCRETE WALL COPING AT WALL TAPER**  
NOT TO SCALE

SPICES AND DEVELOPMENT LENGTHS					
WALLS AND SLABS					
BAR SIZE	LENGTHS OF LAPPED SPICES FOR REINF. (INCHES)		LENGTH OF END ANCHORAGE FOR DEVELOPMENT OF REINFORCEMENT (INCHES)		
	TOP BARS*	OTHERS	TOP BARS*	OTHERS	90° HOOKS
3	23	18	18	14	6
4	31	24	24	18	8
5	38	30	30	23	10
6	46	36	36	27	12
7	67	52	52	40	14
8	76	59	59	45	15
9	85	66	66	51	18
10	97	75	75	58	21
11	108	83	83	64	23

\* TOP BARS ARE HORIZONTAL BARS SO PLACED THAT MORE THAN 12" OF CONCRETE IS CAST IN THE MEMBER BELOW THE BAR. HORIZONTAL BARS IN WALLS NEED NOT BE PROVIDED WITH LAP LENGTHS AS REQUIRED FOR TOP BARS.

LAPPED SPICE SHALL NOT BE MADE AT POINTS OF MAXIMUM STRESS AS DETERMINED BY THE ENGINEER.

**SPICE AND DEVELOPMENT LENGTHS**  
NOT TO SCALE

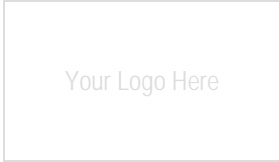
**HMG**  
HOUSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEVEES  
2ND STREET N FLOODWALL  
RED RIVER OF THE NORTH RIVER BASIN  
FARGO-MOORHEAD FLOOD RISK MANAGEMENT  
CASS COUNTY, NORTH DAKOTA  
FLOODWALL DETAILS

ELEVATION DATUM (VERTICAL CONTROL) COORDINATE SYSTEM (HORIZONTAL CONTROL)  
NAVD 88 GEOID03 NAD 83 (1986) FARGO GROUND - US SURVEY FEET

DATE: 6-12-15  
REVISED: 11-10-15  
REVISED: 4-14-16  
RECORD:  
FILE NAME:  
PROJECT No. WP-42F.1.S  
DRAWN BY: JER  
CHECKED BY: JLM  
PROJ. MANAGER: CGT  
PROJ. ENGINEER:

**C-020-14**



# CHANGE ORDER REQUEST

Industrial Builders, Inc.  
15274- - 2nd Street Floodwall and Road Relocation

DATE: 5/03/2016

PCO#: 9

**To:** Tyler Smith  
CH2M Hill Engineer's Inc  
657 2nd Ave N  
Fargo, ND 58105-5405

**Phone:** 701-566-5470

**Fax:**

**Email:** tyler.smith@ch2m.com

**CC:**

**From:** David Goulet  
Industrial Builders, Inc.  
PO Box 406  
Fargo, ND 58107-0406

**Phone:** 701-356-9827

**Fax:**

**Email:** dgoulet@industrialbuilders.com

- PCO: Additional Footing and Wall
- 
- Proposed Scope of Work: This change order covers the additional 1' of floodwall height, the missing floodwall and footing to connect to the pump station, and the wall cap on top of the abutment wall as indicated in the cast stone submittal.

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
1 : Additional Concrete	Initiated		1.000	L S	89243.21	\$89,243.21

Items can be added to the appropriate bid item as listed on the following sheet.

Submitted By:

Approved By:

David Goulet 5/03/2016  
Date

Tyler Smith Date  
CH2M Hill Engineer's Inc

## Traffic Control Order Detail

Additional 1' Concrete

- Station 20+57.87 to Station 20+32.43 25.44 LF X 1' High x 2' wide  
= 50.88 / 27

**1.88 CY Floodwall**

- Epoxy Rebar Splice Detail on C-020-14  
 #8 Rebar 6" OC, Wet Side at splice height: 50 EA x 5.91' x 2.67 lbs/LF  
 #5 Rebar 6" OC, Dry Side at splice height: 50 EA x 3.5' x 1.04 lbs/LF

Total LBS  
789  
182  
**971 LBS Epoxy**

Splice Bars - Epoxy

See attached Sheet Qty

**4,828 LBS Epoxy**

Step Footing to existing PS wall- (Detail 2 Sheet C-020-12)

42.2ft^2 x 35' = 1477 ft^3 / 27 =

**54.7 CY Floodwall**

Black Rebar (See attached Sheet)

**12,122.53 LBS Black**

Forming (Attached Sheet)

**\$1,608.52**

Additional Wall Detail

Station 20+67.58 to Station 20+57.87= 9.71 LF of added wall

9.71 LF X 2' Wide X 15' High = 291.3 / 27 = 10.79 CY

**10.79 CY Floodwall**

Epoxy Rebar (See attached Sheet)

**2682 LBS Epoxy**

Wall Caps for Bridge Abutment

See attached quote sheet Add tax 7.5%, plus 15% mark up

**\$ 2,843.38**

### TOTALS

Description	Bid Item	ADD QTY	Units	Bid Price	TOTAL COST
F&I Reinforcing Bar - Steel	206	12123	LBS	\$ 1.15	\$ 13,941.45
F&I Reinforcing Bar - Epoxy	207	8481	LBS	\$ 1.30	\$ 11,025.30
Floodwall Concrete	208	67.37	CY	\$ 888.00	\$ 59,824.56
Additional Forming-Step Footing	NA	1	LS	\$ 1,608.52	\$ 1,608.52
Wall Cap for Abutment	NA	1	LS	\$ 2,843.38	\$ 2,843.38
<b>TOTAL CONCRETE:</b>					<b>\$ 89,243.21</b>



Missing Splice Rebar



**REINFORCING BAR SHOP LIST**

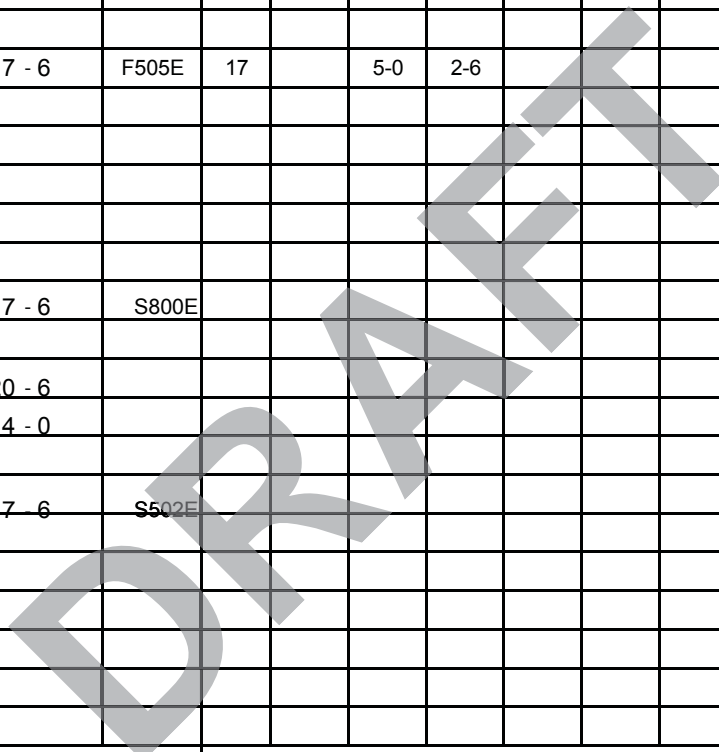
	PRELIM.		
1	PURCHASING	4/21	
	WEIGHT		
	FABRICATION		
	DUPLICATE		
	SHIPPING		
	RECORDS		

JOB 2ND ST FLOOD CONTROL	DRAWN BY AJM	Date 4/21/16	ORDER # 15159.03A
LOCATION FARGO, ND	REVISED	Erection Sheet No	SHEET # R11
CUSTOMER INDUSTRIAL BUILDERS	THIS SHEET COVERS ADDED EPOXY WALL BAR		

**BENT BARS**

Material Conforms with the Manual of Standard Practice (ACI-318-77) by the American Concrete Institute

Line #	No Bun	Qty	Size	Length	Mark	Type	A	B	C	D	E	F	G	H	J	K	L	M	N	O	R	Shape	Remarks	
1		20	8	10 - 0	F806E	17		7-6	2-6														L	
2																								
3		20	5	7 - 6	F505E	17		5-0	2-6														L	
4																								
5																								
6																								
7																								
8	<b>STRAIGHT BARS</b>																							
9		20	8	17 - 6	S800E																			
10																								
11		36	6	20 - 6																				
12		288	6	4 - 0																				
13																								
14		20	5	17 - 6	S502E																			
15																								
16																								
17																								
18																								
19																								
20																								



**NOTES:**  
All bars are deformed unless noted in the Remark Column. Dimensions omitted are zero. All dimensions are out to out.

**NON STANDARD BEND DETAILS**

**CERTS REQ'D**

GRADE 60 U.N.O.

WEIGHT THIS SHEET: 4.828 lbs



Step Footing - Black Rebar



1	Weight	3/31	
1	Fab.		
1	Dup.		
1	Shipping		
1	Records		

Job	<b>2ND ST. FLOOD CONTROL</b>	Drawn By	<b>AJM</b>	Date	<b>3/31/16</b>	Order No.	<b>15159.03</b>
Location	<b>FARGO, ND</b>	Revised		Erection Sheet No.	<b>ER5</b>	Sheet No.	<b>R14</b>
Customer	<b>INDUSTRIAL BUILDERS</b>	This Sheet Covers	<b>STEP TO EXISTING @ STA. 20+57.87</b>				

Material Conforms with the Manual of Standard Practice (ACI-318-77) by the American Concrete Institute.

Line #	No. Bun	Qty.	Size	Length	Mark	Type	A	B	C	D	E	F	G	H	J	K	O	R	Shape	
1		22	#8	45'-10"	F809B	S6	1'-4"	1'-10"	39'-6"	1'-10"			1'-4"							
2		80	#5	12'-1"	Z501	3b		4'-9"	5'-3"	2'-1"				3'-9"		3'-8"	10'-6"			
3		80	#5	7'-2"	U501	2	0'-10"	5'-6"					0'-10"							
4		44	#5	6'-4"	ST500	26		1'-2"	1'-6"	1'-0"	1'-6"	1'-2"								
5		46	#8	39'-6"	F807B	0		39'-6"												
6		98	#8	10'-3"	F808J	0		10'-3"												

ALL DIMENSIONS ARE OUT TO OUT

CERTS REQ'D

GRADE 60 U.O.N

TOTAL WEIGHT = 12122.53 LBS

Missing 9' Wall Epoxy



**REINFORCING BAR SHOP LIST**

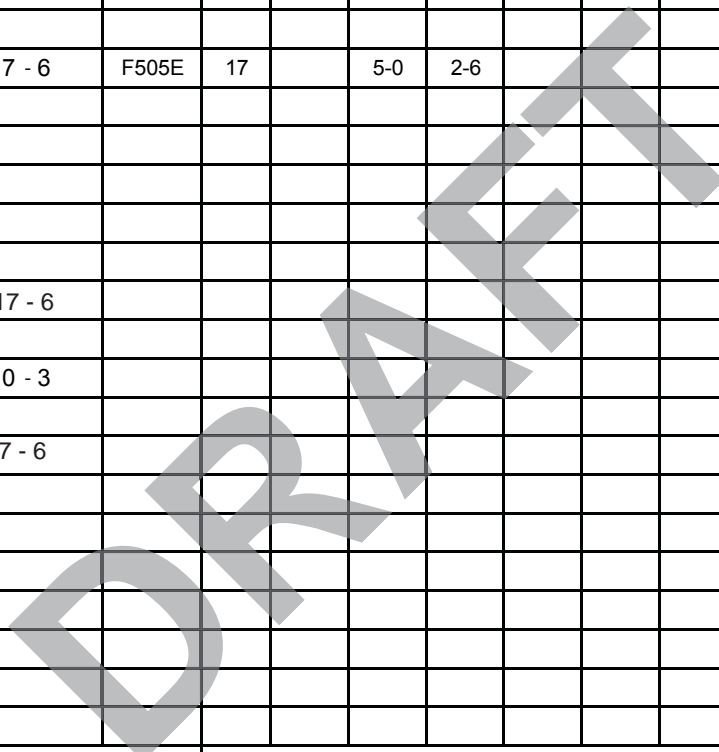
	PRELIM.		
1	PURCHASING		
	WEIGHT		
	FABRICATION		
	DUPLICATE		
	SHIPPING		
	RECORDS		

JOB 2ND ST FLOOD CONTROL	DRAWN BY	AJM	Date	4/12/16	ORDER #	<b>15159.03A</b>
LOCATION FARGO, ND	REVISED	Erection Sheet No		SHEET #	<b>R10</b>	
CUSTOMER INDUSTRIAL BUILDERS	THIS SHEET COVERS					ADDED EPOXY WALL BAR

**BENT BARS**

Material Conforms with the Manual of Standard Practice (ACI-318-77) by the American Concrete Institute

Line #	No Bun	Qty	Size	Length	Mark	Type	A	B	C	D	E	F	G	H	J	K	L	M	N	O	R	Shape	Remarks	
1		22	8	10 - 0	F806E	17		7-6	2-6														L	
2																								
3		22	5	7 - 6	F505E	17		5-0	2-6														L	
4																								
5																								
6																								
7																								
8	<b>STRAIGHT BARS</b>																							
9		22	8	17 - 6																				
10																								
11		32	6	10 - 3																				
12																								
13		22	5	17 - 6																				
14																								
15																								
16																								
17																								
18																								
19																								
20																								



**NOTES:**  
 All bars are deformed unless noted in the Remark Column. Dimensions omitted are zero. All dimensions are out to out.  
  
 GRADE 60 U.N.O.

**NON STANDARD BEND DETAILS**

**CERTS REQ'D**

WEIGHT THIS SHEET: 2.682 lbs

### Step Footing Labor

<u>Labor for Installation and Removal of 3 Jersey Barriers</u>						
	Total				Total	
	Hours	Regular Hours	Overtime Hours (20%)			
1 Operators	4	82.2	3.2	97.35	0.8	\$ 340.92
1 Carpenters	4	69.5	3.2	87.15	0.8	\$ 292.12
1 Labors	4	55.95	3.2	70.55	0.8	\$ 235.48
					<b>Total:</b>	<b>\$ 868.52</b>
<u>Equipment Rental</u>						
	Qty	Units		Price	Total	
1 Rental Forms	1	LS		\$ 440.00	\$	<b>440.00</b>
1 Pick up / Delivery	2	EA		\$ 150.00	\$	<b>300.00</b>
					<b>Equipment Rental:</b>	<b>\$ 740.00</b>

<b>Total Change Order: \$</b>	<b>1,608.52</b>
-------------------------------	-----------------

DRAFT

# AMERICAN ARTSTONE

Architectural Precast/Cast Stone Manufacturer Since 1914

2025 North Broadway  
P.O. Box 425  
New Ulm, MN 56073  
Phone (507) 233-3700  
Fax (507) 354-7771  
www.American-Artstone.com



Date: 5/3/2016  
Project Description: 2nd Street Floodwall Estimator: Nick Meyer  
Project Location: Fargo, ND Section: 4720  
Contractor/Purchaser: Industrial Builders Bid Date: N/A  
Contact Person: David Bid Time: N/A  
Architect: HMG

### Terms & Conditions

CHANGE ORDER IS SUBJECT TO THE ORIGINAL TERMS AND CONDITIONS OF ARTSTONE'S PROPOSAL

#### ACCEPTANCE

In the event of an add to the original contract price, material will not be put into production until this change order is signed and is received by Artstone.

Pricing Breakdown	Cost
Materials	\$ 2,300.00
Shipping	N/A
Total	\$ 2,300.00

Price: \$ 2,300.00  
(Plus Tax)

Purchaser's Add/Deduct I.D.#	N/A
Artstone's Add/Deduct I.D.#	7601-1

#### SPECIAL CONDITIONS:

This price is for 22' of cap 3'-5-1/2" x 6". Pieces are to be shipped with original order.

Accepted: \_\_\_\_\_  
Purchaser (Company Name)

Authorized By: \_\_\_\_\_  
Nick Meyer

\_\_\_\_\_  
Signature of Office or Proprietor

\_\_\_\_\_  
Estimator  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please contact the Estimator listed at the top of this page with any questions.

**Technical Advisory Group Recommendation**

Meeting Date: 5/4/2016

**RECOMMENDATION FOR ACTION:**

The Technical Advisory Group have reviewed and recommend approval of the following Contract Action(s).

**SUMMARY OF CONTRACTING ACTION:**

The Owner’s Representative has reviewed and recommends the following Contract Action(s):

List description of Contract Action(s):

Description	Budget Estimate (\$)
<b>Industrial Builders, Inc.</b>	
<i>Change Order #1</i>	<b>\$65,000</b>
WP-42I.1, Mickelson Levee Extension – Scope and budget for additional asbestos containing material abatement.	

**Summary of Contracting History and Current Contract Action:**

BACKGROUND

Industrial Builders, Inc. (IBI) was the low responsive bidder for this publically bid project and the Metro Flood Diversion Authority (MFDA) board awarded the project to IBI on Feb 26, 2016. The Contract was signed and executed Mar 10, 2016, and field activities started May 3, 2016.

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	\$0.00	\$659,910.00	N/A	10-Mar-16	15-Oct-16	Contract Award recommended to lowest responsive bidder, IBI.
Change Order No. 1	\$65,000	\$659,910.00	\$724,910.00	10-Mar-16	15-Oct-16	Additional asbestos containing materials abatement.

DISCUSSION

Change Order No. 1 adds scope and cost to the home demolition work, increasing the project cost \$65,000.

- Additional Asbestos Abatement** – This added scope was previously authorized in WCD 001. Pre-Demolition Asbestos Containing Materials (ACM) sampling and testing provided by Techtron did not include destructive sampling because the homes were occupied. After the homes were vacated, CH2M requested that Terracon conduct additional destructive asbestos sampling of the homes to ensure all ACM was identified. Terracon found additional ACM that requires abatement prior to demolition. CH2M provided a change proposal request to the contractor. The Contractor provided a change proposal including a cost increase of \$69,972. No additional time was proposed as long as work could commence in a timely manner. The amount of \$65,000 was agreed to verbally on 4/29/2016 and documented in Work Change Directive 001. CH2M has reviewed this cost and finds it acceptable. There is no schedule impact associated with this change.

**ATTACHMENT(S):**

- 1. Draft Change Order No. 1

**Submitted by:**



John Glatzmaier, P.E.  
CH2M HILL  
Project Manager  
Metro Flood Diversion Project

May 4, 2016

Date

Keith Berndt, Cass County Administrator  
Concur: May 4, 2016 Non-Concur: \_\_\_\_\_

April Walker, Fargo City Engineer  
Concur: May 4, 2016 Non-Concur \_\_\_\_\_

Mark Bittner, Fargo Director of Engineering  
Concur: May 5, 2016 Non-Concur: \_\_\_\_\_

Jason Benson, Cass County Engineer  
Concur: May 4, 2016 Non-Concur \_\_\_\_\_

David Overbo, Clay County Engineer  
Concur: May 4, 2016 Non-Concur: \_\_\_\_\_

Robert Zimmerman, Moorhead City Engineer  
Concur: May 4, 2016 Non-Concur \_\_\_\_\_

Nathan Boerboom, Diversion Authority Project  
Manager  
Concur: May 4, 2016 Non-Concur: \_\_\_\_\_



Change Order No. 01

Date of Issuance: 5/12/2016 Effective Date: 5/12/2016  
 Owner: Metro Flood Diversion Authority Owner's Contract No.: \_\_\_\_\_  
 Owner's Representative: CH2M HILL Engineers, Inc. Owner's Representative Project No.: 479407  
 Contractor: Industrial Builders, Inc. Contractor's Project No.: \_\_\_\_\_  
 Engineer: Houston-Moore Group, LLC Work Package No.: WP-421.1  
 Project: Fargo-Moorhead Area Diversion Contract Name: Mickelson Levee Extension

The Contract is modified as follows upon execution of this Change Order:

**Description:**

1. ADDITIONAL ASBESTOS ABATEMENT
  - a. Add Bid Item 0075 Additional Asbestos Abatement as shown in attached Unit Price Schedule Dated 5/12/2016. No time extension is granted for this change.

**Attachments:**

- Change Order 1 Unit Price Schedule dated 5/12/16
- Work Change Directive 001 (April 29, 2016)

DRAFT

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>	
Original Contract Price:	<b>659,910.00</b>	Original Contract Times:	
		Substantial Completion:	<u>September 15, 2016</u>
		Ready for Final Payment:	<u>October 15, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders	<b>0.00</b>	[Increase] [Decrease] from previously approved Change Orders	
		Substantial Completion:	_____
		Ready for Final Payment:	_____
			days or dates
Contract Price prior to this Change Order:	<b>659,910.00</b>	Contract Times prior to this Change Order:	
		Substantial Completion:	<u>September 15, 2016</u>
		Ready for Final Payment:	<u>October 15, 2016</u>
[Increase] [ <del>Decrease</del> ] of this Change Order:	<b>65,000</b>	[Increase] [ <del>Decrease</del> ] of this Change Order:	
		Substantial Completion:	_____
		Ready for Final Payment:	_____
			days or dates
Contract Price incorporating this Change Order:	<b>724,910.00</b>	Contract Times with all approved Change Orders:	
		Substantial Completion:	<u>September 15, 2016</u> _____
		Ready for Final Payment:	<u>October 15, 2016</u> _____
			days or dates
RECOMMENDED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____
Owner's Representative (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Name: <u>Tyler Smith, P.E.</u>	Name: <u>Darrell Vanyo</u>	Name: <u>Aaron Maley</u>	
Title: <u>Construction Manager</u>	Title: <u>Chairman</u>	Title: <u>Project Manager</u>	
Date: _____	Date: _____	Date: _____	



**WP-421.1**  
**Mickelson Levee Extension**

Change Order 1 Unit Price Schedule  
 DATE: 5/12/2016



WP-421.1 - Mickelson Levee Extension											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0001	Remove Sanitary Manhole	EA	4.00	600.00	\$ 2,400.00				4.00	600.00	\$ 2,400.00
0002	Remove Sanitary Pipe All Sizes All Types	LF	668.00	22.00	\$ 14,696.00				668.00	22.00	\$ 14,696.00
0003	Eliminate Sanitary Sewer Service	EA	5.00	4,200.00	\$ 21,000.00				5.00	4,200.00	\$ 21,000.00
0004	Plug Sanitary Pipe 6" Diameter	EA	2.00	210.00	\$ 420.00				2.00	210.00	\$ 420.00
0005	F&I Sanitary Pipe SDR 26 - 12" Dia PVC	LF	407.00	98.00	\$ 39,886.00				407.00	98.00	\$ 39,886.00
0006	F&I Sanitary Pipe w/GB SDR 26 - 12" Dia PVC	LF	129.00	210.00	\$ 27,090.00				129.00	210.00	\$ 27,090.00
0007	F&I Sanitary Manhole 4' Dia Reinf Conc	EA	5.00	5,500.00	\$ 27,500.00				5.00	5,500.00	\$ 27,500.00
0008	Transfer Sewer Svc	EA	2.00	1,600.00	\$ 3,200.00				2.00	1,600.00	\$ 3,200.00
0009	F&I Eccentric Cone	EA	1.00	1,600.00	\$ 1,600.00				1.00	1,600.00	\$ 1,600.00
0010	Salvage Hydrant	EA	1.00	750.00	\$ 750.00				1.00	750.00	\$ 750.00
0011	Remove Water Main Pipe All Sizes All Types	LF	195.00	11.00	\$ 2,145.00				195.00	11.00	\$ 2,145.00
0012	Eliminate Water Service	EA	5.00	2,600.00	\$ 13,000.00				5.00	2,600.00	\$ 13,000.00
0013	Sleeve Water Main Pipe w/GB 8" Dia	LS	1.00	1,300.00	\$ 1,300.00				1.00	1,300.00	\$ 1,300.00
0014	Remove Storm Inlet	EA	4.00	650.00	\$ 2,600.00				4.00	650.00	\$ 2,600.00
0015	Remove Storm Manhole	EA	1.00	950.00	\$ 950.00				1.00	950.00	\$ 950.00
0016	Remove Storm Pipe All Sizes All Types	LF	359.00	16.00	\$ 5,744.00				359.00	16.00	\$ 5,744.00
0017	F&I Inlet - Single Box (SBI) Reinf Conc	EA	1.00	2,600.00	\$ 2,600.00				1.00	2,600.00	\$ 2,600.00
0018	F&I Inlet - Storm Manhole (MHI) 5' Dia Reinf Conc	EA	1.00	5,300.00	\$ 5,300.00				1.00	5,300.00	\$ 5,300.00
0019	Connect Storm Pipe to Exist Storm Pipe	EA	1.00	550.00	\$ 550.00				1.00	550.00	\$ 550.00
0020	F&I Storm Manhole 4' Dia Reinf Conc	EA	1.00	3,200.00	\$ 3,200.00				1.00	3,200.00	\$ 3,200.00
0021	F&I Inlet - Storm Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	3,000.00	\$ 3,000.00				1.00	3,000.00	\$ 3,000.00

WP-421.1 - Mickelson Levee Extension											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0022	F&I Storm Pipe 12" Dia Reinf Conc	LF	35.00	52.00	\$ 1,820.00				35.00	52.00	\$ 1,820.00
0023	F&I Storm Pipe w/GB 12" Dia Reinf Conc	LF	28.00	70.00	\$ 1,960.00				28.00	70.00	\$ 1,960.00
0024	F&I Storm Pipe w/GB 15" Dia Reinf Conc	LF	137.00	95.00	\$ 13,015.00				137.00	95.00	\$ 13,015.00
0025	Remove Pavement All Thicknesses All Types	SY	2,105.00	5.00	\$ 10,525.00				2,105.00	5.00	\$ 10,525.00
0026	Remove Sidewalk All Thicknesses All Types	SY	528.00	5.00	\$ 2,640.00				528.00	5.00	\$ 2,640.00
0027	Remove Driveway All Thicknesses All Types	SY	666.00	5.00	\$ 3,330.00				666.00	5.00	\$ 3,330.00
0028	Remove Curb & Gutter	LF	1,157.00	6.00	\$ 6,942.00				1,157.00	6.00	\$ 6,942.00
0029	Subgrade Preparation	SY	1,687.00	2.00	\$ 3,374.00				1,687.00	2.00	\$ 3,374.00
0030	F&I Woven Geotextile	SY	1,687.00	1.00	\$ 1,687.00				1,687.00	1.00	\$ 1,687.00
0031	F&I Class 5 Agg - 7" Thick	SY	1,687.00	7.00	\$ 11,809.00				1,687.00	7.00	\$ 11,809.00
0032	F&I Edge Drain 4" Dia PVC	LF	936.00	6.00	\$ 5,616.00				936.00	6.00	\$ 5,616.00
0033	F&I Curb & Gutter Standard (Type II)	LF	936.00	25.00	\$ 23,400.00				936.00	25.00	\$ 23,400.00
0034	F&I Sidewalk 4" Thick Reinf Conc	SY	226.00	65.00	\$ 14,690.00				226.00	65.00	\$ 14,690.00
0035	F&I Sidewalk 6" Thick Reinf Conc	SY	320.00	80.00	\$ 25,600.00				320.00	80.00	\$ 25,600.00
0036	F&I Driveway 6" Thick Reinf Conc	SY	132.00	80.00	\$ 10,560.00				132.00	80.00	\$ 10,560.00
0037	F&I Aggregate for Asph Pavement FAA 43	TON	517.00	68.00	\$ 35,156.00				517.00	68.00	\$ 35,156.00
0038	F&I Asphalt Cement PG 58-28	GAL	7,434.00	2.00	\$ 14,868.00				7,434.00	2.00	\$ 14,868.00
0039	F&I Casting - Std Manhole	EA	3.00	800.00	\$ 2,400.00				3.00	800.00	\$ 2,400.00
0040	F&I Casting - Inlet	EA	2.00	900.00	\$ 1,800.00				2.00	900.00	\$ 1,800.00
0041	GV Box to Grade - w/Conc	EA	1.00	400.00	\$ 400.00				1.00	400.00	\$ 400.00
0042	Traffic Control - Type 1	LS	1.00	2,000.00	\$ 2,000.00				1.00	2,000.00	\$ 2,000.00
0043	Temp Construction Entrance	EA	2.00	2,500.00	\$ 5,000.00				2.00	2,500.00	\$ 5,000.00
0044	Mobilization	LS	1.00	28,000.00	\$ 28,000.00				1.00	28,000.00	\$ 28,000.00
0045	Temp Fence - Safety	LF	353.00	3.00	\$ 1,059.00				353.00	3.00	\$ 1,059.00

WP-421.1 - Mickelson Levee Extension											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0046	Clear & Grub	LS	1.00	8,000.00	\$ 8,000.00				1.00	8,000.00	\$ 8,000.00
0047	Remove Tree	EA	2.00	700.00	\$ 1,400.00				2.00	700.00	\$ 1,400.00
0048	F&I Decid Tree 1.5" Dia	EA	129.00	300.00	\$ 38,700.00				129.00	300.00	\$ 38,700.00
0049	F&I Conif Tree 6' Height	EA	5.00	400.00	\$ 2,000.00				5.00	400.00	\$ 2,000.00
0050	Demolition	EA	4.00	4,000.00	\$ 16,000.00				4.00	4,000.00	\$ 16,000.00
0051	Remove Foundation All Types	EA	5.00	16,000.00	\$ 80,000.00				5.00	16,000.00	\$ 80,000.00
0052	Remove Landscaping	EA	5.00	500.00	\$ 2,500.00				5.00	500.00	\$ 2,500.00
0053	Remove Fence	LF	108.00	2.00	\$ 216.00				108.00	2.00	\$ 216.00
0054	Remove Sign Assembly	EA	2.00	100.00	\$ 200.00				2.00	100.00	\$ 200.00
0055	Relocate Sign Assembly	EA	1.00	200.00	\$ 200.00				1.00	200.00	\$ 200.00
0056	Relocate Street Light	EA	1.00	4,500.00	\$ 4,500.00				1.00	4,500.00	\$ 4,500.00
0057	Silt Fence - Standard	LF	1,070.00	2.00	\$ 2,140.00				1,070.00	2.00	\$ 2,140.00
0058	Sediment Control Log 10" to 15" Dia	LF	485.00	3.00	\$ 1,455.00				485.00	3.00	\$ 1,455.00
0059	Inlet Protection - New Inlet	EA	5.00	250.00	\$ 1,250.00				5.00	250.00	\$ 1,250.00
0060	Inlet Protection - Existing Inlet	EA	5.00	250.00	\$ 1,250.00				5.00	250.00	\$ 1,250.00
0061	Topsoil - Strip (6")	CY	1,370.00	1.50	\$ 2,055.00				1,370.00	1.50	\$ 2,055.00
0062	Topsoil - Spread (6")	CY	1,765.00	2.00	\$ 3,530.00				1,765.00	2.00	\$ 3,530.00
0063	Topsoil - Import	CY	395.00	5.00	\$ 1,975.00				395.00	5.00	\$ 1,975.00
0064	Fill - Haul	CY	100.00	14.00	\$ 1,400.00				100.00	14.00	\$ 1,400.00
0065	Fill - Import (Foundations)	CY	1,100.00	9.00	\$ 9,900.00				1,100.00	9.00	\$ 9,900.00
0066	Subcut	CY	100.00	5.00	\$ 500.00				100.00	5.00	\$ 500.00
0067	Embankment	CY	3,000.00	2.00	\$ 6,000.00				3,000.00	2.00	\$ 6,000.00
0068	Embankment Import	CY	5,280.00	9.00	\$ 47,520.00				5,280.00	9.00	\$ 47,520.00
0069	Inspection Trench	CY	1,700.00	3.00	\$ 5,100.00				1,700.00	3.00	\$ 5,100.00

WP-421.1 - Mickelson Levee Extension											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0070	Excavation	CY	3,000.00	1.00	\$ 3,000.00				3,000.00	1.00	\$ 3,000.00
0071	Mulching Type 1 - Hydro	SY	17,910.00	0.40	\$ 7,164.00				17,910.00	0.40	\$ 7,164.00
0072	Seeding Type B	SY	17,910.00	0.15	\$ 2,686.50				17,910.00	0.15	\$ 2,686.50
0073	Overseeding	SY	17,910.00	0.10	\$ 1,791.00				17,910.00	0.10	\$ 1,791.00
0074	Weed Control Type B	SY	17,910.00	0.05	\$ 895.50				17,910.00	0.05	\$ 895.50
0075	Additional Asbestos Abatement	LS	0.00	0.00	\$ -	1	\$ 65,000.00	\$ 65,000.00	1.00	65,000.00	\$ 65,000.00
<b>WP-42H.2 - TOTAL AMOUNT</b>			<b>CURRENT BUDGET</b>			<b>NET CHANGE</b>			<b>NEW BUDGET</b>		
			<b>\$ 659,910.00</b>			<b>\$ 65,000.00</b>			<b>\$ 724,910.00</b>		

DRAFT



WORK CHANGE DIRECTIVE

001

TO: Industrial Builders (Aaron Maley Project Manager) PROJECT NO.: WP-421.1

PROJECT: Mickelson Levee Extension

OWNER: Metro Flood Diversion Authority

ENGINEER: Houston Moore Group

OWNER'S REPRESENTATIVE: CH2M

**DESCRIPTION OF WORK:**

Additional Asbestos Containing Material – Abate additional asbestos containing material identified in the homes as presented in Change Proposal Request 001. This work change directive authorizes the work present in the Change Proposal dated 04/26/2016 for a cost of \$65,000 as verbally agreed to on April 29, 2016. The contract will be formally amended in an upcoming Change Order.

**REASON FOR CHANGE(S):**

Terracon conducted asbestos sampling of suspected asbestos containing material beyond what was included in the Pre-Demolition Regulated Materials Survey Final Report – Phase I prepared by Techtron Engineering. The Techtron Report was included as part of the bid documents. Terracon identified additional asbestos containing material beyond what was included in the Techtron report.

**ATTACHMENTS (List Supporting Documents):**

- Change Proposal Request 001 (04/20/2016)
- Contractor Change Proposal (04/26/2016)
- Contractor Backup Documentation

**DESIGN IMPACT (List Impacts):**

Is the described change outside of the design parameters?  Yes /  No

If yes, DOR and USACE signoff are required and documented below:

_____	_____	_____	_____
<i>[Name], P.E.</i>	<i>Date</i>	<i>[Name]</i>	<i>Date</i>
<i>Designer of Record</i>		<i>USACE PM</i>	

It is understood that this Work Change Directive will not change the Contract Price or Times, but is evidence that the parties expect a Change Order to be subsequently issued reflecting the changes.

Recommended by:

Ordered by:

**CH2M**

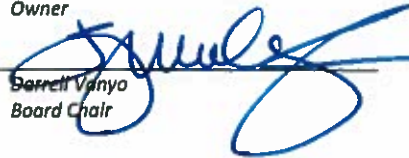
**Metro Flood Diversion Authority**

Owner's Representative

Owner



4/29/16



4/29/16

Tyler Smith, P.E.  
Construction Services Manager

Date

Darrell Vanyo  
Board Chair

Date

Copy: Owner  
Designer of Record  
USACE  
Owner's Representative

DRAFT

## Change Proposal Request

PROJECT DATA			
Project Name:	Mickelson Levee Extension	Owner:	Flood Diversion Authority
WP #:	42I.1	Owner's Rep:	CH2M
Date of Issue:	4/20/16	Engineer:	HMG

REQUEST FOR PROPOSAL DATA			
To:	Aaron Maley	CPR No:	001
From:	David Buck	Due Date:	
Description:	Added Asbestos Scope		

Pursuant to the General Conditions, please provide a quotation for the alteration as described in Item 1. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work described herein.

TO BE COMPLETED BY OWNER'S REPRESENTATIVE:	
<p>1. Scope of Work: (include list of attachments):</p> <ul style="list-style-type: none"> <li>Terracon conducted asbestos sampling of suspected asbestos containing materials beyond what was included in the Pre-Demolition Regulated Materials Survey Final Report - Phase I prepared by Techtron Engineering. The Techtron Report was included as part of the bid documents. Terracon identified additional asbestos containing materials beyond what was included in the Techtron report. Terracon's findings are summarized in the attached table.</li> </ul> <p>Attachments: Terracon Field Review - Scope Clarification            Drawings:            Specifications:            Other:</p>	
<p>2. Reason(s) for Modification: <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Unforeseen Conditions (site, weather, etc) <input type="checkbox"/> Other</p>	
<p>3. Approval of Request:</p> <p>Owner's Rep: <u><i>Tyler AGL</i></u> Date: <u>4/21/16</u></p> <p>Engineer: _____ Date: _____</p>	

TO BE COMPLETED BY CONTRACTOR:	
4. Total cost of modification (attach change proposal) \$	
5. Will a modification to the contract time be required? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, trade(s)	

## Change Proposal Request

Number of personnel
Duration (calendar days)
6. Attachment identification (list):
7. Quotation is valid for __ days after receipt by Engineer:
8. Approval of Quotation:
Contractor: <span style="float: right;">Date:</span>

DRAFT



**Mickelson Demo Project**  
**WP42.I.1**  
**Field Review - Scope Clarification**  
**4-19-16**

Item (Location)	Address	Quantity in Techtron Report	Field Measured Quantity (by Terracon)	Added Scope	Notes
Gray 9x9 floor tile (3rd flr, world map rm, front left of house, bridgets room)	16 N Terrace	900 SF	900 SF		
White/yellow skim coat (3rd flr, world map rm, front left of house, bridgets room)	16 N Terrace	900 SF	900 SF		
Dark cream 9x9 floor tile (3rd flr, olivias rm)	16 N Terrace	Included in ^^ gray 9x9 floor tile	included above		
Off-white pipe elbow insulation (basement, mechanical rm)	16 N Terrace	5 LF	5 LF		
Gray chimney patch (basement, mechanical rm)	16 N Terrace	1 SF	1 SF		
Dark red 9x9 floor tile (basement, mechanical room)	16 N Terrace	Included in ^^^^ gray 9x9 floor tile	included above		
Pink 9x9 floor tile (2nd flr main room, olivias room)	16 N Terrace		1000 SF	1000 SF	
Light tan vinyl sheet flooring (entry closet)	16 N Terrace		12 SF	12 SF	
Ceiling texture (connors room)	16 N Terrace		150 SF	150SF	
Stucco ceiling texture (main flr kitchen/dining/living, UP stairwell, 3rd flr hallway)	16 N Terrace		1000 SF	1000 SF	
White seam tape (basement furnace rm)	18 N Terrace	50 LF	≈ 50 LF		Additional material potential behind ceiling panels which are adherd to the ceiling ventilation pan and ACM tape. Terracon did not remove ceiling panels to confirm
Tan paper (basement bathroom - under 12"x12" flr tile)	18 N Terrace	80 SF	80 SF		
Window Glazing (throughout structure)	18 N Terrace		160 LF	160 LF	
Off-white joint compound (basement foundation patch - SW wall portion)	18 N Terrace		300 SF	300 SF	
Brown Mastic (main flr fireplace - under black tile)	18 N Terrace		12 SF	12 SF	
2'x4' ceiling tile (basement - NW room)	18 N Terrace		120 SF	120 SF	
Off-white joint compound (main flr, front living room)	24 N Terrace	*Not estimated	≈ 600 SF		Techtron report did not estimate quantity of homogenous area.
Black sink mastic (main flr, kitchen)	24 N Terrace	8 SF	8 SF		
Ceiling texture (2nd flr master bedroom) and ceiling/wall texture (2nd flr bathroom)	24 N Terrace		480 SF	480 SF	
Brown/yellow mosaic 9x9 flr tile (tanning room)	24 N Terrace		6 SF	6 SF	
Light tan sheet flr backing (tanning rm, door jamb)	24 N Terrace		2 SF	2 SF	
Yellow/green/white vinyl sheet flooring (kitchen - under subfloor)	24 N Terrace		80 SF	80 SF	
Tan joint compound (main bathroom)	24 N Terrace		80 SF	80 SF	
Light brown sheet floor backing (DOWN stairwell)	24 N Terrace		3 SF	3 SF	
Pipe insulation (basement storage room)	24 N Terrace		12 LF	12 LF	
Wall plaster (throughout structure)	24 N Terrace		5200 SF	5200 SF	
Yellow 9x9 floor tile (basement, hallway)	26 N Terrace	90 SF	90 SF		
Dark red 9x9 floor tile (basement, hallway)	26 N Terrace	Included in ^ yellow 9x9 floor tile	included above		
Black glue (back of "rubber" linoleum in basement bathroom)	26 N Terrace	18 SF	18 SF		
Black sink undercoating (main level kitchen)	26 N Terrace	8 SF	8 SF		
Tub undercoating (basement)	26 N Terrace		40 SF	40 SF	
Tan vinyl sheet flooring (main flr closet - adj to bathroom)	26 N Terrace		6 SF	6 SF	
4x4 tile white grout (main flr bathroom)	26 N Terrace		160 SF	160 SF	
White duct paper (living room, main bedrooms, potentially throughout)	26 N Terrace		50 SF ? (inaccessible)	50 SF ? (inaccessible)	unable to estimate due to the amount of demolition required.
White thermal wrap (basement - chimney)	26 N Terrace		10 SF	10 SF	
**NO ITEMS IDENTIFIED AS ACM BY TECHTRON**	724 N River Rd				

**Notes**

This table does not constitute a change to the contract documents but is intended as an aid for contractor pricing.

# Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT  
 DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT



# General Contractors

PHONE 701/282-4977 FAX 701/281-1409  
 P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

<b>TRANSMITTAL OF CONTRACTOR'S SUBMITTAL</b>		IBI #: _____	
DATE: Tuesday, April 26, 2016			
<b>TO:</b> <u>CH2M Hill</u> <u>David Buck</u>  <u>520 Main Ave, Suite 601</u> <u>Fargo, ND 58103</u>		SUBMITTAL NO <u>01 26 00-001</u> <input checked="" type="checkbox"/> NEW SUBMITTAL <input type="checkbox"/> RESUBMITTAL <b>2nd Street Downtown In-Town Levees,</b> PROJECT: <u>Mickelson Levee Extension</u> PROJECT NO.: <u>WP-421.1</u> SPECIFICATION SECTION NO.: <u>01 26 00</u> (Cover only one section with each transmittal) NAME OF SECTION: <u>Contract Modification Procedures</u>	
<b>FROM:</b> <u>INDUSTRIAL BUILDERS, INC.</u> <u>PO BOX 406, FARGO, ND 58107</u>			
<b>SUBMITTAL TYPE:</b>			
<input type="checkbox"/> SHOP DRAWING	<input type="checkbox"/> DEFERRED	<input type="checkbox"/> SAMPLE	<input checked="" type="checkbox"/> INFORMATIONAL
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> SUBMITTAL PLANS	

THE FOLLOWING ITEMS ARE HEREBY SUBMITTED:

NUMBER OF COPIES	DESCRIPTION OF ITEMS SUBMITTED (Type, Size, Model Number, Etc.)	SPEC. AND PARA. NO.	DRAWING of BROCCURE NO.	CONTAINS VARIATION TO CONTRACT	
				NO	YES
1	Change Order Request 001	01 26 00-001		X	

Contractor hereby certifies that (i) Contractor has complied with the requirements of the Contract Documents in preparation, review, and submission of the designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

BY:   
 Aaron Maley, Project Manager

CC: IBI JOB FILE 16140

# *Industrial Builders, Inc.*

PAUL W. DIEDERICH, PRESIDENT  
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT



## *General Contractors*

PHONE 701/282-4977 FAX 701/281-1409  
P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

April 26, 2016

Mr. David Buck  
CH2M Hill

Re: WP-42I.1, Mickelson Levee Extension  
Change Order 001

Dear Mr. Buck,

As required by Article 11 of the contract specification, we submit the following Change Order;

VCI Environmental, IBI's asbestos abatement subcontractor, reviewed the additional asbestos abatement scope of work, as outlined in Terracon's summary report of their re-inspection of the demo properties for the Mickelson Levee Extension, and have submitted the attached change order proposal for your review. VCI's change order, in the amount of \$66,640.00, plus IBI's 5% markup per Article 11 Section 11.04.C.2.b, brings the total of the proposed change order to \$69,972.00.

No additional contract time will be required if the modification is accepted in a timely manner and no further delay to the asbestos abatement subcontractor is incurred. VCI is scheduled to start work tomorrow, Wednesday 4/27/2016. Approval of this modification is required in order to start work and continue without stoppage, as it will be difficult to perform work on the original scope without affecting the new scope.

Please review the attached change order, and let me know if you have any questions.

Respectfully Submitted,  
INDUSTRIAL BUILDERS, INC.

Aaron Maley  
Project Manager


Cc: IBI File 16140

## Change Proposal Request

PROJECT DATA			
Project Name:	Mickelson Levee Extension	Owner:	Flood Diversion Authority
WP #:	42I.1	Owner's Rep:	CH2M
Date of Issue:	4/20/16	Engineer:	HMG


REQUEST FOR PROPOSAL DATA			
To:	Aaron Maley	CPR No:	001
From:	David Buck	Due Date:	
Description:	Added Asbestos Scope		

Pursuant to the General Conditions, please provide a quotation for the alteration as described in Item 1. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work described herein.

TO BE COMPLETED BY OWNER'S REPRESENTATIVE:	
<p>1. Scope of Work: (include list of attachments):</p> <ul style="list-style-type: none"> <li>Terracon conducted asbestos sampling of suspected asbestos containing materials beyond what was included in the Pre-Demolition Regulated Materials Survey Final Report - Phase I prepared by Techtron Engineering. The Techtron Report was included as part of the bid documents. Terracon identified additional asbestos containing materials beyond what was included in the Techtron report. Terracon's findings are summarized in the attached table.</li> </ul> <p>Attachments: Terracon Field Review - Scope Clarification            Drawings:            Specifications:            Other:</p>	
<p>2. Reason(s) for Modification: <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Unforeseen Conditions (site, weather, etc) <input type="checkbox"/> Other</p>	
<p>3. Approval of Request:</p> <p>Owner's Rep: <u></u> Date: <u>4/21/16</u></p> <p>Engineer: _____ Date: _____</p>	

TO BE COMPLETED BY CONTRACTOR:	
4. Total cost of modification (attach change proposal) \$ 69,972.00	
5. Will a modification to the contract time be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If so, trade(s)	

## Change Proposal Request

Number of personnel
Duration (calendar days)
6. Attachment identification (list):
7. Quotation is valid for <u>60</u> days after receipt by Engineer:
8. Approval of Quotation: <b>Aaron Maley</b>
Contractor:  Date: 4/26/2016

No contract time will be required if the modification is accepted timely and no further delay to the asbestos abatement subcontractor is incurred. VCI is scheduled to start work Wednesday 4/27/2016, and approval of this modification is required in order to start work and continue without stoppage.

DRAFT

**Mickelson Demo Project**  
**WP42.I.1**  
**Field Review - Scope Clarification**  
**4-19-16**

Item (Location)	Address	Quantity in Techtron Report	Field Measured Quantity (by Terracon)	Added Scope	Notes
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Dark cream 9x9 floor tile (3rd flr, olivias rm)	16 N Terrace	Included in ^^ gray 9x9 floor tile	included above		
Off-white pipe elbow insulation (basement, mechanical rm)	16 N Terrace	5 LF	5 LF		
Gray chimney patch (basement, mechanical rm)	16 N Terrace	1 SF	1 SF		
Dark red 9x9 floor tile (basement, mechanical room)	16 N Terrace	Included in ^^^^ gray 9x9 floor tile	included above		
Pink 9x9 floor tile (2nd flr main room, olivias room)	16 N Terrace		1000 SF	1000 SF	
Light tan vinyl sheet flooring (entry closet)	16 N Terrace		12 SF	12 SF	
Ceiling texture (connors room)	16 N Terrace		150 SF	150SF	
Stucco ceiling texture (main flr kitchen/dining/living, UP stairwell, 3rd flr hallway)	16 N Terrace		1000 SF	1000 SF	
White seam tape (basement furnace rm)	18 N Terrace	50 LF	≈ 50 LF		Additional material potential behind ceiling panels which are adherd to the ceiling ventilation pan and ACM tape. Terracon did not remove ceiling panels to confirm
Tan paper (basement bathroom - under 12"x12" flr tile)	18 N Terrace	80 SF	80 SF		
Window Glazing (throughout structure)	18 N Terrace		160 LF	160 LF	
Off-white joint compound (basement foundation patch - SW wall portion)	18 N Terrace		300 SF	300 SF	
Brown Mastic (main flr fireplace - under black tile)	18 N Terrace		12 SF	12 SF	
2'x4' ceiling tile (basement - NW room)	18 N Terrace		120 SF	120 SF	
Off-white joint compound (main flr, front living room)	24 N Terrace	*Not estimated	≈ 600 SF		Techtron report did not estimate quantity of homogenous area.
Black sink mastic (main flr, kitchen)	24 N Terrace	8 SF	8 SF		
Ceiling texture (2nd flr master bedroom) and ceiling/wall texture (2nd flr bathroom)	24 N Terrace		480 SF	480 SF	
Brown/yellow mosaic 9x9 flr tile (tanning room)	24 N Terrace		6 SF	6 SF	
Light tan sheet flr backing (tanning rm, door jamb)	24 N Terrace		2 SF	2 SF	
Yellow/green/white vinyl sheet flooring (kitchen - under subfloor)	24 N Terrace		80 SF	80 SF	
Tan joint compound (main bathroom)	24 N Terrace		80 SF	80 SF	
Light brown sheet floor backing (DOWN stairwell)	24 N Terrace		3 SF	3 SF	
Pipe insulation (basement storage room)	24 N Terrace		12 LF	12 LF	
Wall plaster (throughout structure)	24 N Terrace		5200 SF	5200 SF	
Yellow 9x9 floor tile (basement, hallway)	26 N Terrace	90 SF	90 SF		
Dark red 9x9 floor tile (basement, hallway)	26 N Terrace	Included in ^ yellow 9x9 floor tile	included above		
Black glue (back of "rubber" linoleum in basement bathroom)	26 N Terrace	18 SF	18 SF		
Black sink undercoating (main level kitchen)	26 N Terrace	8 SF	8 SF		
Tub undercoating (basement)	26 N Terrace		40 SF	40 SF	
Tan vinyl sheet flooring (main flr closet - adj to bathroom)	26 N Terrace		6 SF	6 SF	
4x4 tile white grout (main flr bathroom)	26 N Terrace		160 SF	160 SF	
White duct paper (living room, main bedrooms, potentially throughout)	26 N Terrace		50 SF ? (inaccessible)	50 SF ? (inaccessible)	unable to estimate due to the amount of demolition required.
White thermal wrap (basement - chimney)	26 N Terrace		10 SF	10 SF	
**NO ITEMS IDENTIFIED AS ACM BY TECHTRON**	724 N River Rd				

**Notes**

This table does not constitute a change to the contract documents but is intended as an aid for contractor pricing.

DATE: April 25, 2016

PROPOSAL SUBMITTED TO:	Industrial Builders, Inc.	PROPOSAL #:	350230
ADDRESS:	1307 County Rd 17 N	WORK DESCRIPTION:	Asbestos Abatement
CITY, STATE, ZIP:	West Fargo, ND 58078	SITE LOCATION:	Vacant Homes
ATTENTION:	Aaron Maley	ADDRESS:	16,18,24,26 N. Terrace
FAX NO:		CITY, STATE, ZIP:	Fargo, ND
E-MAIL ADDRESS:	<a href="mailto:amaley@industrialbuilders.com">amaley@industrialbuilders.com</a>	PHONE NO:	

VCI Environmental, Inc. proposes the following scope of work:

**Scope of Work**

VCI Environmental proposes to supply labor, materials and equipment to properly remove and dispose of additional asbestos containing materials per survey information provided by Terracon.

<b>16 N Terrace:</b>	<b>\$17,640.00</b>
<b>18 N Terrace:</b>	<b>\$5,880.00</b>
<b>24 N Terrace:</b>	<b>\$39,200.00</b>
<b>26 N Terrace:</b>	<b>\$3,920.00</b>

**Notes:**

1. Prices based on straight time M-F.
2. Work to be done in 1 mobilization.

We propose to furnish material and labor - complete in accordance with above Scope of Work, for the sum of:

**Sixty Six Thousand Six Hundred Forty** dollars **\$66,640.00**

**Terms of Payment: Net 30 days**

Payment(s) to be made as follows:

In the event payment are not made as outlined herein, the undersigned agrees to pay all costs of collection and attorney's fees incurred by VCI Environmental, Inc. All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Owner agrees to supply VCI Environmental, Inc. with 110 volt power and potable water to complete the cleaning process.

Authorized Signature \_\_\_\_\_ Note: This proposal may be withdrawn by us if not accepted within 60 days

Aaron Ostermann

**Acceptance of Proposal:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



76 St Croix Trail North ♦ Lakeland, MN 55043 ♦ ph: 651 436-8559 ♦ fax: 651 436-2021

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Cost Breakdown

Project: Mickelson Levee Extension

Attn: Aaron Maley

16 N Terrace

Labor: \$68.25 x 168 hours =	\$11,466.00
Materials & Equipment:	\$3,528.00
Disposal:	\$882.00
<u>Profit &amp; Overhead:</u>	<u>\$1,764.00</u>
Total Additional Costs	\$17,640.00

18 N Terrace

Labor: \$68.25 x 56 hours =	\$3,822.00
Materials & Equipment:	\$1,176.00
Disposal:	\$294.00
<u>Profit &amp; Overhead:</u>	<u>\$588.00</u>
Total Additional Costs	\$5,880.00



24 N Terrace

Labor: \$68.25 x 373.33 hours =	\$25,480.00
Materials & Equipment:	\$7,840.00
Disposal:	\$1,960.00
<u>Profit &amp; Overhead:</u>	<u>\$3,920.00</u>
Total Additional Costs	\$39,200.00

26 N Terrace

Labor: \$68.25 x 37.33 hours =	\$2,548.00
Materials & Equipment:	\$784.00
Disposal:	\$196.00
<u>Profit &amp; Overhead:</u>	<u>\$392.00</u>
Total Additional Costs	\$3,920.00

DRAFT

**Technical Advisory Group Recommendation**

Meeting Date: 5/5/2016

**RECOMMENDATION FOR ACTION:**

The Technical Advisory Group has reviewed and recommends approval of the following Contract Action(s).

**SUMMARY OF AGREEMENT ACTION:**

The Owner’s Representative has reviewed and recommends the following Contract Action(s):

List description of Agreement Action(s):

**AT&T**

**\$125,238.30**

*Reimbursement Agreement RA-AT002 (WP-42F.1S)*

- Relocate fiber communication cable running parallel and south of 1<sup>st</sup> Avenue N.

**Summary of Agreement History and Current Agreement Action:**

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
RA-AT001	441,330.44	0	441,330.44	17-Jun-2015		Install along 2 <sup>nd</sup> . Street N between 1 <sup>st</sup> Avenue N and 3 <sup>rd</sup> Avenue N, shared joint trench construction plus directional drill
RA-AT002	\$125,238.30	441,330.44	\$566,568.74	12-May-2016		Relocate fiber communication cable under the future WP-42F1S floodwall south of the 1 <sup>st</sup> Avenue N bridge

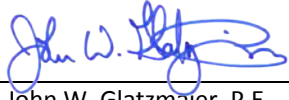
**DISCUSSION**

1. AT&T has a fiber-optic communication cable that needs to be relocated deeper than they are currently buried so the WP-42F.1S floodwall can be constructed over it. This relocation agreement will reimburse AT&T for the cost of performing the work. The cable runs parallel and south of the 1<sup>st</sup> Avenue N bridge and the work is estimated to cost \$125,238.30. CH2M has reviewed this agreement and associated costs and recommends proceeding with the Agreement.

**ATTACHMENT(S):**

1. Reimbursement Agreement RA-AT002

**Submitted by:**



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John W. Glatzmaier, P.E.  
CH2M  
Project Manager  
Metro Flood Diversion Project

May 5, 2016

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Date

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Keith Berndt, Cass County Administrator

Concur: May 9, 2016 Non-Concur: \_\_\_\_\_

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April Walker, Fargo City Engineer

Concur: May 5, 2016 Non-Concur \_\_\_\_\_

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Mark Bittner, Fargo Director of Engineering

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

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Jason Benson, Cass County Engineer

Concur: May 6, 2016 Non-Concur \_\_\_\_\_

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David Overbo, Clay County Engineer

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

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Robert Zimmerman, Moorhead City Engineer

Concur: May 5, 2016 Non-Concur \_\_\_\_\_

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Nathan Boerboom, Diversion Authority Project  
Manager

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

## **REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement ("Agreement") is made and entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **AT&T Communications** whose mailing address is 3450 Riverwood Parkway, Room 162, Atlanta, GA 30339, and the **Metro Flood Diversion Authority**, its heirs, successors and assigns and grantees (hereinafter "Reimbursing Party") whose mailing address is 211 Ninth Street South, Box 2806, Fargo, North Dakota 58108-2806. AT&T and Reimbursing Party are referred to as "Party" and "Parties" herein.

### **1. Scope of Work**

Reimbursing Party recognizes that the Work being requested of AT&T is to relocate a communication cable in the same general alignment per United States Army Corps of Engineers specifications to accommodate the construction of floodwalls along 2<sup>nd</sup> Street N above and approximately perpendicular to the cables. One cable runs south of and parallel to 1<sup>st</sup> Avenue N along 2<sup>nd</sup> Street N. Included with this Agreement is Attachment 1 which further describes the work and estimated reimbursement amounts.

### **2. Performance of Work including Permitting**

As part of the Work, AT&T shall have the responsibility to acquire any rights of way, permits, consents and approvals required solely for the Work. Reimbursing Party shall have the responsibility to acquire any permits, consents and approvals required by the Project other than those required solely for the Work. Reimbursing Party agrees to cooperate with AT&T in all ways necessary or convenient in AT&T seeking such rights of way, permits, consents and approvals for the Work. Reimbursing Party agrees to provide to AT&T, upon request, all reasonably necessary survey and plan drawings requested by AT&T to complete the Work.

### **3. Time**

Time is of the essence. Work is expected to begin immediately after execution of the Agreement, on or about May 16, 2016. Work should be completed by June 1, 2016.

### **4. Invoicing**

Invoices are to be submitted monthly and will be processed by Reimbursing Party in accordance with the invoicing and payment terms of this Agreement. Separate invoices are required for each month in which costs are incurred for work performed.

In order to process invoices efficiently and to facilitate accurate cost tracking on the project, we are asking for your assistance in providing specific and detailed information on each invoice.

Please ensure each invoice includes the following items:

- A) A cover page with information that reflects all costs and expenses incurred for the invoicing period by providing the following at a minimum:
  - 1) Company Name and Address
  - 2) Invoice Number and Date (Each invoice, including resubmittals, are to be uniquely numbered)

- 3) Invoicing Period (Month that charges were incurred)
  - 4) Purchase Order Number \_\_\_\_\_
  - 5) Agreement Number RA-AT002
  - 6) Provide a table for the total Agreement Amount (original estimated/quoted cost) and each budgeted task (See Table 1 Budget Tracking) with the following:
    - a) Agreement Task Title (WP42D3 Utility Relocation South of 1<sup>st</sup> Avenue North)
    - b) Schedule Activity ID (CN-54030)
    - c) Original Agreement Amount (dollar amount estimated in the original estimate/quote)
    - d) Amendment Amount (total dollar amount of all authorized work [Original Agreement Amount plus any additional amendments] as of the date of the invoice)
    - e) Total Contract Amount (total of Original Contract Amount and Amendment Amount)
    - f) Previously Invoiced Amount (total dollar amount previously invoiced under this Agreement—not including the current invoice)
    - g) Amount Due this Invoice (total dollar amount for the current invoice for this Agreement)
    - h) Balance Remaining (difference between the Total Agreement Amount and the sum of the Previously Invoiced Amount and the Amount Due This Invoice)
    - i) Estimate at Completion (EAC) - (Total estimated costs at the completion of the scope of work currently authorized for the contract/task order or budgeted task. This would include all costs invoiced through the current invoice and any future work. If costs are anticipated to exceed the Total Agreement amount please provide notifications.)
- B) Provide amount of invoice and supporting documentation by task:
- 1) For work provided on a labor and expense basis (at a minimum):
    - a) Labor—For each labor charge, provide the Employee Name, Labor Classification (e.g. Project Manager, Engineer, etc.), total hours for the period, the authorized billing rates, extended totals, and the sum of all the labor for this period for the task
    - b) Expenses—For each item of expense, provide the following (Note: Reimbursing may request additional information or backup documentation as reasonably required to review and approve expenses) and a total of all expenses:
      - (1) Description of the expense item (e.g., postage, survey stakes)
      - (2) Units and unit prices (if applicable) and amount invoiced. The invoice should contain enough information and explanation for the reviewer to evaluate the justification and reasonableness of the expense item. Where applicable, copies of receipts or vendor invoices should be attached for expense items greater than \$75.
      - (3) Subcontractors—Identify Subcontractor and total amount due to subcontractor. Attach copy of the subcontractor’s invoice. Subcontractor’s invoice should contain the information and documentation as outlined in these invoicing instructions.

Please incorporate the following document control requirements into each invoice submission. Include all detailed invoice documentation in a single “.pdf” (portable document format) file. Each invoice file shall conform to the latest standard file naming convention, reference Table 2 –

Invoice Naming for additional details. The invoice naming convention is laid out in seven elements as follows:

(Element 1\_ Element 2\_ Element 3\_ Element 4\_ Element 5\_ Element 6\_ Element 7.pdf)

The seven file naming convention elements are described as follows:

Element 1 – Sub-Program Code (e.g. System-wide = SW, Mitigation = MAI, Southern Embankment = SEAI)

Element 2 – Project Short Name (e.g. WP42D3)

Element 3 – Originating Company Code (ATT = AT&T)

Element 4 – Document Type Code (INV = Invoice)

Element 5 – Invoice Number (e.g. 1106)

Element 6 – Contract Owner Code (FMDA)

Element 7 – Document Name (Agreement RA-AT002) Through (Date YYYYMMDD)

**TABLE 1 – Budget Tracking**

Agreement Task Title (a)	Activity ID (b)	Original Agreement Amount (c)	Amendment Amount (d)	Total Agreement Amount (e)	Previously Invoiced Amount (f)	Amount Due this Invoice (g)	Balance Remaining (h)	Estimate At Completion (i)
WP42D3 Utility Relocates South	CN-54030	125,238.30	0	125,238.30				

**TABLE 2 – Invoice Naming**

Agreement Number	Owner	Invoice Naming Convention
RA-AT002	FM Diversion Authority	MAI_WP42D3_ATT_INV_[Invoice #]_FMDA_RA-AT002Through20160531

5. **Final Accounting**

The estimated cost of the work is \$125,238.30. Within 120 days after the completion of the Work, AT&T shall make a final accounting of costs and expenses for the Work and provide Reimbursing an invoice of the same. Reimbursing shall pay AT&T for such balance due within thirty (30) days after Invoice receipt.

6. **Miscellaneous**

6.1 This Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.

6.2 If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect the original intent of the Parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

6.3 This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.

6.4 The paragraph headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

6.5 This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.

6.6 Reimbursing party may not assign this Agreement without the prior written consent of AT&T. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6.7 This Agreement shall be governed by and enforced in accordance with the laws of the State in which the Property is situated.

## 7. **Attachments**

1. AT&T Direct Buried Estimate dated 4/28/2016.

DRAFT

IN WITNESS WHEREOF, Metro Flood Diversion Authority and AT&T have signed this Agreement.

**Metro Flood Diversion Authority:**

**AT&T:**

\_\_\_\_\_  
By: Darrell Vanyo

\_\_\_\_\_  
By: \_\_\_\_\_

Title: Board Chair, MFDA

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

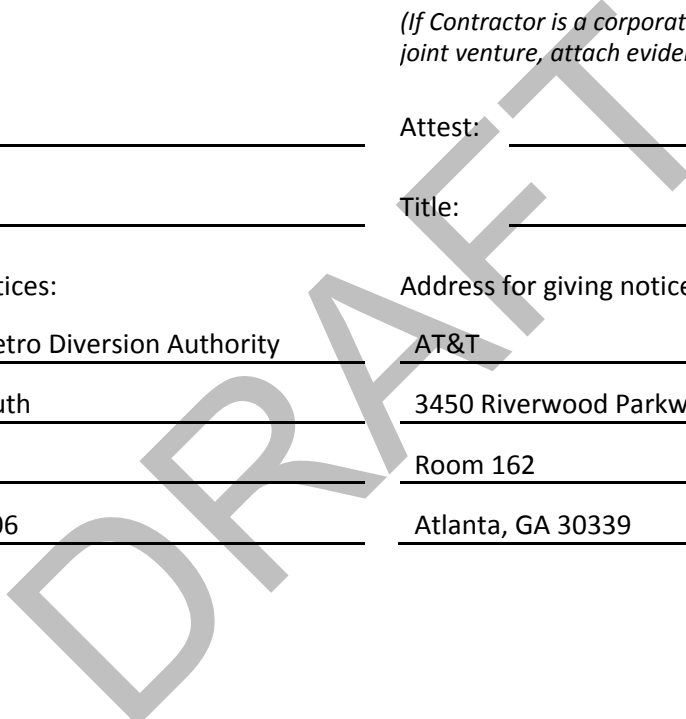
Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Fargo-Moorhead Metro Diversion Authority  
211 Ninth Street South  
Box 2806  
Fargo ND 58108-2806

AT&T  
3450 Riverwood Parkway  
Room 162  
Atlanta, GA 30339





**Fargo ND to Moorhead MN FTA Lightguide Cable**  
**Fargo Floodwall Direct Buried Phase III**  
**Fargo ND**  
**April 28, 2016**

Cost Summary				
	Combined Cost	AT&T	702	
Preliminary Engineering	\$ 48,000.00	\$31,680.00	\$16,320.00	
Inspection	\$ 15,000.00	\$9,900.00	\$5,100.00	
<b>Total Engineering &amp; Inspection</b>	<b>\$ 63,000.00</b>	<b>\$41,580.00</b>	<b>\$21,420.00</b>	
Engineering & Labor -AT&T	\$ 33,000.00	\$33,000.00		
Construction Costs	\$ 68,000.00	\$50,658.30	\$17,341.70	
<b>Project Total</b>	<b>\$ 164,000.00</b>	<b>\$ 125,238.30</b>	<b>\$38,761.70</b>	

**Technical Advisory Group Recommendation**

Meeting Date: 5/5/2016

**RECOMMENDATION FOR ACTION:**

The Technical Advisory Group has reviewed and recommends approval of the following Contract Action(s).

**SUMMARY OF AGREEMENT ACTION:**

The Owner’s Representative has reviewed and recommends the following Contract Action(s):

List description of Agreement Action(s):

**702 Communications**

**\$50,381.00**

*Reimbursement Agreement*

- Relocating two fiber communication cables running parallel to the 1<sup>st</sup> Avenue N at 2<sup>nd</sup> St. N, north and south of bridge.

**Summary of Agreement History and Current Agreement Action:**

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
RA-702-001	175,379.73	0	175,379.73	18-May-2015		Install along 2 <sup>nd</sup> . Street N between 1 <sup>st</sup> Avenue N and 3 <sup>rd</sup> Avenue N.
RA-702-002	\$50,381.00	175,379.73	225,760.73	12-May-2016		Relocate fiber communication cables under the future floodwalls to the north and south of the 1 <sup>st</sup> Avenue N bridge

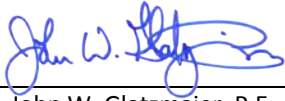
**DISCUSSION**

1. 702 Communications has two fiber-optic communication cables that need to be relocated deeper than they are currently buried so the WP-42F.1S floodwalls can be constructed over them. This relocation agreement will reimburse 702 Communications for the cost of performing the work. The cable running parallel to the 1<sup>st</sup> Avenue N bridge to the north is estimated to cost \$11,618.88. The cable running parallel to the 1<sup>st</sup> Avenue N bridge to the south is estimated to cost \$38,761.70. CH2M has reviewed this agreement and associated costs and recommends proceeding with the Agreement.

**ATTACHMENT(S):**

1. Draft Reimbursement Agreement RA-702-002

**Submitted by:**



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John W. Glatzmaier, P.E.  
CH2M  
Project Manager  
Metro Flood Diversion Project

May 5, 2016

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Date

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Keith Berndt, Cass County Administrator

Concur: May 9, 2016 Non-Concur: \_\_\_\_\_

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April Walker, Fargo City Engineer

Concur: May 5, 2016 Non-Concur \_\_\_\_\_

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Mark Bittner, Fargo Director of Engineering

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

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Jason Benson, Cass County Engineer

Concur: May 6, 2016 Non-Concur \_\_\_\_\_

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David Overbo, Clay County Engineer

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

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Robert Zimmerman, Moorhead City Engineer

Concur: May 5, 2016 Non-Concur \_\_\_\_\_

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Nathan Boerboom, Diversion Authority Project  
Manager

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

## **REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement ("Agreement") is made and entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **702 Communications** whose mailing address is 702 Main Avenue, Moorhead, MN 56560, and the **Metro Flood Diversion Authority**, its heirs, successors and assigns and grantees (hereinafter "Reimbursers") whose mailing address is 211 Ninth Street South, Box 2806, Fargo, North Dakota 58108-2806. 702 Communications and Reimbursers are referred to as "Party" and "Parties" herein.

### **1. Scope of Work**

Reimbursers recognize that the Work being requested of 702 Communications is to relocate two fiber-optic communication cables in the same general alignment per United States Army Corps of Engineers specifications to accommodate the construction of floodwalls along 2<sup>nd</sup> Street N above and approximately perpendicular to the cables. One cable runs north of and parallel to 1<sup>st</sup> Avenue N, and the other cable runs south of and parallel to 1<sup>st</sup> Avenue N along 2<sup>nd</sup> Street N. Included with this Agreement are Attachments 1 and 2 which further describe the work and estimated reimbursement amounts.

### **2. Performance of Work including Permitting**

As part of the Work, 702 Communications shall have the responsibility to acquire any rights of way, permits, consents and approvals required solely for the Work. Reimbursers shall have the responsibility to acquire any permits, consents and approvals required by the Project other than those required solely for the Work. Reimbursers agree to cooperate with 702 Communications in all ways necessary or convenient in 702 Communications seeking such rights of way, permits, consents and approvals for the Work. Reimbursers agree to provide to 702 Communications, upon request, all reasonably necessary survey and plan drawings requested by 702 Communications to complete the Work.

### **3. Time**

Time is of the essence. Work is expected to begin immediately after execution of the Agreement, on or about May 16, 2016. Work should be complete by June 1, 2016.

### **4. Invoicing**

Invoices are to be submitted monthly and will be processed by Reimbursers in accordance with the invoicing and payment terms of this Agreement. Separate invoices are required for each month in which costs are incurred for work performed. Each invoice shall contain two line items for work performed north of and south of 1<sup>st</sup> Avenue N.

In order to process invoices efficiently and to facilitate accurate cost tracking on the project, we are asking for your assistance in providing specific and detailed information on each invoice.

Please ensure each invoice includes the following items:

- A) A cover page with information that reflects all costs and expenses incurred for the invoicing period by providing the following at a minimum:

- 1) Company Name and Address
  - 2) Invoice Number and Date (Each invoice, including resubmittals, are to be uniquely numbered)
  - 3) Invoicing Period (Month that charges were incurred)
  - 4) Purchase Order Number \_\_\_\_\_
  - 5) Agreement Number RA-702-002
  - 6) Provide a table for the total Agreement Amount (original estimated/quoted cost) and each budgeted task (See Table 1 Budget Tracking) with the following:
    - a) Agreement Task Title (WP42D3 Utility Relocation North of 1<sup>st</sup> Avenue N and WP42D3 Utility Relocation South of 1<sup>st</sup> Avenue N)
    - b) Schedule Activity ID (CN-54000 for the work north of 1<sup>st</sup> Avenue N and CN-54010 for the work south of 1<sup>st</sup> Avenue N)
    - c) Original Agreement Amount (dollar amount estimated in the original estimate/quote)
    - d) Amendment Amount (total dollar amount of all authorized work [Original Agreement Amount plus any additional amendments] as of the date of the invoice)
    - e) Total Contract Amount (total of Original Contract Amount and Amendment Amount)
    - f) Previously Invoiced Amount (total dollar amount previously invoiced under this Agreement—not including the current invoice)
    - g) Amount Due this Invoice (total dollar amount for the current invoice for this Agreement)
    - h) Balance Remaining (difference between the Total Agreement Amount and the sum of the Previously Invoiced Amount and the Amount Due This Invoice)
    - i) Estimate at Completion (EAC) - (Total estimated costs at the completion of the scope of work currently authorized for the contract/task order or budgeted task. This would include all costs invoiced through the current invoice and any future work. If costs are anticipated to exceed the Total Agreement amount please provide notifications.)
- B) Provide amount of invoice and supporting documentation by task.
- 1) For work provided on a labor and expense basis (at a minimum):
    - a) Labor—For each labor charge, provide the Employee Name, Labor Classification (e.g. Project Manager, Engineer, etc.), total hours for the period, the authorized billing rates, extended totals, and the sum of all the labor for this period for the task
    - b) Expenses—For each item of expense, provide the following (Note: Reimbursing party may request additional information or backup documentation as reasonably required to review and approve expenses) and a total of all expenses:
      - (1) Description of the expense item (e.g., postage, survey stakes)
      - (2) Units and unit prices (if applicable) and amount invoiced. The invoice should contain enough information and explanation for the reviewer to evaluate the justification and reasonableness of the expense item. Where applicable, copies of receipts or vendor invoices should be attached for expense items greater than \$75.
      - (3) Subcontractors—Identify Subcontractor and total amount due to subcontractor. Attach copy of the subcontractor's invoice. Subcontractor's

invoice should contain the information and documentation as outlined in these invoicing instructions.

Please incorporate the following document control requirements into each invoice submission. Include all detailed invoice documentation in a single “.pdf” (portable document format) file. Each invoice file shall conform to the latest standard file naming convention, reference Table 3 – Invoice Naming for additional details. The invoice naming convention is laid out in seven elements as follows:

(Element 1\_ Element 2\_ Element 3\_ Element 4\_ Element 5\_ Element 6\_ Element 7.pdf)

The seven file naming convention elements are described as follows:

Element 1 – Sub-Program Code (e.g. System-wide = SW, Mitigation = MAI, Southern Embankment = SEAI)

Element 2 – Project Short Name (e.g. WP42D3)

Element 3 – Originating Company Code (7COM = 702 Communications)

Element 4 – Document Type Code (INV = Invoice)

Element 5 – Invoice Number (e.g. 1106)

Element 6 – Contract Owner Code (FMDA)

Element 7 – Document Name (Agreement RA-702-002) Through (Date YYYYMMDD)

**TABLE 1 – Budget Tracking**

Agreement Task Title (a)	Activity ID (b)	Original Agreement Amount (c)	Amendment Amount (d)	Total Agreement Amount (e)	Previously Invoiced Amount (f)	Amount Due this Invoice (g)	Balance Remaining (h)	Estimate At Completion (i)
WP42D3 Utility Relocates North	CN-54000	11,618.88	0	11,618.88				
WP42D3 Utility Relocates South	CN-54010	38,761.70	0	38,761.70				

**TABLE 2 – Invoice Naming**

Agreement Number	Owner	Invoice Naming Convention
RA-702-002	FM Diversion Authority	MAI_WP42D3_7COM_INV_[Invoice #]_FMDA_RA-702-002Through20160531

**5. Final Accounting**

The estimated cost of the work is \$50,381. Within 120 days after the completion of the Work, 702 Communications shall make a final accounting of costs and expenses for the Work and provide Reimbuser an invoice of the same. Reimbuser shall pay 702 Communications for such balance due within thirty (30) days after Invoice receipt.

**6. Miscellaneous**

6.1 This Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.

6.2 If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall

negotiate in good faith to modify this Agreement so as to give effect the original intent of the Parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

6.3 This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.

6.4 The paragraph headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

6.5 This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.

6.6 Reimbursing party may not assign this Agreement without the prior written consent of 702 Communications. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6.7 This Agreement shall be governed by and enforced in accordance with the laws of the State in which the Property is situated.

## 7. **Attachments**

1. 702 Communication Letter proposal for north side dated 4/18/2016 with Quote from MVM Engineering.
2. 702 Communication Letter proposal for south side dated 5/2/2016 with Estimate from Finley Engineering.

IN WITNESS WHEREOF, Metro Flood Diversion Authority and 702 Communications have signed this Agreement.

**Metro Flood Diversion Authority:**

**702 Communications:**

\_\_\_\_\_  
By: Darrell Vanyo

\_\_\_\_\_  
By: \_\_\_\_\_

Title: Board Chair, MFDA

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

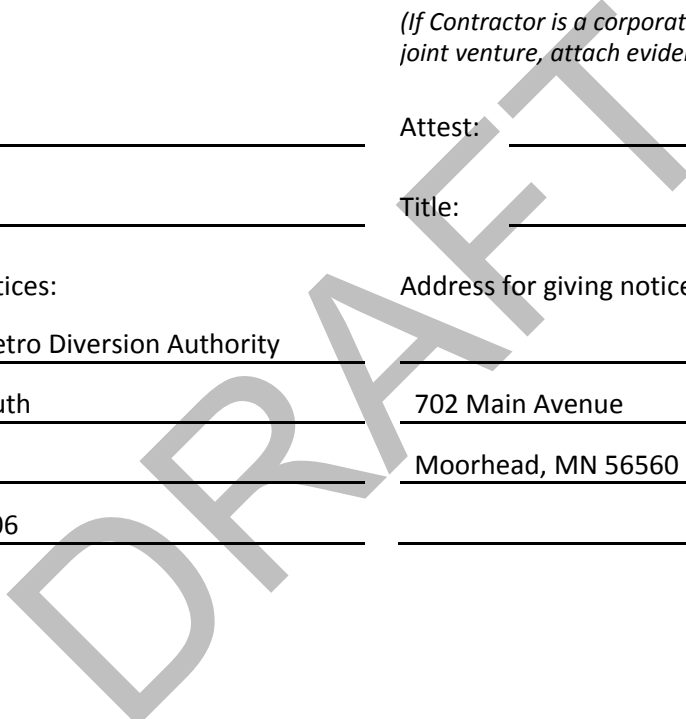
Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Fargo-Moorhead Metro Diversion Authority  
211 Ninth Street South  
Box 2806  
Fargo ND 58108-2806

702 Main Avenue  
Moorhead, MN 56560







April 18, 2016

2<sup>nd</sup> Street North Floodwall – North Side of 1<sup>st</sup> Ave N

Dear Diversion Authority,

It has been brought to our attention that our fiber facilities that are running parallel to 1<sup>st</sup> Ave North on the north side of the road will be in direct conflict with the construction of the new flood wall being built on 2<sup>nd</sup> St N in Fargo.

To resolve the conflict, 702 Communications does agree to relocate them lower and to remove any protective conduit that is in the area of the flood wall footing so that we can be in compliance with the Army Corp of Engineering and Houston Engineering requirements.

To accomplish this, the Diversion Authority has agreed to reimburse 702 Communications for the cost to do this. The final estimated cost is as such:

<u>Equipment rental, backhoe with operator, labor, compaction testing</u>	<u>\$11,618.88</u>
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Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Day', is written over a large, light blue circular watermark.

Mike Day  
Operations Manager  
702 Communications

# Quote



3350 35th Ave S  
 Fargo, ND 58104  
 Phone: (701) 205-1330  
 Fax: (701) 205-1338  
 www.mvmcontracting.com

Date	Estimate #
4/18/2016	Downtown

Name / Address
702 Communications 702 Main Ave Moorhead, MN 56560

P.O. No.	Due Date	Project
Mike Day	5/18/2016	

Qty	Item	Description	Cost	Total
1	Equipment Rental *Backhoe with O... Laborer Misc. Material	Equipment Rental, Labor, and Testing for 2nd St N/Downtown In-town levee project. Proposal is to backhoe existing fibers back to get enough slack to direct bury under permanent floodwall.  Equipment rental Backhoe with Operator Laborer Compaction Testing	11,618.88	11,618.88

<b>Total</b>	<b>\$11,618.88</b>
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This is a quotation on the goods named, subject to the considerations noted below:  
 Items that are not specifically noted in this agreement have not been quoted. Any items not quoted that are added to the project are considered additions and will be billed as extras to the project. The stated price will be valid for thirty days. Thank you for the opportunity to bid this project. If you have any questions please contact Brent Pescion. To accept this quotation, sign, date and return.

We look forward to working with you!



May 2nd, 2016

2<sup>nd</sup> Street North Floodwall – South Side of 1<sup>st</sup> Ave N

Dear Diversion Authority,

It has been brought to our attention that our fiber facilities that are running parallel to 1<sup>st</sup> Ave North on the south side of the road will be in direct conflict with the construction of the new flood wall being built on 2<sup>nd</sup> St N in Fargo.

To resolve the conflict, 702 Communications does agree to relocate them lower and to remove any protective conduit that is in the area of the flood wall footing so that we can be in compliance with the Army Corp of Engineering and Houston Engineering requirements.

To accomplish this, the Diversion Authority has agreed to reimburse 702 Communications for the cost to do this. The final estimated cost is as such:

<u>Preliminary engineering, Inspection, and Construction cost</u>	<u><b>\$38,761.70</b></u>
---	---------------------------

Sincerely,

Mike Day  
Operations Manager  
702 Communications

**Fargo ND to Moorhead MN FTA Lightguide Cable**  
**Fargo Floodwall Direct Buried Phase III**  
**Fargo ND**  
**April 28, 2016**

<b>Cost Summary</b>
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		<b>702 Communications</b>
Preliminary Engineering	\$	16,320.00
Inspection	\$	5,100.00
<b>Total Engineering &amp; Inspection</b>	<b>\$</b>	<b>21,420.00</b>
<b>Engineering &amp; Labor -AT&amp;T</b>		
 <b>Construction Costs</b>	 <b>\$</b>	 <b>17,341.70</b>
<hr/> <hr/>		
<b>Project Total</b>	<b>\$</b>	<b>38,761.70</b>

**Technical Advisory Group Recommendation**

Meeting Date: 5/6/2016

**RECOMMENDATION FOR ACTION:**

The Technical Advisory Group has reviewed and recommends approval of the following Contract Action(s).

**SUMMARY OF AGREEMENT ACTION:**

The Owner’s Representative has reviewed and recommends the following Contract Action(s):

List description of Agreement Action(s):

**CenturyLink** \$ 74,195.92

*Reimbursement Agreement RA-CL-003*

- Relocate fiber communication cable running parallel and north of 1<sup>st</sup> Avenue N.

**Summary of Agreement History and Current Agreement Action:**

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
RA-CL-001	2,586,742.00	0	2,586,742.00	1-May-2015		Relocation of underground facilities along 1 <sup>st</sup> Avenue N (WP-42D1)
RA-CL-001	73,177.53	2,586,742.00	2,659,919.53	17-Dec-2015		Oxbow, ND utility relocation (WP-43)
RA-CL-003	74,195.92	2,659,919.53	2,734,115.45	12-May-2016		Relocate fiber communication facilities through the future WP-42F1S floodwall north of the 1 <sup>st</sup> Avenue N bridge (WP42D3)

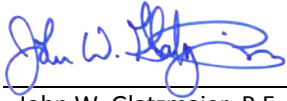
**DISCUSSION**

1. CenturyLink has a fiber-optic communication cable that needs to be relocated through the WP-42F.1S floodwall. This relocation agreement will reimburse CenturyLink for the cost of performing the work. The cable runs parallel and north of the 1<sup>st</sup> Avenue N bridge and the work is estimated to cost \$74,195.92. CH2M has reviewed this agreement and associated costs and recommends proceeding with the Agreement.

**ATTACHMENT(S):**

1. Reimbursement Agreement RA-CL-003

**Submitted by:**



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John W. Glatzmaier, P.E.  
CH2M  
Project Manager  
Metro Flood Diversion Project

May 6, 2016

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Date

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Keith Berndt, Cass County Administrator

Concur: May 9, 2016 Non-Concur: \_\_\_\_\_

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April Walker, Fargo City Engineer

Concur: May 6, 2016 Non-Concur \_\_\_\_\_

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Mark Bittner, Fargo Director of Engineering

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

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Jason Benson, Cass County Engineer

Concur: May 6, 2016 Non-Concur \_\_\_\_\_

---

David Overbo, Clay County Engineer

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

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Robert Zimmerman, Moorhead City Engineer

Concur: May 6, 2016 Non-Concur \_\_\_\_\_

---

Nathan Boerboom, Diversion Authority Project  
Manager

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

## **REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement ("Agreement") is made and entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **CenturyLink Communications** whose mailing address is 3320 Bemidji Ave N, Bemidji MN 56601, and the **Metro Flood Diversion Authority**, its heirs, successors and assigns and grantees (hereinafter "Reimburser") whose mailing address is 211 Ninth Street South, Box 2806, Fargo, North Dakota 58108-2806. CenturyLink Communications and Reimburser are referred to as "Party" and "Parties" herein.

### **1. Scope of Work**

Reimburser recognizes that the Work being requested of CenturyLink Communications is to relocate fiber-optic communication cables in the same general alignment per United States Army Corps of Engineers specifications to accommodate the construction of floodwalls along 2<sup>nd</sup> Street N approximately perpendicular to the cables. The cables will be installed through the floodwall, north of and parallel to 1<sup>st</sup> Avenue N along 2<sup>nd</sup> Street N. Included with this Agreement are Attachment 1 which further describes the work and estimated reimbursement amounts.

### **2. Performance of Work including Permitting**

As part of the Work, CenturyLink Communications shall have the responsibility to acquire any rights of way, permits, consents and approvals required solely for the Work. Reimburser shall have the responsibility to acquire any permits, consents and approvals required by the Project other than those required solely for the Work. Reimburser agrees to cooperate with CenturyLink Communications in all ways necessary or convenient in CenturyLink Communications seeking such rights of way, permits, consents and approvals for the Work. Reimburser agrees to provide to CenturyLink Communications, upon request, all reasonably necessary survey and plan drawings requested by CenturyLink Communications to complete the Work.

### **3. Time**

Time is of the essence. Work is expected to begin immediate after execution of the Agreement, on or about May 16, 2016.

### **4. Invoicing**

Invoices are to be submitted monthly and will be processed by Reimburser in accordance with the invoicing and payment terms of this Agreement. Separate invoices are required for each month in which costs are incurred for work performed.

In order to process invoices efficiently and to facilitate accurate cost tracking on the project, we are asking for your assistance in providing specific and detailed information on each invoice. Please ensure each invoice includes the following items:

A) A cover page with information that reflects all costs and expenses incurred for the invoicing period by providing the following at a minimum:

- 1) Company Name and Address
- 2) Invoice Number and Date (Each invoice, including resubmittals, are to be uniquely numbered)

- 3) Invoicing Period (Month that charges were incurred)
  - 4) Purchase Order Number \_\_\_\_\_
  - 5) Agreement Number RA-CL003
  - 6) Provide a table for the total Agreement Amount (original estimated/quoted cost) and each budgeted task (See Table 1 Budget Tracking) with the following:
    - a) Agreement Task Title (WP42D3 Utility Relocation North of 1<sup>st</sup> Avenue N)
    - b) Schedule Activity ID (CN-22010)
    - c) Original Agreement Amount (dollar amount estimated in the original estimate/quote)
    - d) Amendment Amount (total dollar amount of all authorized work [Original Agreement Amount plus any additional amendments] as of the date of the invoice)
    - e) Total Agreement Amount (total of Original Agreement Amount and Amendment Amount)
    - f) Previously Invoiced Amount (total dollar amount previously invoiced under this Agreement—not including the current invoice)
    - g) Amount Due this Invoice (total dollar amount for the current invoice for this Agreement)
    - h) Balance Remaining (difference between the Total Agreement Amount and the sum of the Previously Invoiced Amount and the Amount Due This Invoice)
    - i) Estimate at Completion (EAC) - (Total estimated costs at the completion of the scope of work currently authorized for the Agreement. This would include all costs invoiced through the current invoice and any future work. If costs are anticipated to exceed the Total Agreement amount please provide notifications.)
- B) Provide amount of invoice and supporting documentation by task:
- 1) For work provided on a labor and expense basis (at a minimum):
    - a) Labor—For each labor charge, provide the Employee Name, Labor Classification (e.g. Project Manager, Engineer, etc.), total hours for the period, the authorized billing rates, extended totals, and the sum of all the labor for this period for the task.
    - b) Expenses—For each item of expense, provide the following (Note: Reimbursing may request additional information or backup documentation as reasonably required to review and approve expenses) and a total of all expenses:
      - (1) Description of the expense item (e.g., postage, survey stakes)
      - (2) Units and unit prices (if applicable) and amount invoiced. The invoice should contain enough information and explanation for the reviewer to evaluate the justification and reasonableness of the expense item. Where applicable, copies of receipts or vendor invoices should be attached for expense items greater than \$75.
      - (3) Subcontractors—Identify Subcontractor and total amount due to subcontractor. Attach copy of the subcontractor’s invoice. Subcontractor’s invoice should contain the information and documentation as outlined in these invoicing instructions.

Please incorporate the following document control requirements into each invoice submission. Include all detailed invoice documentation in a single “.pdf” (portable document format) file. Each invoice file shall conform to the latest standard file naming convention, reference Table 2 – Invoice Naming for additional details. The invoice naming convention is laid out in seven



elements as follows:

(Element 1\_ Element 2\_ Element 3\_ Element 4\_ Element 5\_ Element 6\_ Element 7.pdf)

The seven file naming convention elements are described as follows:

Element 1 – Sub-Program Code (e.g. System-wide = SW, Mitigation = MAI, Southern Embankment = SEAI)

Element 2 – Project Short Name (e.g. WP42D3)

Element 3 – Originating Company Code (CENTURY = CenturyLink Communications)

Element 4 – Document Type Code (INV = Invoice)

Element 5 – Invoice Number (e.g. 1106)

Element 6 – Contract Owner Code (FMDA)

Element 7 – Document Name (Agreement RA-CL003) Through (Date YYYYMMDD)

**TABLE 1 – Budget Tracking**

Agreement Task Title (a)	Activity ID (b)	Original Agreement Amount (c)	Amendment Amount (d)	Total Agreement Amount (e)	Previously Invoiced Amount (f)	Amount Due this Invoice (g)	Balance Remaining (h)	Estimate At Completion (i)
WP42D3 Utility Relocates Nouth	CN-22010	74,195.92	0	74,195.92				

**TABLE 2 – Invoice Naming**

Agreement Number	Owner	Invoice Naming Convention
RA-CL003	FM Diversion Authority	MAI_WP42D3_CENTURY_INV_[Invoice #]_FMDA_RA-CL003Through20160531

**5. Final Accounting**

The estimated cost of the work is \$74,195.92. Within 120 days after the completion of the Work, CenturyLink Communications shall make a final accounting of costs and expenses for the Work and provide Reimbursing Party an invoice of the same. Reimbursing Party shall pay CenturyLink Communications for such balance due within thirty (30) days after Invoice receipt.

**6. Miscellaneous**

6.1 This Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.

6.2 If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect the original intent of the Parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

6.3 This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.

6.4 The paragraph headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

6.5 This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.

6.6 Reimbursing party may not assign this Agreement without the prior written consent of CenturyLink Communications. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6.7 This Agreement shall be governed by and enforced in accordance with the laws of the State in which the Property is situated.

## 7. **Attachments**

1. CenturyLink Communication Revised Quote Letter dated 5/2/2016.

DRAFT

IN WITNESS WHEREOF, Metro Flood Diversion Authority and CenturyLink Communications have signed this Agreement.

**Metro Flood Diversion Authority:**

**CenturyLink Communications:**

\_\_\_\_\_  
By: Darrell Vanyo

\_\_\_\_\_  
By: \_\_\_\_\_

Title: Board Chair, MFDA

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

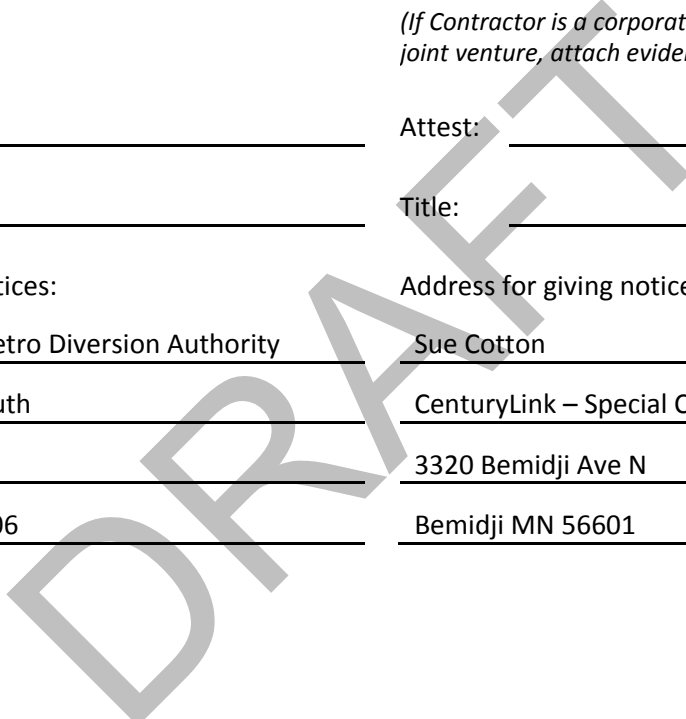
Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Fargo-Moorhead Metro Diversion Authority  
211 Ninth Street South  
Box 2806  
Fargo ND 58108-2806

Sue Cotton  
CenturyLink – Special Construction  
3320 Bemidji Ave N  
Bemidji MN 56601





May 2, 2016

Cass County – FM Diversion Authority  
Darrell Vanyo

File #: 56454  
Revised quote

Dear Mr. Vanyo,

This is a revised quote to relocate existing cable facilities along 2<sup>nd</sup> ST N in Fargo, ND. Work will consist of removing an existing manhole and 2,160 feet of existing duct as well as breaking the concrete encasement off of an existing duct bank. Three existing 4” conduits will be pieced out. We will also place 3,880 feet of 864-strand fiber and grout the inner-ducts through the flood wall. Existing services will be cut to the new facilities and all splicing activities completed. This work falls within the excess construction category which is billable back to the requesting party.

Before we can begin construction, it will be necessary for you to agree to the following terms for the facility relocation. Your revised cost will be \$74,195.92 which includes \$15,868.80 for material and \$58,327.12 for labor.

Please note that this proposal can be withdrawn if it is not accepted within 90 days.

Please direct specific site/construction questions to CenturyLink Engineer Brendan Christenson at (701) 241-3771.

If you wish to proceed please call me at (218) 759-4409 to have a contract forwarded to you from the Resource Allocation Group in Denver, CO.

**PLEASE NOTE The contract will need to be signed and returned with a check or a signed purchase order document before the construction can begin.**

Thank you,

Sue Cotton  
CenturyLink – Special Construction  
3320 Bemidji Ave N  
Bemidji, MN 56601

**Technical Advisory Group Recommendation**

Meeting Date: 5/6/2016

**RECOMMENDATION FOR ACTION:**

The Technical Advisory Group has reviewed and recommends approval of the following Contract Action(s).

**SUMMARY OF AGREEMENT ACTION:**

The Owner’s Representative has reviewed and recommends the following Contract Action(s):

List description of Agreement Action(s):

**Consolidated Communication Inc.** **\$25,000.00**

*Reimbursement Agreement RA-EV-003*

- Relocate fiber communication cable running parallel and north of 1<sup>st</sup> Avenue N.

**Summary of Agreement History and Current Agreement Action:**

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
RA-EV-001	1,324,403.00	0	1,324,403.00	6-June-2015		Relocation of underground facilities along 1 <sup>st</sup> Avenue N (WP-42D1)
RA-EV-001	381,909.00	1,324,403.00	1,706,312.00	8-Oct-2015		Relocation of underground facilities along 2 <sup>nd</sup> St. N and S between 4 <sup>th</sup> Ave S and 1 <sup>st</sup> Ave N (WP-42A2/A3)
RA-EV-003	25,000.00	1,706,312.00	1,731,312.00	12-May-2016		Relocate fiber communication cable under the future WP-42F1S floodwall north of the 1 <sup>st</sup> Avenue N bridge (WP42D3)

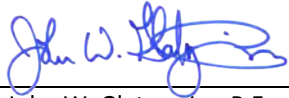
**DISCUSSION**

1. Consolidated Communication (Consolidated) has fiber-optic communication cable that needs to be relocated beneath the WP-42F.1S floodwall. This relocation agreement will reimburse Consolidated for the cost of performing the work. The cable runs parallel and north of the 1<sup>st</sup> Avenue N bridge and the work is estimated to cost \$25,000. CH2M has reviewed this agreement and associated costs and recommends proceeding with the Agreement.

**ATTACHMENT(S):**

1. Reimbursement Agreement RA-EV-003

**Submitted by:**



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John W. Glatzmaier, P.E.  
CH2M  
Project Manager  
Metro Flood Diversion Project

May 6, 2016

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Date

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Keith Berndt, Cass County Administrator

Concur: May 9, 2016 Non-Concur: \_\_\_\_\_

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April Walker, Fargo City Engineer

Concur: May 6, 2016 Non-Concur \_\_\_\_\_

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Mark Bittner, Fargo Director of Engineering

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

---

Jason Benson, Cass County Engineer

Concur: May 6, 2016 Non-Concur \_\_\_\_\_

---

David Overbo, Clay County Engineer

Concur: May 9, 2016 Non-Concur: \_\_\_\_\_

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Robert Zimmerman, Moorhead City Engineer

Concur: May 6, 2016 Non-Concur \_\_\_\_\_

---

Nathan Boerboom, Diversion Authority Project  
Manager

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

## **REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement ("Agreement") is made and entered into and effective this \_\_\_ day of \_\_\_\_\_, 2016, by and between **Consolidated Communication Inc.** (Consolidated) whose mailing address is 121 S 17<sup>th</sup> St, Mattoon, IL 61938, and the **Metro Flood Diversion Authority**, its heirs, successors and assigns and grantees (hereinafter "Reimbursing") whose mailing address is 211 Ninth Street South, Box 2806, Fargo, North Dakota 58108-2806. Consolidated and Reimbursing are referred to as "Party" and "Parties" herein.

### **1. Scope of Work**

Reimbursing recognizes that the Work being requested of Consolidated is to relocate a fiber-optic communication cable in the same general alignment per United States Army Corps of Engineers specifications to accommodate the construction of floodwalls along 2<sup>nd</sup> Street N above and approximately perpendicular to the cable. The cable runs north of and parallel to 1<sup>st</sup> Avenue N. Included with this Agreement are Attachment 1 which further describes the work and estimated reimbursement amounts.

### **2. Performance of Work including Permitting**

As part of the Work, Consolidated shall have the responsibility to acquire any rights of way, permits, consents and approvals required solely for the Work. Reimbursing shall have the responsibility to acquire any permits, consents and approvals required by the Project other than those required solely for the Work. Reimbursing agrees to cooperate with Consolidated in all ways necessary or convenient in Consolidated seeking such rights of way, permits, consents and approvals for the Work. Reimbursing agrees to provide to Consolidated, upon request, all reasonably necessary survey and plan drawings requested by Consolidated to complete the Work.

### **3. Time**

Time is of the essence. Work is expected to begin immediately after execution of the Agreement, on or about May 16, 2016. Work should be complete by June 1, 2016.

### **4. Invoicing**

Invoices are to be submitted monthly and will be processed by Reimbursing in accordance with the invoicing and payment terms of this Agreement. Separate invoices are required for each month in which costs are incurred for work performed.

In order to process invoices efficiently and to facilitate accurate cost tracking on the project, we are asking for your assistance in providing specific and detailed information on each invoice.

Please ensure each invoice includes the following items:

- A) A cover page with information that reflects all costs and expenses incurred for the invoicing period by providing the following at a minimum:
  - 1) Company Name and Address
  - 2) Invoice Number and Date (Each invoice, including resubmittals, are to be uniquely numbered)

- 3) Invoicing Period (Month that charges were incurred)
  - 4) Purchase Order Number \_\_\_\_\_
  - 5) Agreement Number RA-EV003
  - 6) Provide a table for the total Agreement Amount (original estimated/quoted cost) and each budgeted task (See Table 1 Budget Tracking) with the following:
    - a) Agreement Task Title (WP42D3 Utility Relocation North of 1<sup>st</sup> Avenue N)
    - b) Schedule Activity ID (CN-54050)
    - c) Original Agreement Amount (dollar amount estimated in the original estimate/quote)
    - d) Amendment Amount (total dollar amount of all authorized work [Original Agreement Amount plus any additional amendments] as of the date of the invoice)
    - e) Total Agreement Amount (total of Original Agreement Amount and Amendment Amount)
    - f) Previously Invoiced Amount (total dollar amount previously invoiced under this Agreement—not including the current invoice)
    - g) Amount Due this Invoice (total dollar amount for the current invoice for this Agreement)
    - h) Balance Remaining (difference between the Total Agreement Amount and the sum of the Previously Invoiced Amount and the Amount Due This Invoice)
    - i) Estimate at Completion (EAC) - (Total estimated costs at the completion of the scope of work currently authorized for the Agreement. This would include all costs invoiced through the current invoice and any future work. If costs are anticipated to exceed the Total Agreement amount please provide notifications.)
- B) Provide amount of invoice and supporting documentation by task:
- 1) For work provided on a labor and expense basis (at a minimum):
    - a) Labor—For each labor charge, provide the Employee Name, Labor Classification (e.g. Project Manager, Engineer, etc.), total hours for the period, the authorized billing rates, extended totals, and the sum of all the labor for this period for the task
    - b) Expenses—For each item of expense, provide the following (Note: Reimbursing may request additional information or backup documentation as reasonably required to review and approve expenses) and a total of all expenses:
      - (1) Description of the expense item (e.g., postage, survey stakes)
      - (2) Units and unit prices (if applicable) and amount invoiced. The invoice should contain enough information and explanation for the reviewer to evaluate the justification and reasonableness of the expense item. Where applicable, copies of receipts or vendor invoices should be attached for expense items greater than \$75.
      - (3) Subcontractors—Identify Subcontractor and total amount due to subcontractor. Attach copy of the subcontractor’s invoice. Subcontractor’s invoice should contain the information and documentation as outlined in these invoicing instructions.

Please incorporate the following document control requirements into each invoice submission. Include all detailed invoice documentation in a single “.pdf” (portable document format) file. Each invoice file shall conform to the latest standard file naming convention, reference Table 2 – Invoice Naming for additional details. The invoice naming convention is laid out in seven



elements as follows:

(Element 1\_ Element 2\_ Element 3\_ Element 4\_ Element 5\_ Element 6\_ Element 7.pdf)

The seven file naming convention elements are described as follows:

Element 1 – Sub-Program Code (e.g. System-wide = SW, Mitigation = MAI, Southern Embankment = SEAI)

Element 2 – Project Short Name (e.g. WP42D3)

Element 3 – Originating Company Code (CONC = Consolidated)

Element 4 – Document Type Code (INV = Invoice)

Element 5 – Invoice Number (e.g. 1106)

Element 6 – Contract Owner Code (FMDA)

Element 7 – Document Name (Agreement RA-EV-003) Through (Date YYYYMMDD)

**TABLE 1 – Budget Tracking**

Agreement Task Title (a)	Activity ID (b)	Original Agreement Amount (c)	Amendment Amount (d)	Total Agreement Amount (e)	Previously Invoiced Amount (f)	Amount Due this Invoice (g)	Balance Remaining (h)	Estimate At Completion (i)
WP42D3 Utility Relocates North	CN-54050	25,000	0	25,000				

**TABLE 2 – Invoice Naming**

Agreement Number	Owner	Invoice Naming Convention
RA-EV003	FM Diversion Authority	MAI_WP42D3_CONC_INV_[Invoice #]_FMDA_RA-EV-003Through20160531

5. **Final Accounting**

The estimated cost of the work is \$25,000. Within 120 days after the completion of the Work, Consolidated shall make a final accounting of costs and expenses for the Work and provide Reimbursing an invoice of the same. Reimbursing shall pay Consolidated for such balance due within thirty (30) days after Invoice receipt.

6. **Miscellaneous**

6.1 This Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.

6.2 If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect the original intent of the Parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

6.3 This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.

6.4 The paragraph headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

6.5 This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.

6.6 Reimbursing party may not assign this Agreement without the prior written consent of Consolidated. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6.7 This Agreement shall be governed by and enforced in accordance with the laws of the State in which the Property is situated.

## 7. **Attachments**

1. Consolidated Payment Agreement with Cost Proposal and Figure.

DRAFT

IN WITNESS WHEREOF, Metro Flood Diversion Authority and Consolidated have signed this Agreement.

**Metro Flood Diversion Authority:**

**Consolidated Communication Inc.:**

\_\_\_\_\_  
By: Darrell Vanyo

\_\_\_\_\_  
By: \_\_\_\_\_

Title: Board Chair, MFDA

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

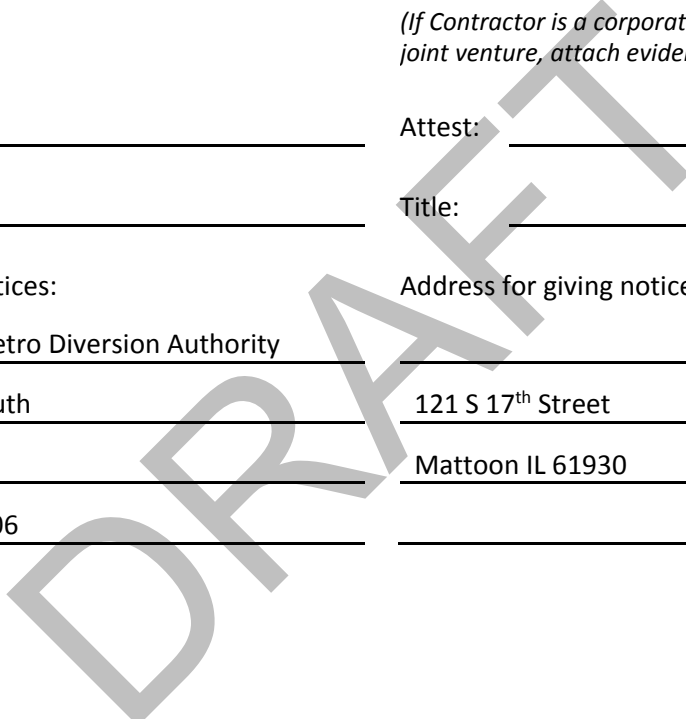
Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Fargo-Moorhead Metro Diversion Authority  
211 Ninth Street South  
Box 2806  
Fargo ND 58108-2806

121 S 17<sup>th</sup> Street  
Mattoon IL 61930



## **PAYMENT AGREEMENT**

This Payment Agreement (the “Agreement”) is entered into by and between Consolidated Communication Incorporated (“Consolidated”), with its principle place of business at 121 S 17<sup>th</sup> St, Mattoon, IL 61938 and FM Area Diversion Authority (“Diversion Authority”), with its principle place of business at Box 2806, 211 Ninth Street South, Fargo, ND 58108.

**WHEREAS**, Consolidated operates facility based telecommunications services and provides services to customers in the greater Fargo area.

**WHEREAS**, Consolidated has lawfully placed certain facilities including fiber optic cable within City of Fargo Right of Way.

**WHEREAS**, Diversion Authority now desires for Consolidated to relocate facilities underneath the flood wall footing structure to accommodate its plan for a flood wall infrastructure known as **Project WP-42F.1.S**

**WHEREAS**, Diversion Authority has provided project plans to Consolidated and Consolidated has determined costs for relocations based on those plans.

**NOW THEREFORE**, in consideration of the mutual promises as set forth in this Agreement and for other good and valuable consideration, the Parties hereby as follows:

1. **Consolidated** agrees to relocate its utilities underneath the flood wall footing structure at the intersection of 2<sup>nd</sup> St N & 1<sup>st</sup> Ave N in Fargo, ND. Consolidated will be removing their existing conduit underneath the flood wall and their utilities will be direct buried underneath the flood wall structure to eliminate the need for filling the existing conduits with a grout mixture. Consolidated has 5 existing conduits all filled with fiber optic utilities.
  
2. **Diversion Authority** will compensate Consolidated for work to relocate its facilities below the flood wall footings. Based on the plans provided, Consolidated has made a good faith estimate of these costs to be \$25,000. Diversion Authority agrees to pay 100% of the relocation costs and make payment to Consolidated as soon as the relocation has been completed.

3. **Changes.** In the event of changes in the Diversion Authority project or other unforeseen events that may cause Consolidated to incur additional costs, Consolidated shall notify in writing to the Diversion Authority of the additional cost and reserves the right to submit additional costs to the Diversion Authority for payment.

4. **Authorization.** The Parties and their undersigned representatives hereby represent and warrant that they are authorized to bind the entities on whose behalf they enter into this Settlement Agreement.

5. **Effective Date.** This Agreement shall be effective on the date it has been executed by all Parties.

6. **Electronic Signatures and Counterparts.** The Parties agree that signatures contained in an electronic or faxed copy of this Settlement Agreement shall be sufficient to bind the Parties and shall have the same effect as an original, ink-signed signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7. **Interpretation and Drafting.** This Agreement shall also be construed as a whole according to its fair meaning. The Parties agree that this Agreement shall not be construed in favor of or against either party.

8. **Entire Agreement and No Representations.** The Parties agree that this Agreement constitutes the entire agreement between Consolidated and the Diversion Authority. Each party acknowledges that the other party and its attorneys have made no representations or promises other than those in this Agreement and each party specifically disclaims any representations or promises except to the extent that they are contained in this Agreement.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of North Dakota.

Signature page follows.

Each Party's signature below represents that it has read and understood, and accepts the terms and conditions of this agreement.

Date: \_\_\_\_\_, 2016

By: \_\_\_\_\_

\_\_\_\_\_  
( printed name)

Title: \_\_\_\_\_

**Consolidated Communication Incorporated**

Date: \_\_\_\_\_, 2016

By: \_\_\_\_\_

\_\_\_\_\_  
(printed name)

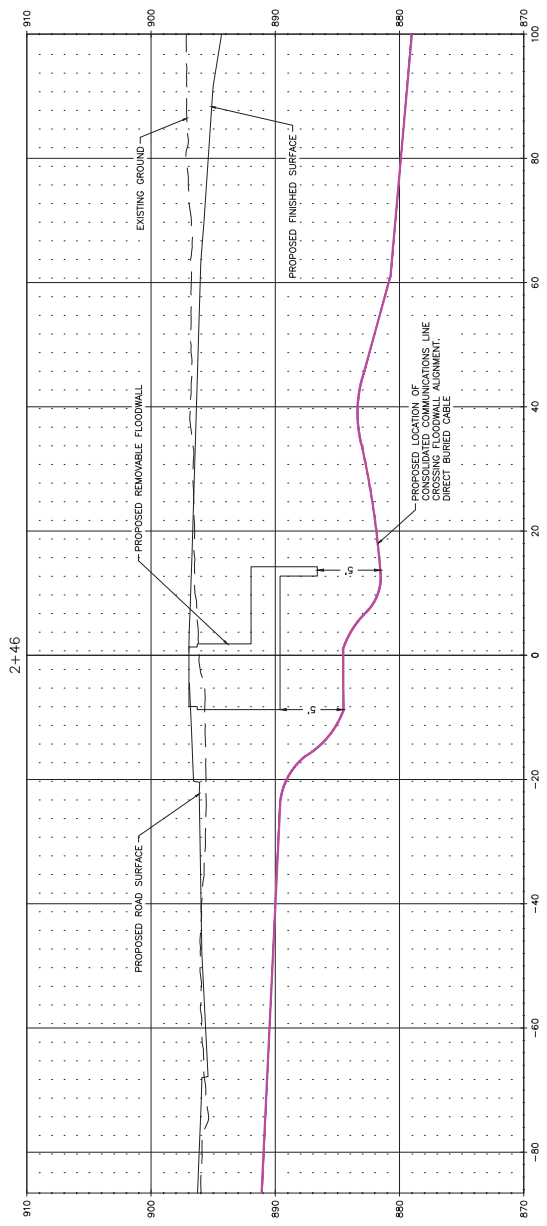
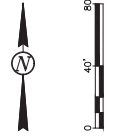
Title: \_\_\_\_\_



HOUSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEVELS  
 2ND STREET N FLOODWALL  
 RED RIVER OF THE NORTH RIVER BASIN  
 FARGO-MOORHEAD FLOOD RISK MANAGEMENT  
 CASS COUNTY, NORTH DAKOTA  
 CONSOLIDATED COMM. RELOCATION UNDER FLOODWALL

4 OF 4



ELEVATION DATUM (VERTICAL CONTROL)  
 COORDINATE SYSTEM (HORIZONTAL CONTROL)  
 FARGO GROUND - US SURVEY FEET  
 NAD 83 (1983)

DATE:	3/30/16
DRAWN BY:	TRK
CHECKED BY:	RGE
PROJ. MANAGER:	COT
PROJ. ENGINEER:	
FILE NAME:	
RECORD:	
REVISION:	
REVISION:	
REVISION:	

**Technical Advisory Group Recommendation**

Meeting Date: 5/6/2016

**RECOMMENDATION FOR ACTION:**

The Technical Advisory Group has reviewed and recommends approval of the following Contract Action(s).

**SUMMARY OF AGREEMENT ACTION:**

The Owner’s Representative has reviewed and recommends the following Contract Action(s):

List description of Agreement Action(s):

**City of Fargo** **\$ 14,720.00**

*Reimbursement Agreement RA-CF-001*

- Relocate fiber communication cable running parallel and north of 1<sup>st</sup> Avenue N.

**Summary of Agreement History and Current Agreement Action:**

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
RA-CF-001	14,720.00	0	14,720.00	12-May-2016		Relocation of underground facilities along 1 <sup>st</sup> Avenue N (WP-42D1)

**DISCUSSION**

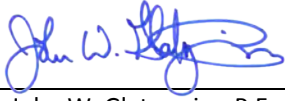
1. The City of Fargo has a fiber-optic communication cable that needs to be relocated deeper than it is currently buried so the WP-42F.1S floodwall can be constructed over it. This relocation agreement will reimburse the City of Fargo for the cost of performing the work. The cable runs parallel and north of the 1<sup>st</sup> Avenue N bridge and the work is estimated to cost \$14,720. CH2M has reviewed this agreement and associated costs and recommends proceeding with the Agreement.

**ATTACHMENT(S):**

1. Reimbursement Agreement RA-CF-001



**Submitted by:**



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John W. Glatzmaier, P.E.  
CH2M  
Project Manager  
Metro Flood Diversion Project

May, 6, 2016

---

Date

---

Keith Berndt, Cass County Administrator

Concur: May 9, 2016 Non-Concur: \_\_\_\_\_

---

April Walker, Fargo City Engineer

Concur: May 6, 2016 Non-Concur \_\_\_\_\_

---

Mark Bittner, Fargo Director of Engineering

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

---

Jason Benson, Cass County Engineer

Concur: May 6, 2016 Non-Concur \_\_\_\_\_

---

David Overbo, Clay County Engineer

Concur: May 9, 2016 Non-Concur: \_\_\_\_\_

---

Robert Zimmerman, Moorhead City Engineer

Concur: May 6, 2016 Non-Concur \_\_\_\_\_

---

Nathan Boerboom, Diversion Authority Project  
Manager

Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

## **REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement ("Agreement") is made and entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **City of Fargo, ND** whose mailing address is 200 3<sup>rd</sup> Street N, Fargo, ND 58102 and the **Metro Flood Diversion Authority**, its heirs, successors and assigns and grantees (hereinafter "Reimbursers") whose mailing address is 211 Ninth Street South, Box 2806, Fargo, North Dakota 58108-2806. City of Fargo and Reimbursers are referred to as "Party" and "Parties" herein.

### **1. Scope of Work**

Reimbursers recognize that the Work being requested of City of Fargo is to relocate a fiber-optic communication cable in the same general alignment per United States Army Corps of Engineers specifications to accommodate the construction of floodwalls along 2<sup>nd</sup> Street N above and approximately perpendicular to the cable. The cable runs north of and parallel to 1<sup>st</sup> Avenue N. Included with this Agreement are Attachments 1 and 2 which further describe the work and estimated reimbursement amounts.

### **2. Performance of Work including Permitting**

As part of the Work, City of Fargo shall have the responsibility to acquire any rights of way, permits, consents and approvals required solely for the Work. Reimbursers shall have the responsibility to acquire any permits, consents and approvals required by the Project other than those required solely for the Work. Reimbursers agree to cooperate with City of Fargo in all ways necessary or convenient in City of Fargo seeking such rights of way, permits, consents and approvals for the Work. Reimbursers agree to provide to City of Fargo, upon request, all reasonably necessary survey and plan drawings requested by City of Fargo to complete the Work.

### **3. Time**

Time is of the essence. Work is expected to begin immediately after execution of the Agreement, on or about May 16, 2016. Work should be complete by June 1, 2016.

### **4. Invoicing**

Invoices are to be submitted monthly and will be processed by Reimbursers in accordance with the invoicing and payment terms of this Agreement. Separate invoices are required for each month in which costs are incurred for work performed.

In order to process invoices efficiently and to facilitate accurate cost tracking on the project, we are asking for your assistance in providing specific and detailed information on each invoice.

Please ensure each invoice includes the following items:

A) A cover page with information that reflects all costs and expenses incurred for the invoicing period by providing the following at a minimum:

- 1) Company Name and Address
- 2) Invoice Number and Date (Each invoice, including resubmittals, are to be uniquely numbered)

- 3) Invoicing Period (Month that charges were incurred)
  - 4) Purchase Order Number \_\_\_\_\_
  - 5) Agreement Number RA-CF-001
  - 6) Provide a table for the total Agreement Amount (original estimated/quoted cost) and each budgeted task (See Table 1 Budget Tracking) with the following:
    - a) Agreement Task Title (WP42D3 Utility Relocation North of 1<sup>st</sup> Avenue N)
    - b) Schedule Activity ID (CN-54040)
    - c) Original Agreement Amount (dollar amount estimated in the original estimate/quote)
    - d) Amendment Amount (total dollar amount of all authorized work [Original Agreement Amount plus any additional amendments] as of the date of the invoice)
    - e) Total Agreement Amount (total of Original Agreement Amount and Amendment Amount)
    - f) Previously Invoiced Amount (total dollar amount previously invoiced under this Agreement—not including the current invoice)
    - g) Amount Due this Invoice (total dollar amount for the current invoice for this Agreement)
    - h) Balance Remaining (difference between the Total Agreement Amount and the sum of the Previously Invoiced Amount and the Amount Due This Invoice)
    - i) Estimate at Completion (EAC) - (Total estimated costs at the completion of the scope of work currently authorized for the Agreement. This would include all costs invoiced through the current invoice and any future work. If costs are anticipated to exceed the Total Agreement amount please provide notifications.)
- B) Provide amount of invoice and supporting documentation by task:
- 1) For work provided on a labor and expense basis (at a minimum):
    - a) Labor—For each labor charge, provide the Employee Name, Labor Classification (e.g. Project Manager, Engineer, etc.), total hours for the period, the authorized billing rates, extended totals, and the sum of all the labor for this period for the task
    - b) Expenses—For each item of expense, provide the following (Note: Reimbursing may request additional information or backup documentation as reasonably required to review and approve expenses) and a total of all expenses:
      - (1) Description of the expense item (e.g., postage, survey stakes)
      - (2) Units and unit prices (if applicable) and amount invoiced. The invoice should contain enough information and explanation for the reviewer to evaluate the justification and reasonableness of the expense item. Where applicable, copies of receipts or vendor invoices should be attached for expense items greater than \$75.
      - (3) Subcontractors—Identify Subcontractor and total amount due to subcontractor. Attach copy of the subcontractor’s invoice. Subcontractor’s invoice should contain the information and documentation as outlined in these invoicing instructions.

Please incorporate the following document control requirements into each invoice submission. Include all detailed invoice documentation in a single “.pdf” (portable document format) file. Each invoice file shall conform to the latest standard file naming convention, reference Table 2 – Invoice Naming for additional details. The invoice naming convention is laid out in seven

elements as follows:

(Element 1\_ Element 2\_ Element 3\_ Element 4\_ Element 5\_ Element 6\_ Element 7.pdf)

The seven file naming convention elements are described as follows:

Element 1 – Sub-Program Code (e.g. System-wide = SW, Mitigation = MAI, Southern Embankment = SEAI)

Element 2 – Project Short Name (e.g. WP42D3)

Element 3 – Originating Company Code (COF = City of Fargo)

Element 4 – Document Type Code (INV = Invoice)

Element 5 – Invoice Number (e.g. 1106)

Element 6 – Contract Owner Code (FMDA)

Element 7 – Document Name (Agreement RA-CF-001)

**TABLE 1 – Budget Tracking**

Agreement Task Title (a)	Activity ID (b)	Original Agreement Amount (c)	Amendment Amount (d)	Total Agreement Amount (e)	Previously Invoiced Amount (f)	Amount Due this Invoice (g)	Balance Remaining (h)	Estimate At Completion (i)
WP42D3 Utility Relocates North	CN-54040	14,720.00	0	14,720.00				

**TABLE 2 – Invoice Naming**

Agreement Number	Owner	Invoice Naming Convention
RA-CF001	FM Diversion Authority	MAI_WP42D3_COF_INV_[Invoice #]_FMDA_RA-CF-001Through20160531

**5. Final Accounting**

The estimated cost of the work is \$14,720. Within 120 days after the completion of the Work, City of Fargo shall make a final accounting of costs and expenses for the Work and provide Reimbursing Party an invoice of the same. Reimbursing Party shall pay City of Fargo for such balance due within thirty (30) days after Invoice receipt.

**6. Miscellaneous**

6.1 This Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.

6.2 If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect the original intent of the Parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

6.3 This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.

6.4 The paragraph headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

6.5 This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.

6.6 Reimbursing party may not assign this Agreement without the prior written consent of City of Fargo. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6.7 This Agreement shall be governed by and enforced in accordance with the laws of the State in which the Property is situated.

## 7. **Attachments**

1. City of Fargo Letter dated 5/06/2016 with Quote from MVM Engineering.

DRAFT

IN WITNESS WHEREOF, Metro Flood Diversion Authority and City of Fargo have signed this Agreement.

**Metro Flood Diversion Authority:**

**City of Fargo:**

\_\_\_\_\_  
By: Darrell Vanyo

\_\_\_\_\_  
By: \_\_\_\_\_

Title: Board Chair, MFDA

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

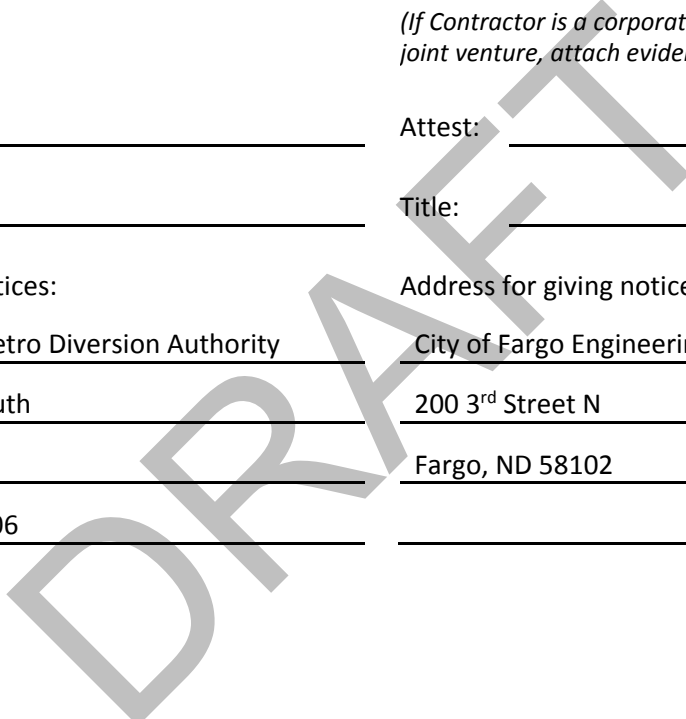
Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Fargo-Moorhead Metro Diversion Authority  
211 Ninth Street South  
Box 2806  
Fargo ND 58108-2806

City of Fargo Engineering Department  
200 3<sup>rd</sup> Street N  
Fargo, ND 58102





**ENGINEERING DEPARTMENT**

200 3rd Street North  
Fargo, North Dakota 58102  
Phone: (701) 241-1545  
Fax: (701) 241-8101  
E-Mail: [feng@cityoffargo.com](mailto:feng@cityoffargo.com)

May 6, 2016

FM Diversion Authority  
Attn: Keith Berndt  
Box 2806  
Fargo, ND 58108

Re: City of Fargo fiber lowering for the 2<sup>nd</sup> Street North Floodwall Project  
(WP42F.1.S)

Dear Mr. Berndt:

We have received a revised quote for the work that will be completed in 2016 to lower the City fiber at the floodwall for the 2<sup>nd</sup> Street North Floodwall Project (WP42F.1.S). We would like approval for this revised amount of \$14,720 to move forward with the work and will request reimbursement once complete.

Respectfully submitted,

A handwritten signature in blue ink that reads "B. E. Derrig".

Brenda E. Derrig, P.E.  
Division Engineer – Engineering Services

BED/bem  
Enclosure

C: Ron Gronneberg  
Jenica Flanagan

# Quote



3350 35th Ave S  
 Fargo, ND 58104  
 Phone: (701) 205-1330  
 Fax: (701) 205-1338  
 www.mvmcontracting.com

Date	Estimate #
5/5/2016	Downtown

Name / Address
City of Fargo 200 N 3rd St Fargo, ND 58102

P.O. No.	Due Date	Project
Ron	6/4/2016	

Qty	Item	Description	Cost	Total
1	Equipment Rental Backhoe with O... Laborer Misc. Material	Equipment Rental, Labor, and Testing for 2nd St N/Downtown In-town levee project. Proposal is to backhoe existing fibers back to get enough slack to direct bury under permanent floodwall.  Equipment rental Backhoe with Operator Laborer Compaction Testing  -NOTE: Proposal is based on digging 40 ft wide by 16 ft deep hole based on the diagram provided by Houston Engineering on 4/11/16 -NOTE: Proposal is based on backfilling hole with existing clay fill. Proposal excludes hauling fill to and from site -NOTE: Any additional work not listed above will be billed on a time and material basis	14,720.00	14,720.00
<b>Total</b>				<b>\$14,720.00</b>

This is a quotation on the goods named, subject to the considerations noted below:  
 Items that are not specifically noted in this agreement have not been quoted. Any items not quoted that are added to the project are considered additions and will be billed as extras to the project. The stated price will be valid for thirty days. Thank you for the opportunity to bid this project. If you have any questions please contact Brent Pescion. To accept this quotation, sign, date and return.

We look forward to working with you!



**Technical Advisory Group Recommendation**

Meeting Date: 5/6/2016

**RECOMMENDATION FOR ACTION:**

The Technical Advisory Group has reviewed and recommends approval of the following Contract Action(s).

**SUMMARY OF AGREEMENT ACTION:**

The Owner’s Representative has reviewed and recommends the following Contract Action(s):

List description of Agreement Action(s):

**Xcel Energy**

**\$34,545.76**

*Reimbursement Agreement RA-XL-006*

- Provide temporary power to the WP-42A.2 Lift Station near 2nd Street N and 3rd Ave. N.

**Summary of Agreement History and Current Agreement Action:**

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
RA-XL-001	53,641.97	0	53,641.97	8-May-2015		Temporarily relocate 3 Phase primary line in conflict with sanitary sewer and floodwall installation along 2 <sup>nd</sup> Street South.
RA-XL-002	700,000.00	53,641.97	753,641.97	11-Jun-2015		Convert Xcel’s overhead feeders along 2nd St N in Fargo to underground for the upcoming installation of a flood wall/levee system.
RA-XL-003	16,275.85	753,641.97	769,917.82	19-Aug-2015		Install 75 KVA transformer for basketball court and warming house (42A1/A3).
RA-XL-004	55,000.00	769,917.82	824,917.82	19-Aug-2015		Relocate existing overhead feeder lines to a new location west of the dig area for the 2nd Street North flood control project.
RA-XL-005	65,613.11	824,917.82	890,530.93	29-Oct-2015		Provide permanent power to the new 4th Street Pump Station.
RA-XL-006	34,545.76	890,530.93	925,076.69	12-May-2016		Provide power to the WP-42A.2 Pump Station 2nd Street N.

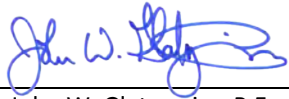
**DISCUSSION**

1. Xcel Energy is providing power from the temporary overhead supply to the WP-42A.2 Pump Station to facility completion of pump station and removal/relocation of WP-42F.1S underground storm sewer utilities to maintain project schedule. This relocation agreement will reimburse Xcel Energy for the cost of performing the work. CH2M has reviewed this agreement and associated costs and recommends proceeding with the Agreement.

**ATTACHMENT(S):**

- 1. Xcel Energy Cost Proposal RA-XL-006

**Submitted by:**



John W. Glatzmaier, P.E.  
CH2M  
Project Manager  
Metro Flood Diversion Project

May 6, 2016

Date

Keith Berndt, Cass County Administrator  
Concur: May 9, 2016 Non-Concur: \_\_\_\_\_

April Walker, Fargo City Engineer  
Concur: May 9, 2016 Non-Concur \_\_\_\_\_

Mark Bittner, Fargo Director of Engineering  
Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

Jason Benson, Cass County Engineer  
Concur: May 9, 2016 Non-Concur \_\_\_\_\_

David Overbo, Clay County Engineer  
Concur: May 9, 2016 Non-Concur: \_\_\_\_\_

Robert Zimmerman, Moorhead City Engineer  
Concur: May 6, 2016 Non-Concur \_\_\_\_\_

Nathan Boerboom, Diversion Authority Project  
Manager  
Concur: May 6, 2016 Non-Concur: \_\_\_\_\_

## **REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement ("Agreement") is made and entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **Xcel Energy** (Xcel) whose mailing address is 2302 Great Northern Drive, Fargo, ND 58102, and the **Metro Flood Diversion Authority**, its heirs, successors and assigns and grantees (hereinafter "Reimbursing Party") whose mailing address is 211 Ninth Street South, Box 2806, Fargo, North Dakota 58108-2806. Xcel and Reimbursing Party are referred to as "Party" and "Parties" herein.

### **1. Scope of Work**

Reimbursing Party recognizes that the Work being requested of Xcel is to supply temporary power to the WP-42A.2 Lift Station near 2<sup>nd</sup> Street N and 3<sup>rd</sup> Avenue N. Xcel intends to access power from the temporary pole to the south of the station, install underground service under the proposed sidewalk along the west side of the proposed 2<sup>nd</sup> Street N route, cross the proposed 2<sup>nd</sup> Street N route southwest of the Lift Station, and install a transformer on a concrete pad prepared by Industrial Builders Inc. Once the permanent electric supply line is installed in the area, the underground portion of this installation will be permanently spliced into it. Included with this Agreement are Attachment 1 which further describes the work and estimated reimbursement amounts.

### **2. Performance of Work including Permitting**

As part of the Work, Xcel shall have the responsibility to acquire any rights of way, permits, consents and approvals required solely for the Work. Reimbursing Party shall have the responsibility to acquire any permits, consents and approvals required by the Project other than those required solely for the Work. Reimbursing Party agrees to cooperate with Xcel in all ways necessary or convenient in Xcel seeking such rights of way, permits, consents and approvals for the Work. Reimbursing Party agrees to provide to Xcel, upon request, all reasonably necessary survey and plan drawings requested by Xcel to complete the Work.

### **3. Time**

Time is of the essence. Work is expected to begin immediately after execution of the Agreement, on or about May 16, 2016.

### **4. Invoicing**

Invoices are to be submitted monthly and will be processed by Reimbursing Party in accordance with the invoicing and payment terms of this Agreement. Separate invoices are required for each month in which costs are incurred for work performed.

In order to process invoices efficiently and to facilitate accurate cost tracking on the project, we are asking for your assistance in providing specific and detailed information on each invoice.

Please ensure each invoice includes the following items:

- A) A cover page with information that reflects all costs and expenses incurred for the invoicing period by providing the following at a minimum:

- 1) Company Name and Address

- 2) Invoice Number and Date (Each invoice, including resubmittals, are to be uniquely numbered)
  - 3) Invoicing Period (Month that charges were incurred)
  - 4) Purchase Order Number \_\_\_\_\_
  - 5) Agreement Number RA-XL-006
  - 6) Provide a table for the total Agreement Amount (original estimated/quoted cost) and each budgeted task (See Table 1 Budget Tracking) with the following:
    - a) Agreement Task Title (WP42D4 Utility Relocation North of 1<sup>st</sup> Avenue N)
    - b) Schedule Activity ID (CN-56200)
    - c) Original Agreement Amount (dollar amount estimated in the original estimate/quote)
    - d) Amendment Amount (total dollar amount of all authorized work [Original Agreement Amount plus any additional amendments] as of the date of the invoice)
    - e) Total Agreement Amount (total of Original Agreement Amount and Amendment Amount)
    - f) Previously Invoiced Amount (total dollar amount previously invoiced under this Agreement—not including the current invoice)
    - g) Amount Due this Invoice (total dollar amount for the current invoice for this Agreement)
    - h) Balance Remaining (difference between the Total Agreement Amount and the sum of the Previously Invoiced Amount and the Amount Due This Invoice)
    - i) Estimate at Completion (EAC) - (Total estimated costs at the completion of the scope of work currently authorized for the Agreement. This would include all costs invoiced through the current invoice and any future work. If costs are anticipated to exceed the Total Agreement amount please provide notifications.)
- B) Provide amount of invoice and supporting documentation by task:
- 1) For work provided on a labor and expense basis (at a minimum):
    - a) Labor—For each labor charge, provide the Employee Name, Labor Classification (e.g. Project Manager, Engineer, etc.), total hours for the period, the authorized billing rates, extended totals, and the sum of all the labor for this period for the task
    - b) Expenses—For each item of expense, provide the following (Note: Reimbursing party may request additional information or backup documentation as reasonably required to review and approve expenses) and a total of all expenses:
      - (1) Description of the expense item (e.g., postage, survey stakes)
      - (2) Units and unit prices (if applicable) and amount invoiced. The invoice should contain enough information and explanation for the reviewer to evaluate the justification and reasonableness of the expense item. Where applicable, copies of receipts or vendor invoices should be attached for expense items greater than \$75.
      - (3) Subcontractors—Identify Subcontractor and total amount due to subcontractor. Attach copy of the subcontractor's invoice. Subcontractor's invoice should contain the information and documentation as outlined in these invoicing instructions.

Please incorporate the following document control requirements into each invoice submission. Include all detailed invoice documentation in a single “.pdf” (portable document format) file.

Each invoice file shall conform to the latest standard file naming convention, reference Table 2 – Invoice Naming for additional details. The invoice naming convention is laid out in seven elements as follows:

(Element 1\_ Element 2\_ Element 3\_ Element 4\_ Element 5\_ Element 6\_ Element 7.pdf)

The seven file naming convention elements are described as follows:

Element 1 – Sub-Program Code (e.g. System-wide = SW, Mitigation = MAI, Southern Embankment = SEAI)

Element 2 – Project Short Name (e.g. WP42D4)

Element 3 – Originating Company Code (XCEL = Xcel)

Element 4 – Document Type Code (INV = Invoice)

Element 5 – Invoice Number (e.g. 1106)

Element 6 – Contract Owner Code (FMDA)

Element 7 – Document Name (Agreement RA-XL-006) Through (Date YYYYMMDD)

**TABLE 1 – Budget Tracking**

Agreement Task Title (a)	Activity ID (b)	Original Agreement Amount (c)	Amendment Amount (d)	Total Agreement Amount (e)	Previously Invoiced Amount (f)	Amount Due this Invoice (g)	Balance Remaining (h)	Estimate At Completion (i)
WP42D4 Temporary power to 2 <sup>nd</sup> St. N Lift Station	CN-56200	34,545.76	0	34,545.76				

**TABLE 2 – Invoice Naming**

Agreement Number	Owner	Invoice Naming Convention
RA-XL-006	FM Diversion Authority	MAI_WP42D4_XCEL_INV_[Invoice #]_FMDA_RA-XL-006Through20160531

5. **Final Accounting**

The estimated cost of the work is \$34,545.76. Within 120 days after the completion of the Work, Xcel shall make a final accounting of costs and expenses for the Work and provide Reimbursers an invoice of the same. Reimbursers shall pay Xcel for such balance due within thirty (30) days after Invoice receipt.

6. **Miscellaneous**

6.1 This Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.

6.2 If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect the original intent of the Parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

6.3 This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.

6.4 The paragraph headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

6.5 This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.

6.6 Reimbursing party may not assign this Agreement without the prior written consent of Xcel. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6.7 This Agreement shall be governed by and enforced in accordance with the laws of the State in which the Property is situated.

## 7. **Attachments**

1. Xcel Underground Utility Agreement dated 5/6/2016 with proposed construction drawing

IN WITNESS WHEREOF, Metro Flood Diversion Authority and Xcel have signed this Agreement.

**Metro Flood Diversion Authority:**

**Xcel Communication Inc.:**

\_\_\_\_\_  
By: Darrell Vanyo

\_\_\_\_\_  
By: \_\_\_\_\_

Title: Board Chair, MFDA

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

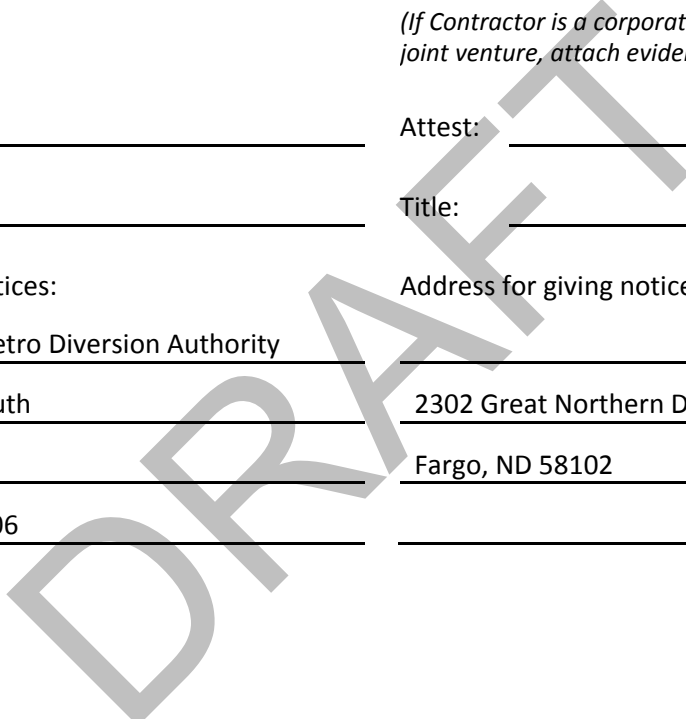
Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Fargo-Moorhead Metro Diversion Authority  
211 Ninth Street South  
Box 2806  
Fargo ND 58108-2806

2302 Great Northern Drive  
Fargo, ND 58102





**UNDERGROUND SERVICE FORM**

In consideration of Northern States Power Company, a Minnesota corporation ("Xcel Energy") hereinafter called "Xcel Energy", extending its facilities to make 277/480 volt, THREE phase, 4 wire underground service available to (Customer) INDUSTRIAL BUILDERS INC at (Service Address) 200 2ND ST N (City) FARGO, ND 58102 the sum of \_\_\_\_\_ Dollars (\$ 34,545.76 ) will be paid to Xcel Energy by (if other than above) FM DIVERSION BOARD OF AUTHORITY Address (if other than above) 211 NINTH STREET SOUTH City/State/Zip FARGO, ND 58108 In accordance with the following terms:

---

Receipt of the above amount hereby acknowledged on behalf of Xcel Energy by TRAVIS LILL

1. The Customer hereby grants Xcel Energy the right, privilege and easement to install, operate and maintain its underground facilities on the property as described above and/or the approximate location as shown on the attached "Exhibit A".
2. The Customer also agrees that, prior to Xcel Energy starting work, Customer shall ensure that (a) the route of Xcel Energy's underground installation shall be accessible to Xcel Energy's equipment; (b) all obstructions shall be removed from such route at no cost or expense to Xcel Energy; (c) all privately-owned underground facilities such as sewer, water, sprinkler systems, invisible fences, or gas, electric or communication lines are marked or exposed; (d) ground elevation along the route shall not be above or more than four (4) inches below the finished grade; and (e) the area under the transformer pad shall be compacted to at least 2000 lbs./sq. ft.
3. FM DIVERSION BOARD OF AUTHORITY agrees to pay all additional costs incurred by Xcel Energy because of (a) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc., and (b) sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route. Xcel Energy will backfill trench with existing soil. Restoration of construction area on Customer property is the responsibility of the Customer.
4. Xcel Energy is not responsible for any Customer-owned underground facilities not marked or exposed at the time service is installed.
5. The underground installation may be subject to a winter construction charge if construction occurs between October 1 and April 15. FM DIVERSION BOARD OF AUTHORITY agrees to pay this charge if Xcel Energy determines winter conditions, as defined in the General Rules and Regulations of Xcel Energy's Electric Rate Book as they exist at the time the underground facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the Customer is ready to accept electrical service, has executed this form and has notified Xcel Energy in writing that the requirements of Paragraph 2 hereof have been fulfilled.
6. The underground facilities installed by Xcel Energy, shall be the property of Xcel Energy and any payments made by the Customer, or their Customer's contractor, shall not entitle the Customer to any ownership interest or rights therein.
7. The Customer agrees to pay the cost of installing or relocating any portion of said underground facilities from the Company's designated location, if relocation is made to accommodate the customer's needs, or necessary because of Customer alterations to the grade, additions to structures, installation of patios, decks or gardens or any other surface or subsurface condition that makes maintenance of Xcel Energy's facilities impractical.
8. Customer must provide, at minimum, the following clearance around the transformer: front, 10 feet; sides and back, 2 feet. EXCEPTION: side facing building must have 30" clearance. These clearances must be at the same grade as the transformers. If screening is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. The area must be accessible 24 hours a day.





\$ <u>0.00</u> Excess U.G. Distribution Lateral (Primary Cable)	\$ <u>0.00</u> Winter Const. Charge (See Paragraph 5)
\$ <u>0.00</u> Excess U.G. Service Lateral	\$ <u>0.00</u> Specific Service Location or Route
\$ <u>0.00</u> U.G. Service Lateral (Secondary Service From Utility Pole)	\$ <u>0.00</u> Replace Overhead Line with Underground
\$ <u>0.00</u> U.R.D. Install Including UG Service Lateral	\$ <u>0.00</u> Temporary Service      KVA
\$ <u>34545.76</u> U.G. Distribution Lateral (Primary Cable)	\$ <u>0.00</u> Other (Explain)
Trench Ft. _____	\$ <u>34545.76</u> TOTAL _____

\*\*Customer agrees to pay monthly Residential Service Underground rate of the type of installation indicated by a double asterisk.

Applicable

Not Applicable

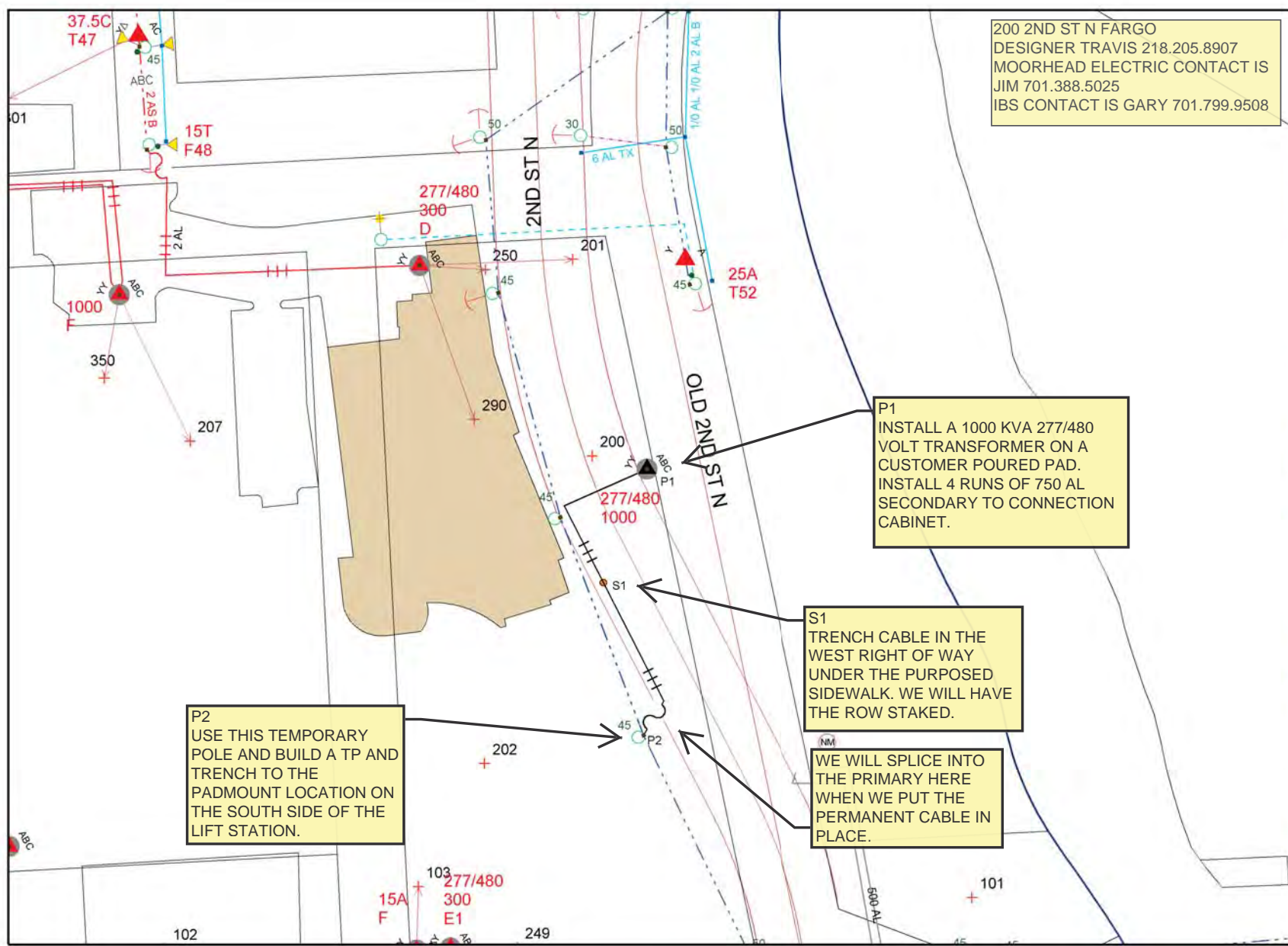
Dated this 6TH day of MAY 2016 Dated this 6TH day of MAY 2016

Customer _____	Contractor _____
Print Full Name      Signature	Print Full Name      Signature

Customer Rep _____	Contractor Rep _____
Print Full Name      Signature	Print Full Name      Signature

Xcel Energy Rep _____	Xcel Energy Work Order # _____
Print Full Name      Signature	

Construction \$ 34,545.76      Removal \$ \_\_\_\_\_ . = Total \$ 34,545.76



200 2ND ST N FARGO  
 DESIGNER TRAVIS 218.205.8907  
 MOORHEAD ELECTRIC CONTACT IS  
 JIM 701.388.5025  
 IBS CONTACT IS GARY 701.799.9508

P1  
 INSTALL A 1000 KVA 277/480  
 VOLT TRANSFORMER ON A  
 CUSTOMER POURED PAD.  
 INSTALL 4 RUNS OF 750 AL  
 SECONDARY TO CONNECTION  
 CABINET.

S1  
 TRENCH CABLE IN THE  
 WEST RIGHT OF WAY  
 UNDER THE PURPOSED  
 SIDEWALK. WE WILL HAVE  
 THE ROW STAKED.

WE WILL SPLICE INTO  
 THE PRIMARY HERE  
 WHEN WE PUT THE  
 PERMANENT CABLE IN  
 PLACE.

P2  
 USE THIS TEMPORARY  
 POLE AND BUILD A TP AND  
 TRENCH TO THE  
 PADMOUNT LOCATION ON  
 THE SOUTH SIDE OF THE  
 LIFT STATION.



Work Order Information	
Service Request #	01291428
Design Number	000533769 1
Designer/Planner ID	204522
Designer/Planner Name	Lill, Travis
Designer/Planner Ph #	701 241 8663
Manager Approval	
Joint Utility	
E:	G:
T:	C:
Design Location	
Division	Fargo
County	Cass
City	Fargo city
Address	200 2ND ST N
T: 138N	R: 48W
S: 8	
Map #	FB80088
Permit	
Electric	
Feeder	RED081
Voltage	23000
Phase	ABC
Equip Dev ID	
Gas	
System	Pressure
Size	Material
Dead End	
Work Order #	
Date	05/04/2016
Sketch	1 OF 1
Scale	1" equals 83'

**CONSTRUCTION USE ONLY**

NO CHANGES (BUILT AS DESIGNED)  
 CHANGES MADE AS INDICATED  
 (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO \_\_\_\_\_  
 FOREMAN \_\_\_\_\_ DATE \_\_\_\_\_  
 TEAM LEADER \_\_\_\_\_

DISCLAIMER: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THIS PRINT IS PROVIDED WITH NO CLAIM AS TO PRINT COMPLETENESS, TIMELINESS, ACCURACY OF CONTENT OR USEFULNESS. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES. THIS PRINT DOES NOT DISCHARGE THIS REQUIREMENT OR ANY OTHER REQUIREMENT. THE COMPANY AND ITS AFFILIATES ASSUME NO LEGAL RESPONSIBILITY OR LIABILITY FOR THE RECIPIENT'S USE (OR ANY OTHER PARTIES' USE) OF THE PRINT, INCLUDING THE RECIPIENT'S INTENDED PURPOSE IN USING THE PRINT. NO COMPANY EMPLOYEE OR OTHER PARTY HAS BEEN AUTHORIZED TO PROVIDE THIS PRINT FOR PLANNING OR ESTIMATING PURPOSES. RELY ON THIS PRINT AT YOUR OWN RISK. BY ACCEPTING THIS PRINT, THE RECIPIENT & ANY OTHER PARTY RECEIVING A COPY OF THE PRINT ACKNOWLEDGES AND AGREES TO THIS DISCLAIMER. For All Field Locates Call 811

Finance Committee Bills for May 2016

Vendor	Description	Amount
Cass County Joint Water Resource District	Reimburse Diversion bills	\$ 3,085,034.24
Fredrickson & Byron, P.A.	Government relations flat fee - May	\$ 3,500.00
Erik R. Johnson & Associates, Ltd.	General Legal Matters through April 25, 2016	\$ 12,812.30
Erik R. Johnson & Associates, Ltd.	LEERDS Matters through April 25, 2016	\$ 841.50
Dorsey & Whitney LLP	Legal Services Rendered through March 31, 2016	\$ 50,281.25
Ohnstad Twichell, P.C.	Bond counsel work; PPP Research	\$ 79,427.60
Total Bills Received in April		<u>\$ 3,231,896.89</u>



Cass County  
Joint Water  
Resource  
District

April 29, 2016

Mark Brodshaug  
Chairman  
Fargo, North Dakota

Rodger Olson  
Manager  
Leonard, North Dakota

Dan Jacobson  
Manager  
West Fargo, North Dakota

Ken Lougheed  
Manager  
Gardner, North Dakota

Jacob Gust  
Manager  
Fargo, North Dakota

Diversion Authority  
P.O. Box 2806  
Fargo, ND 58108-2806

Greetings:

RE: Metro Flood Diversion Project  
In-Town Levees Project  
Diversion Project Assessment Committee (DPAC)  
Oxbow-Hickson-Bakke Ring Levee Project

Enclosed please find copies of bills totaling \$3,085,034.24 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	\$ 55,020.22
In-Town Levees	394,601.44
DPAC	270.00
Oxbow-Hickson-Bakke Ring Levee	2,635,142.58

At this time, we respectfully request 100% reimbursement as per the Joint Powers Agreement between the City of Fargo, Cass County and Cass County Joint Water Resource District dated June 1, 2015.

If you have any questions, please feel free to contact us. Thank you.

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis  
Secretary-Treasurer

Carol Harbeke Lewis  
Secretary-Treasurer  
1201 Main Avenue West  
West Fargo, ND 58078-1301

Enclosures

701-298-2381  
FAX 701-298-2397  
[wrđ@casscountynđ.gov](mailto:wrđ@casscountynđ.gov)  
[casscountynđ.gov](http://casscountynđ.gov)

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES

Updated 4/29/16

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
4/14/2016	3/21/2016	141270	100007	6,626.43	Ohnstad Twichell, P.C.	Legal-Diversion Right of Entry
4/14/2016	3/21/2016	141356	130007	33,668.99	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
4/14/2016	3/21/2016	141357	90007	8,352.00	Ohnstad Twichell, P.C.	Legal-DA Cost share agreement and P3, open records
4/14/2016	3/21/2016	141305	160007	5,616.00	Ohnstad Twichell, P.C.	Legal-Inlet Right of Entry
4/14/2016	3/30/2016	7715		756.80	Robert and Judith Anderson	incidental expense payment

**Total 55,020.22**

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
04/14/16	03/21/16	141306	160007	3,220.20	Ohnstad Twichell, P.C.	Mondragon Eminent domain action
04/14/16	03/21/16	141307	160007	128.00	Ohnstad Twichell, P.C.	Eminent domain-Oak Terrace Condo
4/14/2016	4/7/2016	381062195	479407	130,000.00	CH2MHill	Construction Management services
4/13/2016	4/12/2016			37,020.00	Bornem Family Limited Partnership	Easements
4/14/2016				71,641.05	Spirit Properties	Sidestreet relocation
4/28/2016	3/30/2016	7715.08.0290		1,694.70	Nathan Qual	final residential down payment assistance
4/14/2016	3/21/2016	494519465		18.06	Xcel Energy	Service to 301 3rd Ave N
4/14/2016	3/30/2016	495731100		63.51	Xcel Energy	Service to 16 N Terrace and 724 N River Rd
4/14/2016	4/1/2016	495909488		77.80	Xcel Energy	Service to 1330 Elm St N
4/14/2016	4/1/2016	495909492		16.87	Xcel Energy	Service to 1314 Elm St
4/14/2016	4/1/2016	495909498		178.10	Xcel Energy	Service to 18 & 24 N Terrace and 1314, 1322, 1326 and 1330 Elm ST
4/28/2016	4/18/2016	498092138		20.54	Xcel Energy	Service to 16 N Terrace
4/28/2016	4/20/2016	498266438		10.03	Xcel Energy	Service to 24 N Terrace
4/28/2016	4/20/2016	498266465		11.14	Xcel Energy	Service to 18 N Terrace
4/14/2016	4/7/2016	381062200		150,501.44	CH2MHill	Land Management Services - see OHB (78%)

**Total 394,601.44**

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
4/14/2016	3/21/2016	141275	120007	270.00	Ohnstad Twichell, P.C.	Legal-DPAC

**Total 270.00**

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
4/14/2016	3/21/2016	141355		140007	7,159.00	Ohnstad Twichell, P.C.	Legal-ROW
4/14/2016	6/2/2015	15028			12,800.00	Techtron Engineering Inc	Asbestos and mold surveys
3/30/2016	3/29/2016				76,426.00	Joel Wold	builder down payment
3/30/2016	3/29/2016				194,000.00	Joel Wold	earnest money
4/7/2016	4/6/2016				107,000.00	Joel Wold	lot payment
4/14/2016	4/14/2016				1,000,000.00	VISIONBank	earnest money for Rustvang property
4/19/2016	4/19/2016				150,000.00	Michael Strei and Donnie Strei	lot payment
4/19/2016	4/19/2016				46,211.25	Michael Strei and Donnie Strei	builder down payment
4/19/2016					400,000.00	Daniel and Esther Leake	earnest money
4/19/2016	4/19/2016				383,631.20	The Title Company	escrow for Goldsmith property
4/26/2016	4/25/2016				117,000.00	Casey Johnson and Heather Westlund	lot payment
4/26/2016	4/25/2016				76,259.00	Casey Johnson and Heather Westlund	builder down payment
4/14/2016	3/30/2016				3,503.65	Cass County Treasurer	tax for Losing property 78-0010-01400-010

4/14/2016	4/5/2016			11 invoices	1,652.72	Cass County Electric Cooperative	Service to various addresses
4/18/2016	4/18/2016				264.00	Cass Rural Water	water reconnect for 5059 Makenzie Cir
4/28/2016	4/13/2016			2 invoices	269.67	Cass County Electric Cooperative	Service to 17495 52 St SE and 326 Schnell Dr
4/14/2016	3/4/2016	56403	5683-5	R12.00049	3,872.15	Ulteig Engineers	Land Management Services, relocation assistance, land acquisition and on call services
4/14/2016	4/7/2016	381062200		479407	42,449.13	CH2MHill	Land management services (22%)
4/28/2016	4/12/2016	57217	5683-5	R12.00049	7,985.00	Ulteig Engineers	Land Management Services, relocation assistance, land acquisition and on call services
4/14/2016	3/29/2016	B054608		B14-04209	1,830.75	Braun Intertec	Materials testing services County Rd 18 and County Rd 81
4/14/2016	4/2/2016	5165			1,526.04	Sentry Security Inc	Security patrol services
4/28/2016	4/16/2016	5184			1,303.02	Sentry Security Inc	Security patrol services

**Total 2,635,142.58**

**OXBOW COUNTRY CLUB INVOICES**

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
				<b>Total</b>	<b>0.00</b>	
				<b>Grand Total</b>	<b>3,085,034.24</b>	

**REMITTANCE PAGE**

Diversion Board of Authority  
211 9th Street South  
P.O. Box 2806  
Fargo, ND 58108-2806

**Please remit this page with your payment. Thank you. We appreciate your business.**

Invoice: 1366359  
Client Account: 072720.0001  
Regarding: Government Relations LOB 30321  
Invoice Date: May 5, 2016

---

Total Fees:	\$ 3,500.00
Total This Invoice	\$ 3,500.00

***Payment is due within 30 days from receipt of invoice***

If you have any questions please email [accounting@fredlaw.com](mailto:accounting@fredlaw.com) or contact a client representative at 612.492.7574.

**INVOICE DETAIL**

Diversion Board of Authority  
211 9th Street South  
P.O. Box 2806  
Fargo, ND 58108-2806

**Invoice:** 1366359  
**Client Account:** 072720.0001  
**Regarding:** Government Relations LOB 30321  
**Invoice Date:** May 5, 2016

Government Relations flat fee payment 11 of 12.

<b>Total For Fees</b>	<b>\$ 3,500.00</b>
<b>Total This Invoice</b>	<b>\$ 3,500.00</b>



Erik R. Johnson & Associates, Ltd.  
*Attorneys at Law*

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

City of Fargo-Auditor's Office  
Attn: Kent Costin  
200 North Third Street  
Fargo, ND 58102

April 25, 2016  
Invoice No. 2429

RE: Metro Flood Project-General Legal Matters

---

**For Legal Services Rendered Through April 25, 2016**

**INVOICE TOTAL**

Total for Current Legal Fees	\$12,812.30
Total for Current Disbursements and Service Charges	\$
<b>Total for Current Invoice</b>	<b>\$12,812.30</b>

**Summary of Account**

*Prior Balance Due	\$
Total Amount Due	\$12,812.30

\*If payment has been submitted for prior balance due, please disregard.

We appreciate your business.

Erik R. Johnson & Associates, Ltd.  
*Attorneys at Law*

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

City of Fargo-Auditor's Office  
Attn: Kent Costin  
200 North Third Street  
Fargo, ND 58102

April 25, 2016  
Invoice No. 2430

RE: Metro Flood Project-LERRDS

---

**For Legal Services Rendered Through April 25, 2016**

**INVOICE TOTAL**

Total for Current Legal Fees	\$841.50
Total for Current Disbursements and Service Charges	\$
<b>Total for Current Invoice</b>	<b>\$841.50</b>

**Summary of Account**

*Prior Balance Due	\$0
Total Amount Due	\$841.50

\*If payment has been submitted for prior balance due, please disregard.

We appreciate your business.



MINNEAPOLIS OFFICE  
612-340-2600

(Tax Identification No. 41-0223337)

RECEIVED  
DATE 4-29-16

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

Fargo-Moorhead Flood Diversion Bd of Authority  
c/o Erik R. Johnson & Associates, Ltd.  
Attn: Erik Johnson  
505 Broadway, Suite 206  
Fargo, ND 58102

April 27, 2016  
Invoice No. 3274284

Client-Matter No.: 491379-00001  
Red River Diversion Project

For Legal Services Rendered Through March 31, 2016

INVOICE TOTAL

Total For Current Legal Fees	\$50,206.25
Total For Current Disbursements and Service Charges	\$75.00
<b>Total For Current Invoice</b>	<b>\$50,281.25</b>

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

Mailing Instructions:  
Dorsey & Whitney LLP  
P.O. Box 1680  
Minneapolis, MN 55480-1680

Wire Instructions:  
U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

ABA Routing Number: 09100022  
Account Number: 1602-3010-8500  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

**OHNSTAD TWICHELL, P.C.**  
**ATTORNEYS AT LAW**

901 13TH AVENUE EAST  
P.O. BOX 458  
WEST FARGO, ND 58078-0458  
(701) 282-3249

15-1395 JTS Invoice # 142339  
Flood Diversion Board  
Bond Counsel Work – PPP

DATE: April 29, 2016

To: Flood Diversion Board  
PO Box 2806  
Fargo, ND 58108-2806

AMOUNT REMITTED \$ \_\_\_\_\_

Please detach. Return upper portion with your payment.  
Payments received after the statement date will be reflected on next month's statement. Thank you.

**PROFESSIONAL SERVICES RENDERED**

Attorney	Hours	Rate	Fees
JTS	112.20	\$290.00	\$32,538.00
CMM	4.2	\$290.00	\$1,218.00
RGH	.7	\$290.00	\$203.00
KJB	81.20	\$225.00	\$18,270.00
SNW	.5	\$250.00	\$125.00
TJL	87.4	\$175.00	\$15,295.00
AJM	70.90	\$125.00	\$8,862.50
ABG	3.90	\$125.00	\$487.50
HCG	.3	\$125.00	\$37.50
<b>Total</b>	<b>361.30</b>		<b>\$77,036.50</b>
<b>Expenses:</b>			
Westlaw Research			\$ 500.00
Postage			\$1,011.00
Travel Expense			\$880.10
<b>Total</b>			<b>\$79,427.60</b>

\* Drafting of documents and work streams related to financing, P3, and joint powers agreements.

	Hourly Rate
JTS - John T. Shockley, Partner, Supervising Attorney	\$290.00
CMM - Christopher M. McShane, Partner	\$290.00
RGH, Robert G. Hoy, Partner	\$290.00
KJB - Katie J. Bertsch, Associate	\$225.00
SNW – Sarah M. Wear, Associate	\$250.00
TJL – Tyler J. Leverington, Associate	\$175.00
AJM - Andrea J. Murphy, Paralegal	\$125.00
ABG – Abby R. Pitsenbarger, Paralegal	\$125.00
HCG – Hannah C. Gilbert, Paralegal	\$125.00

**15-1395 JTS - Flood Diversion Board - Bond Counsel Work – PPP Research 1**

**FM Diversion Authority**  
**Fiscal Accountability Report Design Phase (Fund 790)**  
**As of 4/30/2016**

	2011	2012	2013	2014	2015	2016	Cumulative Totals
<b>Revenues</b>							
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	4,388,286	67,240,570
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	4,192,236	67,044,520
State Water Commission	-	-	3,782,215	602,918	31,056,740	15,683,089	51,124,962
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	911,100	14,878,273
City of Oxbow MOU Repayment	-	-	-	-	-	2,894,000	2,894,000
Reimbursements	-	-	-	-	-	16,631	16,631
Lease/Rental Payments	-	-	17,358	154,180	180,341	202,381	554,260
Asset Sales	-	-	-	616,774	315,892	175,190	1,107,856
Miscellaneous	-	-	1,705	626	427	-	2,758
<b>Total Revenues</b>	<b>984,750</b>	<b>17,005,957</b>	<b>19,518,970</b>	<b>44,425,900</b>	<b>94,465,339</b>	<b>28,462,913</b>	<b>204,863,830</b>
<b>Expenditures</b>							
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	2,279,000	6,929,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	96,692	1,064,173
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	748,836	23,264,423
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	1,029,646	21,708,105
7925 WIK - Recreation	-	163,223	-	-	-	-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,948,209	16,139,072	95,756,326
7931 LERRDS - Minnesota	-	27,996	289,387	13,068	32,452	272,438	635,340
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	-	587,180
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	19,269,055	6,513,235	27,520,927
7951 Construction - Minnesota	-	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	5,044,001	492,884	16,819,390
7955 Construction Management	-	-	-	556,209	2,867,422	367,054	3,790,685
7990 Project Financing	-	50,000	70,000	216,376	566,600	777,127	1,680,103
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	-	-	-	116
0000 Advance to City of Oxbow	-	-	7,527,231	630	-	-	7,527,861
<b>Total Expenditures</b>	<b>984,750</b>	<b>17,005,957</b>	<b>19,518,970</b>	<b>45,325,044</b>	<b>95,896,147</b>	<b>28,715,984</b>	<b>207,446,853</b>

FM Diversion Authority  
FY 2016 Summary Budget Report ( In Thousands)  
As of April 30, 2016

	FY 2016 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
<b>Revenue Sources</b>						
City of Fargo	39,375	(910)	4,388			34,987
Cass County	39,375	(910)	4,192			35,183
State of ND - 50% Match	40,100	9,924	13,062			27,038
State of ND - 100% Match	109,900	-	2,621			107,279
State of Minnesota	-	-	-			-
Other Agencies	8,750	(206)	911			7,839
City of Oxbow MOU Repayments	-	2,894	2,894			(2,894)
Financing Proceeds	-	-	-			-
Reimbursements	-	0	17			(17)
Sale of Assets	-	-	175			(175)
Property Income	-	171	202			(202)
Miscellaneous	-	-	-			-
<b>Total Revenue Sources</b>	<b>237,500</b>	<b>10,962</b>	<b>28,463</b>			<b>209,037</b>
<b>Funds Appropriated</b>						
Army Corp Local Share	-	-	2,279		-	(2,279)
Management Oversight	11,340	548	1,493	13%	10,746	(899)
Technical Activities	7,500	77	749	10%	3,657	3,094
Land Acquisitions	109,900	9,697	16,412	15%	38,088	55,400
Construction	105,000	434	7,006	7%	44,299	53,695
Mitigation	2,200	-	-		366	1,834
Other Costs	1,560	239	777	50%	3,398	(2,615)
<b>Total Appropriations</b>	<b>237,500</b>	<b>10,995</b>	<b>28,716</b>	<b>12%</b>	<b>100,553</b>	<b>108,231</b>

**FM Diversion Authority  
Summary of Cash Disbursements  
April 2016**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-20	5/5/2016	JB04160015	CITY OF FARGO	\$ 640.00	CHARGE COF TIME - 4/16	V00102	General & Admin. WIK
<b>Total WIK - General &amp; Admin. - Accounting Services</b>				<b>640.00</b>			
790-7910-429.33-25	4/20/2016	267330	ERIK R JOHNSON & ASSOCIATES	8,486.39	LEGAL MATTERS 2/29/16	V00102	General & Admin. WIK
	4/20/2016	267330	ERIK R JOHNSON & ASSOCIATES	4,395.80	LEGAL MATTERS 3/25/16	V00102	General & Admin. WIK
<b>Total WIK - General &amp; Admin. - Legal Services</b>				<b>12,882.19</b>			
790-7915-429.33-05	4/27/2016	267511	HOUSTON-MOORE GROUP LLC	54,010.20	LEVEE DESIGN & SUPPORT	V01613	LEVEE DESIGN & SUPPORT
	4/27/2016	267511	HOUSTON-MOORE GROUP LLC	10,898.00	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
	4/7/2016	267085	URS CORPORATION	7,743.63	CULTURAL RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
	4/27/2016	267585	URS CORPORATION	3,800.62	CULTURAL RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
<b>Total WIK - Project Design - Engineering Services</b>				<b>76,452.45</b>			
790-7915-429.38-99	5/3/2016	551	P CARD BMO	1,000.00	DEPT OF NATURAL RESOUR	V00702	WP-26 MN DNR PERMIT
<b>Total WIK - Project Design - Other Services</b>				<b>1,000.00</b>			
790-7920-429.33-05	4/7/2016	266956	HOUSTON-MOORE GROUP LLC	33,766.50	TASK 1 PROJECT MGMT	V01601	HMG - PROJECT MANAGEMENT
<b>Total WIK Construction Mgmt. - Engineering Services</b>				<b>33,766.50</b>			
790-7920-429.33-79	4/27/2016	267485	CH2M HILL ENGINEERS INC	425,000.00	CONTRACT MGMT EXTENSION	V00205	CH2M Hill-8.30.14-3.11.16
<b>Total WIK Construction Mgmt. - Construction Management</b>				<b>425,000.00</b>			
790-7930-429.33-05	4/27/2016	267511	HOUSTON-MOORE GROUP LLC	155,818.03	PKG 28, BRIDGE CHANNEL	V01618	WP28 - CR-16/CR-17 BRIDGE
<b>Total LERRDS - North Dakota - Engineering Services</b>				<b>155,818.03</b>			
790-7930-429.33-25	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	27,642.74	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	5,418.00	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	785.50	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	954.00	OHNSTAD TWICHELL PC	V01202	Cass Joint Water DPAC
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	8,677.69	OHNSTAD TWICHELL PC	V01203	Cass Joint Water OHB
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	1,053.00	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	3,986.50	OHNSTAD TWICHELL PC	V02807	CASS JOINT WATER IN-TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	144.00	OHNSTAD TWICHELL PC	V02807	CASS JOINT WATER IN-TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	561.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	4/20/2016	267330	ERIK R JOHNSON & ASSOCIATES	430.10	LEERDS MATTERS 2/29/16	V00103	General & Admin. LERRDS

**FM Diversion Authority  
Summary of Cash Disbursements  
April 2016**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
	4/20/2016	267330	ERIK R JOHNSON & ASSOCIATES	1,158.00	LERRDS 3/25/16	V00103	General & Admin. LERRDS
<b>Total LERRDS - North Dakota - Legal Services</b>				<b>50,810.53</b>			
790-7930-429.38-61	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	1,475.28	SENTRY SECURITY INC	V01203	Cass Joint Water OHB
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	1,485.27	SENTRY SECURITY INC	V01203	Cass Joint Water OHB
<b>Total LERRDS - North Dakota - Security Services</b>				<b>2,960.55</b>			
790-7930-429.38-99	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	673.51	FRITZ ELECTRIC	V02807	CASS JOINT WATER IN-TOWN
<b>Total LERRDS - North Dakota - Other Services</b>				<b>673.51</b>			
790-7930-429.62-51	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	130.38	CASS CNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	316.97	CASS CNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	139.48	CASS CNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	124.48	CASS CNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	353.01	CASS CNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	50.19	CASS CNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	213.35	CASS CNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	238.23	CASS CNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	977.47	CASS CNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	208.76	CASS CNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	114.48	CASS CNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	331.60	CASS CNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	2,006.97	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
<b>Total LERRDS - North Dakota - Electricity</b>				<b>5,205.37</b>			
790-7930-429.67-11	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	5,270.00	DALE MATHIASON	V02411	OXBOW MOU-RESIDENT RLCTN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	3,312.00	JOSEPH & JOLENE SAUVAGEAU	V02411	OXBOW MOU-RESIDENT RLCTN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	2,065.00	JOSEPH & JOLENE SAUVAGEAU	V02411	OXBOW MOU-RESIDENT RLCTN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	16,500.00	JORDAN & DIANA HELLER	V01703	ND LAND PURCH - IN TOWN
<b>Total LERRDS - North Dakota - Residential Buildings</b>				<b>27,147.00</b>			
790-7930-429.67-12	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	1,360,036.23	BOARD OF ED-FSOC ADDT	V01703	ND LAND PURCH - IN TOWN
	4/20/2016	267314	CASS COUNTY JOINT WATER RESOURCE DI	8,093,475.78	BOARD OF ED-KEENEY/DEVITT	V01703	ND LAND PURCH - IN TOWN
<b>Total LERRDS - North Dakota - Commercial Buildings</b>				<b>9,453,512.01</b>			



**FM Diversion Authority  
Summary of Cash Disbursements  
April 2016**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7931-429.80-17	4/20/2016	267319	CLAY COUNTY AUDITOR	12.00	ID #15.031.1201	V02302	MN LAND PURCHASE-HARDSHIP
	4/20/2016	267319	CLAY COUNTY AUDITOR	42.00	ID #15.030.4701	V02302	MN LAND PURCHASE-HARDSHIP
	4/20/2016	267319	CLAY COUNTY AUDITOR	272.00	ID #15.030.4702	V02302	MN LAND PURCHASE-HARDSHIP
	4/20/2016	267319	CLAY COUNTY AUDITOR	58.00	ID #15.031.1202	V02302	MN LAND PURCHASE-HARDSHIP
<b>Total LERRDS - Minnesota - Property Tax - FMDA</b>				<b>384.00</b>			
790-7950-429.73-20	4/20/2016	267376	LANDWEHR CONSTRUCTION INC	8,767.20	PARK EAST APT DEMO	V02813	PARK EAST DEMOLITION
	4/20/2016	267376	LANDWEHR CONSTRUCTION INC	57,784.00	DEMO HOWARD JOHNSON	V02816	DOWNTOWN AREA DEMOLITION
<b>Total ND Construction - Site Improvements</b>				<b>66,551.20</b>			
790-7950-429.73-52	4/20/2016	267353	INDUSTRIAL BUILDERS INC	175,200.00	2 ST N PUMP STATION	V02801	2ND ST NORTH PUMP STATION
	4/27/2016	267513	INDUSTRIAL CONTRACT SERVICES INC	192,515.00	PUMP STATION & FLOODWALL	V02805	PUMP STATION & FLOODWALL
<b>Total ND Construction - Flood Control</b>				<b>367,715.00</b>			
790-7955-429.33-05	4/27/2016	267511	HOUSTON-MOORE GROUP LLC	40,523.75	WORK PACKAGE 42	V02806	CONSTRUCTION SVCS WP42
<b>Total Construction Management - Engineering Services</b>				<b>40,523.75</b>			
790-7955-429.33-06	4/20/2016	267444	TERRACON CONSULTING ENGINEERS	12,079.75	PROJ #M1141339A MATERIALS	V02802	WP-42 MATERIALS TESTING
	4/20/2016	267444	TERRACON CONSULTING ENGINEERS	2,698.75	PROJ #M1141339A MATERIALS	V02802	WP-42 MATERIALS TESTING
	4/27/2016	267578	TERRACON CONSULTING ENGINEERS	20,429.16	MATERIAL TESTING	V02802	WP-42 MATERIALS TESTING
<b>Total Construction Management - Quality Testing</b>				<b>35,207.66</b>			
790-7990-429.33-05	4/27/2016	267511	HOUSTON-MOORE GROUP LLC	17,706.50	PARTNERSHIP DOC PREP	V01619	PPP DOCUMENT PREP SUPPRT
<b>Total Project Financing - Engineering Services</b>				<b>17,706.50</b>			
790-7990-429.33-25	5/3/2016	551	P CARD BMO	58,854.00	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
	4/20/2016	267301	ASHURST LLP	109,765.35	LEGAL COUNSEL/CONCESSION	V03001	P3 LEGAL COUNSEL-ASHURST
<b>Total Project Financing - Legal Services</b>				<b>168,619.35</b>			
790-7990-429.34-55	4/20/2016	267434	SPRINGSTED INCORPORATED	16,184.00	PROJ #012265.100 ANALYSIS	V03101	FINANCIAL ADVISORY SERVCs
<b>Total Project Financing - Financial Advisor</b>				<b>16,184.00</b>			

**FM Diversion Authority  
Summary of Cash Disbursements  
April 2016**

<b>Account Number</b>	<b>Check Date</b>	<b>Check Number</b>	<b>Vendor Name</b>	<b>Transaction Amount</b>	<b>Description 1</b>	<b>Project Number</b>	<b>Project Description</b>
790-7990-520.80-20	4/1/2016	JB04160001	CITY OF FARGO	36,458.33	US BANK INTEREST PAYMENT	V02902	\$50M FARGO USBANK ADVANCE
<b>Total Project Financing - Interest</b>				<b>36,458.33</b>			
<b>Total Disbursed for Period</b>				<b>\$ 10,995,217.93</b>			

**FM Diversion Authority  
Cumulative Vendor Payments Since Inception  
As of April 30, 2016**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR Total	\$ 135,622,671.74	\$ 93,416,441.32	\$ 42,206,230.42	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
INDUSTRIAL BUILDERS INC Total	38,874,888.91	10,594,581.95	28,280,306.96	2nd St North Pump Station Project and 2nd Street Floodwall
HOUSTON-MOORE GROUP LLC Total	32,026,294.10	24,252,568.25	7,773,725.85	Engineering Services
CH2M HILL ENGINEERS INC Total	24,965,819.01	18,240,819.01	6,725,000.00	Project Management
INDUSTRIAL CONTRACT SERVICES I Total	17,364,063.63	14,114,847.19	3,249,216.44	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF Total	15,242,164.74	14,316,243.93	925,920.81	City of Oxbow - MOU
ARMY CORP OF ENGINEERS Total	6,929,000.00	6,929,000.00	-	Local Share
COMMERCIAL TITLE LLC Total	3,869,541.00	3,869,541.00	-	Oxbow MOU - Advance for Land Purchase
TITLE COMPANY Total	3,641,500.00	3,641,500.00	-	Oxbow MOU - Advance for Land Purchase
DORSEY & WHITNEY LLP Total	2,874,223.82	2,874,223.82	-	Legal Services
CENTURYLINK COMMUNICATIONS Total	2,586,742.00	-	2,586,742.00	Utility Relocation
MINNESOTA DNR Total	2,325,472.35	2,325,472.35	-	EIS Scoping
ASHURST LLP Total	1,979,133.70	266,511.70	1,712,622.00	PPP Legal Counsel
URS CORPORATION Total	1,922,118.42	1,584,502.43	337,615.99	Engineering Services
LANDWEHR CONSTRUCTION INC Total	1,846,021.59	1,124,051.20	721,970.39	In-Town Demolition Contracts
KENNELLY & OKEEFFE Total	1,729,310.56	1,729,310.56	-	Home Buyouts
CONSOLIDATED COMMUNICATIONS Total	1,706,312.00	777,442.16	928,869.84	Utility Relocation
REINER CONTRACTING INC Total	1,542,795.94	-	1,542,795.94	El Zagal Flood Risk Management
JP MORGAN CHASE-LOCKBOX PROCES Total	1,527,000.00	241,521.09	1,285,478.91	Financial Advisor
XCEL ENERGY Total	874,255.08	174,255.08	700,000.00	Utility Relocation
MOORE ENGINEERING INC Total	662,468.17	662,468.17	-	Engineering Services
US BANK Total	626,849.03	626,849.03	-	Loan Advance Debt Service Payments
TERRACON CONSULTING ENGINEERS Total	607,500.00	298,946.27	308,553.73	Materials Testing
DUCKS UNLIMITED Total	587,180.00	587,180.00	-	Wetland Mitigation Credits
HOUSTON ENGINEERING INC Total	576,669.57	576,669.57	-	Engineering Services
RED RIVER BASIN COMMISSION Total	500,000.00	500,000.00	-	Retention Projects - Engineering Services
NORTHERN TITLE CO Total	484,016.00	484,016.00	-	Land Purchases
ERIK R JOHNSON & ASSOCIATES Total	467,907.21	454,253.41	13,653.80	Legal Services
CASS COUNTY TREASURER Total	446,632.45	249,171.51	197,460.94	Property Taxes and US Bank Loan Advance DS Payments
AT & T Total	441,330.44	278,964.28	162,366.16	Utility Relocation

**FM Diversion Authority  
Cumulative Vendor Payments Since Inception  
As of April 30, 2016**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CITY OF FARGO Total	371,387.04	371,387.04	-	Digital Imagery Project, Utility Relocation, Accounting Svcs, and US Bank Loan Advance DS Payments
702 COMMUNICATIONS Total	275,862.91	266,892.07	8,970.84	Utility Relocation
BUFFALO-RED RIVER WATERSHED DI Total	220,768.00	-	220,768.00	Retention Projects - Engineering Services
ROBERT TRENT JONES Total	200,000.00	200,000.00	-	Oxbow MOU - Golf Course Consulting Agreement
OHNSTAD TWICHELL PC Total	182,971.43	182,971.43	-	ROE and Bonding Legal Fees
CABLE ONE (FARGO) Total	148,511.37	-	148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN Total	146,460.00	146,460.00	-	Financial Advisor
BOIS DE SIOUX WATERSHED DISTRI Total	145,380.00	-	145,380.00	Retention Projects - Engineering Services
NDSU BUSINESS OFFICE-BOX 6050 Total	135,167.00	135,167.00	-	Ag Risk Study Services
ENVENTIS Total	115,685.62	115,685.62	-	Utility Relocation
BEAVER CREEK ARCHAEOLOGY Total	111,000.00	-	111,000.00	Engineering Services
UNITED STATES GEOLOGICAL SURVE Total	104,600.00	104,600.00	-	Water Level Discharge Collection
FREDRIKSON & BYRON, PA Total	101,500.00	52,500.00	49,000.00	Lobbying Services
PROSOURCE TECHNOLOGIES, INC Total	100,000.00	8,324.94	91,675.06	Engineering Services
ULTEIG ENGINEERS INC Total	100,000.00	-	100,000.00	Engineering Services
BRAUN INTERTEC CORP Total	90,210.00	77,629.00	12,581.00	Quality Testing
EL ZAGAL TEMPLE HOLDING CO Total	68,040.72	68,040.72	-	Easement Purchase for El Zagal Levee
GRAY PANNELL & WOODWARD LLP Total	66,300.68	66,300.68	-	Legal Services
NIXON PEABODY LLC Total	60,000.00	60,000.00	-	Legal Services
IN SITU ENGINEERING Total	54,800.00	47,973.00	6,827.00	Quality Testing
ADVANCED ENGINEERING INC Total	50,000.00	50,000.00	-	Public Outreach
US GEOLOGICAL SURVEY Total	46,920.00	46,920.00	-	Stage Gage Installation
CLAY COUNTY AUDITOR Total	34,180.71	34,180.71	-	Property Tax, Home Buyout Demo
GEOKON INC Total	33,815.36	33,815.36	-	Vibrating Wire Piezometer Equipment
COLDWELL BANKER Total	33,066.02	33,066.02	-	Property Management Services
WARNER & CO Total	24,875.00	24,875.00	-	General Liability Insurance
XCEL ENERGY-FARGO Total	16,275.85	16,275.85	-	Utility Relocation
PRIMORIS AEVENIA INC Total	16,230.00	16,230.00	-	Utility Relocation
SPRINGSTED INCORPORATED Total	16,184.00	16,184.00	-	Financial Advisor

**FM Diversion Authority  
Cumulative Vendor Payments Since Inception  
As of April 30, 2016**

<b>Vendor Name</b>	<b>Approved Contract/Invoice Amount</b>	<b>Liquidated</b>	<b>Outstanding Encumbrance</b>	<b>Purpose</b>
INNOVATIVE ABSTRACT & TITLE CO Total	15,921.53	15,921.53	-	Oxbow MOU - Advance for Land Purchase
MOORHEAD, CITY OF Total	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA Total	12,727.56	12,727.56	-	Legal Services
ND WATER USERS ASSOCIATN Total	10,000.00	10,000.00	-	Membership Dues
BNSF RAILWAY CO Total	3,700.00	3,700.00	-	Permits for In-Town Levee Projects
ONE Total	3,575.00	3,575.00	-	Utility Relocation
MCKINZIE METRO APPRAISAL Total	3,200.00	3,200.00	-	Appraisal Services
FORUM COMMUNICATIONS (LEGALS) Total	2,224.20	2,224.20	-	Advertising Services
DAWSON INSURANCE AGENCY Total	1,867.81	1,867.81	-	Property Insurance - Home Buyouts
FORUM COMMUNICATIONS (ADVERT) Total	1,743.77	1,743.77	-	Advertising Services
NORTH DAKOTA TELEPHONE CO Total	1,697.00	1,697.00	-	Communication
SEIGEL COMMUNICATIONS SERVICE Total	1,490.00	1,490.00	-	Public Outreach
RED RIVER TITLE SERVICES INC Total	1,305.00	1,305.00	-	Abstract Updates
HUBER, STEVE Total	1,056.43	1,056.43	-	Home Buyouts
DEPT OF NATURAL RESOUR Total	1,000.00	1,000.00	-	DNR Dam Safety Permit Application Fee
TRIO ENVIRONMENTAL CONSULTING Total	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
RED RIVER VALLEY COOPERATIVE A Total	536.96	536.96	-	Electricity - Home Buyouts
FERRELLGAS Total	496.00	496.00	-	Propane - Home Buyouts
BROKERAGE PRINTING Total	473.33	473.33	-	Custom Printed Forms
KOCHMANN, CARTER Total	315.00	315.00	-	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC Total	250.00	250.00	-	Job Description Review
DONS PLUMBING Total	240.00	240.00	-	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC Total	138.10	138.10	-	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN Total	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION Total	71.89	71.89	-	Postage
CASS COUNTY RECORDER Total	68.00	68.00	-	Oxbow MOU - Advance for Land Purchase
<b>Grand Total</b>	<b>\$ 308,000,097.25</b>	<b>\$ 207,446,853.80</b>	<b>\$ 100,553,243.45</b>	

**FM Diversion Authority  
In-Town Levee Work  
as of April 30, 2016**

<b>Vcode #</b>	<b>Vendor Name</b>	<b>Descriptions</b>	<b>Contract Amount</b>	<b>Amount Paid</b>
V02801	Industrial Builders	2nd Street North Pump Station - Work Package 42.A2	\$ 8,718,348.67	\$ 8,162,092.32
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	607,500.00	298,946.27
V02803	Consolidated Communications	2nd Street Utility Relocation	1,821,997.62	893,127.78
V02804	702 Communications	2nd Street Utility Relocation	275,862.91	266,892.07
V02805	ICS	4th St Pump Station & Gatewell and 2nd St Floodwall S - WP-42A.1/A.3	17,364,663.63	14,115,447.19
V02806	HMG	Services During Construction - Work Package 42	3,848,000.00	1,234,033.17
V02807	CCJWRD	In-Town Levee Work	2,513,495.65	2,513,495.65
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	38,002.05	38,002.05
V02809	AT & T	2nd Street Utility Relocation	603,696.60	278,964.28
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	890,530.93	190,530.93
V02812	Industrial Builders	2nd Street North Floodwall, South of Pump Station - WP-42F.1S	16,526,931.19	2,432,489.63
V02813	Landwehr Construction	Park East Apartments Demolition	1,177,151.59	1,066,267.20
V02814	Primoris Aevenia	2nd Street Utility Relocation	16,230.00	16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	2,586,742.00	-
V02816	Landwehr Construction	WP-42C.1 In-Town Levees 2nd Street/Downtown Area Demo	668,870.00	57,784.00
V02817	Reiner Contracting, Inc	WP-42H.2 El Zagal Area Flood Risk Management	1,542,795.94	-
V02818	Industrial Builders	WP-42I.1 Mickelson Levee Extension	659,910.00	-
V02819	TBD	WP42F.1N	12,972,799.05	3,100.00
V01703	Various	In-Town Property Purchases	33,482,999.35	30,214,847.68
			<b>\$ 106,465,038.55</b>	<b>\$ 61,782,250.22</b>

**FM Diversion Authority  
Lands Expense - Life To Date  
As of April 30, 2016**

Property Address	Purchase Date	Purchase Price	Replacement Lot	Down Payment	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
<b>Commercial Relocations - Fargo</b>											
Park East Apartments - 1 2nd St S Fargo, ND	6/23/2015	9,002,442.20	-	-	-	94,832.78	1,365,886.39	74,283.50	(2,166.32)	-	10,535,278.55
Howard Johnson - 301 3rd Ave N, Fargo ND	11/2/2015	3,266,079.60	-	-	-	-	3,200,206.04	33,073.44	-	(1,100.00)	6,498,259.08
Fargo Public School District - 419 3rd St N, Fargo ND	3/16/2016	1,903,475.78	-	-	-	-	7,550,036.23	-	-	-	9,453,512.01
<b>Home Buyouts - Fargo</b>											
1322 Elm St N, Fargo ND	11/19/2014	347,270.27	-	-	-	2,981.20	47,168.14	2,576.39	-	-	399,996.00
1341 N Oak St, Fargo ND	1/29/2015	309,888.24	-	-	-	3,153.40	78,889.24	64.79	-	-	391,995.67
1326 Elm St N, Fargo ND	12/23/2014	230,196.41	-	-	-	-	8,001.02	262.21	-	-	238,459.64
1330 Elm St N, Fargo ND	2/12/2015	229,982.44	-	-	-	651.52	62,362.63	677.32	-	-	293,673.91
18 North Terrace N, Fargo ND	4/2/2015	129,698.25	-	-	-	829.15	44,688.72	310.98	-	-	175,527.10
1318 Elm St N, Fargo ND	5/29/2015	229,012.67	-	-	-	1,289.52	55,452.01	50.00	-	-	285,804.20
724 North River Road, Fargo, ND	6/8/2015	204,457.83	-	-	-	1,547.60	35,615.30	109.76	-	(10,000.00)	231,730.49
1333 Oak Street N, Fargo, ND	6/24/2015	238,513.23	-	-	-	1,627.75	2,700.85	50.00	-	-	242,891.83
26 North Terrace N, Fargo ND	9/11/2015	138,619.58	-	-	-	1,737.30	12,620.00	118.50	-	-	153,095.38
16 North Terrace N, Fargo ND	9/24/2015	227,987.50	-	-	-	2,072.31	96,717.14	93.33	-	-	326,870.28
1314 Elm Street N, Fargo ND	12/18/2015	225,800.09	-	-	-	-	21,525.00	123.11	-	-	247,448.20
24 North Terrace N, Fargo ND	11/25/2015	182,437.38	-	-	-	1,606.21	29,269.60	150.93	-	-	213,464.12
1313 Elm Street N, Fargo ND	-	350,000.00	-	-	-	-	3,360.00	-	-	-	353,360.00
12 North Terrace N, Fargo ND	2/9/2016	10,191.00	-	-	-	-	-	-	-	-	10,191.00
<b>Home Buyouts - Moorhead</b>											
387 170th Ave SW, Moorhead MN	11/1/2013	281,809.91	-	-	-	2,354.00	-	34,073.72	-	(8,440.00)	309,797.63
16678 3rd St S, Moorhead MN	-	-	-	-	192,600.00	-	79,454.00	-	-	-	272,054.00
<b>Home Buyouts - Oxbow</b>											
105 Oxbow Drive, Oxbow ND	11/28/2012	216,651.85	-	-	-	4,993.72	-	13,695.77	(18,680.72)	(181,249.54)	35,411.08
744 Riverbend, Oxbow ND	12/3/2012	343,828.30	-	-	-	14,276.50	2,435.00	38,416.48	(37,617.16)	-	361,339.12
121 Oxbow Drive, Oxbow ND	7/31/2013	378,781.20	-	-	-	1,581.52	-	19,519.02	-	(186,918.33)	212,963.41
333 Schnell Drive, Oxbow ND	9/20/2013	104,087.79	-	-	-	4,302.38	-	30,137.65	-	-	138,527.82
346 Schnell Dr, Oxbow ND	2/13/2014	512,970.73	-	-	-	6,638.91	7,200.00	13,827.19	(18,000.00)	-	522,636.83
345 Schnell Dr, Oxbow ND	10/24/2014	478,702.98	-	-	-	6,453.35	6,869.44	28,749.98	-	-	520,775.75
336 Schnell Dr, Oxbow ND	1/29/2015	310,888.51	-	-	-	2,376.26	-	278.58	(2,759.00)	-	310,784.35
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	-	-	5,095.25	10,549.70	6,357.77	-	-	2,720,229.69
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,784.30	-	-	-	4,002.89	205,699.82	181.53	-	-	690,668.54
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	-	-	3,503.65	507,103.56	1,019.64	-	-	980,704.98
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	-	-	2,234.53	309,992.53	868.89	-	-	619,821.15
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	-	-	2,818.16	312,212.95	1,591.55	-	-	810,965.53
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	-	-	6,643.74	176,524.79	1,007.34	-	-	650,896.67
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	-	-	3,554.24	267,757.65	1,320.53	-	-	762,723.74
SE 1/4-23-137-49 & NW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	-	-	1,710.55	-	36.67	(17,966.31)	-	1,311,931.91
326 Schnell Drive, Oxbow ND	2/19/2016	326,842.17	-	-	-	-	219,275.09	-	-	-	546,117.26
828 Riverbend Rd, Oxbow ND	-	-	-	25,000.00	25,000.00	-	-	-	-	-	25,000.00
330 Schnell Dr, Oxbow ND	-	-	-	150,000.00	150,000.00	-	-	-	-	-	150,000.00
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	-	-	-	469,875.64	331.60	-	-	1,069,092.67
334 Schnell Dr / 751 River Bend Rd	1/15/2016	318,879.77	-	-	-	-	286,559.88	225.66	-	-	605,665.31
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	-	-	-	279,237.35	-	-	-	770,261.36
829 Riverbend Rd / 788 River Bend Rd	-	-	-	-	-	-	8,000.00	-	-	-	8,000.00
328 Schnell Dr / 347 Trent Jones Dr	-	-	150,000.00	50,000.00	200,000.00	-	-	-	-	-	200,000.00
338 Schnell Dr / 775 River Bend Rd	-	-	115,000.00	107,500.00	222,500.00	-	-	-	-	-	222,500.00
813 Riverbend Rd / 449 Trent Jones Dr	-	-	163,000.00	65,000.00	228,000.00	-	-	-	-	-	228,000.00
341 Schnell Dr / 351 Trent Jones Dr	-	-	143,000.00	95,500.00	238,500.00	-	-	-	-	-	238,500.00
329 Schnell Dr / 417 Trent Jones Dr	-	-	130,000.00	50,000.00	180,000.00	-	-	-	-	-	180,000.00
805 Riverbend Rd / 776 River Bend Rd	-	-	131,000.00	89,855.00	220,855.00	-	-	-	-	-	220,855.00

**FM Diversion Authority  
Lands Expense - Life To Date  
As of April 30, 2016**

Property Address	Purchase Date	Purchase Price	Replacement Lot	Down Payment	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
317 Schnell Dr / 409 Trent Jones Dr		-	136,000.00	86,000.00	222,000.00	-	-	-	-	-	222,000.00
309 Schnell Dr / 261 S Schnell Dr		-	160,000.00	50,000.00	210,000.00	-	-	-	-	-	210,000.00
810 Riverbend Rd / 787 River Bend Rd		-	174,000.00	115,500.00	289,500.00	-	-	-	-	-	289,500.00
332 Schnell Dr / 421 Trent Jones Dr		-	133,000.00	25,000.00	158,000.00	-	-	-	-	-	158,000.00
833 Riverbend Rd / 446 Trent Jones Dr		-	149,000.00	120,000.00	269,000.00	-	-	-	-	-	269,000.00
821 Riverbend Rd / 434 Trent Jones Dr		-	108,000.00	77,000.00	185,000.00	-	-	-	-	-	185,000.00
321 Schnell Dr / 410 Trent Jones Dr		-	148,000.00	90,566.00	238,566.00	-	-	-	-	-	238,566.00
337 Schnell Dr / 355 Trent Jones Dr		-	124,000.00	82,021.00	206,021.00	-	-	-	-	-	206,021.00
840 Riverbend Rd / 442 Trent Jones Dr		-	139,000.00	50,000.00	189,000.00	-	-	-	-	-	189,000.00
325 Schnell Dr		-	141,000.00	69,590.00	210,590.00	-	-	-	-	-	210,590.00
816 Riverbend Rd / 429 Trent Jones Dr		-	111,000.00	76,426.00	187,426.00	-	-	-	-	-	187,426.00
852 Riverbend Rd	1/11/2016	1,222,608.19	-	-	-	-	10,891.60	716.69	-	-	1,234,216.48
365 Schnell Dr	1/7/2016	125,077.88	-	-	-	-	-	-	-	-	125,077.88
<b>Home Buyouts - Hickson</b>											
17495 52nd St SE, Hickson, ND	4/28/2015	785,747.66	-	-	-	4,390.23	27,604.74	1,562.32	-	-	819,304.95
<b>Easements - Fargo</b>											
Part of Lot 5 El Zagal Park, Fargo ND	10/9/2014	68,040.72	-	-	-	-	-	-	-	-	68,040.72
<b>Easements - Oxbow</b>											
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	-	-	-	-	-	55,500.00
<b>Farmland Purchases</b>											
SE 1/4 11-140-50 (Raymond Twp) - Ueland	1/20/2014	959,840.00	-	-	-	-	-	-	(27,892.63)	-	931,947.37
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	-	-	-	(88,361.76)	-	1,547,868.24
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust	2/18/2014	3,458,980.70	-	-	-	-	-	-	(189,269.99)	-	3,269,710.71
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	-	-	-	(53,008.60)	-	938,119.59
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	-	-	-	(43,571.18)	-	899,988.87
SW 1/4-11-140-50 - Hoglund	7/21/2014	989,706.03	-	-	-	2,566.59	-	-	(3,725.49)	-	988,547.13
NW 1/4 14-140-50 - Hoglund	10/23/2014	948,782.22	-	-	-	5,327.10	-	-	(22,249.56)	-	931,859.76
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	-	-	-	-	-	(24,573.95)	-	931,327.05
Fercho Family Farms, Oxbow ND	3/25/2015	464,600.00	-	-	-	-	-	-	-	-	464,600.00
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gordor	5/13/2014	321,386.00	-	-	-	-	-	-	(10,892.20)	-	310,493.80
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	-	-	-	-	-	594,108.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	-	-	-	(6,510.69)	-	426,898.31
(Raymond Twp) - Henke	6/17/2015	1,196,215.00	-	-	-	-	-	-	(12,452.23)	-	1,183,762.77
<b>Land Purchases</b>											
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	-	223,505.56	-	-	-	(730,148.14)	(22,626.58)
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates	5/14/2015	39,900.00	-	-	-	-	-	-	-	-	39,900.00
BNSF Railway Company		-	-	-	27,000.00	-	-	-	-	-	27,000.00
<b>Total</b>		<b>44,998,262.35</b>	<b>2,355,000.00</b>	<b>1,474,958.00</b>	<b>4,049,558.00</b>	<b>420,657.87</b>	<b>15,801,742.05</b>	<b>305,862.84</b>	<b>(579,697.79)</b>	<b>(1,117,856.01)</b>	<b>63,878,529.31</b>



FM Diversion Authority  
 State Water Commission Funds Reimbursement Worksheet  
 Fargo Flood Control Project Costs

Time Period for This Request: April 1, 2016 - April 30, 2016

Drawdown Request No: 27	
Requested Amount:	\$ 4,940,909
Total Funds Expended This Period:	\$ 9,881,819
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	4,940,909
<b>Total Funds Requested:</b>	<b>\$ 4,940,909</b>

**STATE AID SUMMARY:**

Summary of State Funds Appropriated		
Appropriations from 2009 Legislative Session	\$	45,000,000
Appropriations from 2011 Legislative Session		30,000,000
Appropriations from 2013 Legislative Session		100,000,000
Appropriations from 2015 Legislative Session		69,000,000
Appropriations to be funded in 2017 Legislative Session - Available 7/1/2017	51,500,000	
Appropriations to be funded in 2019 Legislative Session - Available 7/1/2019	51,500,000	
Appropriations to be funded in 2021 Legislative Session - Available 7/1/2021	51,500,000	
Appropriations to be funded in 2023 Legislative Session - Available 7/1/2023	51,500,000	
<b>Total State Funds</b>	<b>206,000,000</b>	<b>244,000,000</b>
Less: Payment #1 through #35 - City of Fargo		(55,510,209)
Less: Payment #1 - Cass County		(136,039)
Less: Payment #1 through #10 - FM Diversion Authority		(8,524,053)
Less: Payment #11 - FM Diversion Authority		(470,398)
Less: Payment #12 - FM Diversion Authority		(1,231,810)
Less: Payment #13 - FM Diversion Authority		(612,361)
Less: Payment #14 - FM Diversion Authority		(1,182,540)
Less: Payment #15 - FM Diversion Authority		(4,501,221)
Less: Payment #16 - FM Diversion Authority		(3,325,169)
Less: Payment #17 - FM Diversion Authority		(2,833,772)
Less: Payment #18 - FM Diversion Authority		(1,528,056)
Less: Payment #19 - FM Diversion Authority		(885,633)
Less: Payment #20 - FM Diversion Authority		(3,767,195)
Less: Payment #21 - FM Diversion Authority		(2,580,786)
Less: Payment #22 - FM Diversion Authority		(3,998,879)
Less: Payment #23 - FM Diversion Authority		(1,985,040)
Less: Payment #24 - FM Diversion Authority		(2,752,283)
Less: Payment #25 - FM Diversion Authority - Revised		(4,983,200)
Less: Payment #26 - FM Diversion Authority		(1,021,657)
Less: Payment #27 - FM Diversion Authority		(4,940,909)
<b>Total Funds Reimbursed</b>		<b>(106,771,211)</b>
<b>Total State Fund Balances Remaining</b>	<b>\$</b>	<b>137,228,789</b>

FM Diversion Authority  
 State Water Commission Funds Reimbursement Worksheet  
 Fargo Flood Control Project Costs

<b>LOCAL MATCHING FUNDS SUMMARY:</b>	
Matching Funds Expended To Date - City of Fargo	\$ 47,629,069
Matching Funds Expended To Date - Cass County	291,500
Matching Funds Expended To Date - FM Diversion Authority	9,936,700
<b>Total Matching Funds Expended To Date</b>	<b>57,857,269</b>
Less: Match Used on Payment #1 through #35 - City of Fargo	(41,506,620)
Less: Match used on Payment #1 - Cass County	(136,039)
Less: Match Used on Payment #1 - FM Diversion Authority	(18,600)
Less: Match Used on Payment #2 - FM Diversion Authority	(66,888)
Less: Match Used on Payment #6 - FM Diversion Authority	(238,241)
Less: Match Used on Payment #8 - FM Diversion Authority	(346,664)
Less: Match Used on Payment #11 - FM Diversion Authority	(470,398)
Less: Match Used on Payment #12 - FM Diversion Authority	(237,286)
Less: Match Used on Payment #16 - FM Diversion Authority	(3,018,978)
Less: Match Used on Payment #17 - FM Diversion Authority	(1,374,624)
Less: Match Used on Payment #20 - FM Diversion Authority	(1,427,344)
Less: Match Used on Payment #22 - FM Diversion Authority	(116,437)
Less: Match Used on Payment #23 - FM Diversion Authority	(487,124)
Less: Match Used on Payment #24 - FM Diversion Authority	(1,688,474)
Less: Match Used on Payment #26 - FM Diversion Authority	(445,642)
<b>Balance of Local Matching Funds Available</b>	<b>\$ 6,277,910</b>