

FLOOD DIVERSION BOARD OF AUTHORITY

Thursday, March 10, 2016

3:30 PM

Fargo City Commission Room

Fargo City Hall

200 3rd 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
5. Administrative/Legal Information/action
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. Task Orders
 - i. CH2M Hill Item 9b. (i)
 - ii. Ernst & Young Item 9b. (ii)
 - iii. Ashurst LLP Item 9b. (iii)
 - c. Voucher approval Item 9c.
10. Other Business
11. Next Meeting – March 24, 2016
12. Adjournment

cc: Local Media

**FLOOD DIVERSION BOARD OF AUTHORITY
FEBRUARY 25, 2016—1:00 PM**

1. MEETING TO ORDER

A meeting of the Flood Diversion Board of Authority was held Thursday, February 25, 2016, at 1:00 PM in the Fargo City Commission Room with the following members present: Cass County Commission representative Darrell Vanyo via conference call; Cass County Commissioner Mary Scherling; West Fargo City Commissioner Mike Thorstad; 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 Gerald Van Amburg, Buffalo-Red River Watershed District. Fargo City Mayor Tim Mahoney was absent.

Staff members and others present: Cass County Administrator Keith Berndt; Fargo City Administrator Bruce Grubb; Moorhead City Manager Michael Redlinger; Clay County Administrator Brian Berg; Cass County Engineer Jason Benson; Fargo City Director of Engineering Mark Bittner; Fargo City Engineer April Walker; Moorhead City Engineer Bob Zimmerman; and Bruce Spiller, PE, CH2M.

2. MINUTES APPROVED

MOTION, passed

Mr. Campbell moved and Ms. Sobolik seconded to approve the minutes from the February 11, 2016, meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

Mr. Campbell moved and Ms. Otto seconded to approve the order of the agenda. Motion carried.

4. ADMINISTRATIVE/LEGAL UPDATE

Attorney Erik Johnson asked the board to consider adopting protocol to sign documents previously approved by the board in the event the chair and vice chair are not available. He suggested the city administrator and county administrator be authorized to sign documents under these circumstances.

MOTION, passed

Mr. Williams moved and Mr. Campbell seconded to authorize the Cass County Administrator and Fargo City Administrator to sign documents in the absence of the Diversion Board of Authority Chair or Vice Chair. Motion carried.

5. TECHNICAL UPDATE

Recommended Contract Actions Summary

Mr. Spiller discussed the following contract awards:

Contract Awards

- Reiner Contracting Inc.—Phase 2 of El Zagal levee constructing approximately 1,000 linear feet of earthen levee and flood wall, gatewell structure, eight residential demolitions, sanitary lift station, and other components in the amount of \$1,515,798.64;
- Industrial Builders, Inc.—Mickelson levee extension constructing earthen levee, road reconstruction, and underground utility relocation in the amount of \$659,910.00.

MOTION, passed

Mr. Williams moved and Ms. Otto seconded to approve the appropriation of funds for contract awards with Reiner Contracting, Inc. and Industrial Builders, Inc.; 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.

6. FINANCE UPDATE**CH2M Hill Task Order**

Mr. Berndt said the task order with CH2M Hill extends the period of performance from February 26, 2016, to March 11, 2016. The details are still being worked on the scope of services for the remaining nine months of the year. Staff will either bring back the task order at the next meeting or request another extension of the contract if the task order is not ready for approval at the next meeting.

MOTION, passed

Ms. Sobolik moved and Mr. Thorstad seconded to approve Task Order No. 5 with CH2M Hill extending the period of performance from February 26, 2016, to March 11, 2016. On roll call vote, the motion carried unanimously.

Ernst & Young Task Order

Mr. Berndt said the task order with Ernst & Young will be ready for consideration at the next board meeting.

7. NEXT MEETING DATE

The next meeting will be held on Thursday, March 10, 2016, at 3:30 PM.

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

On motion by Ms. Sobolik, seconded by Mr. Campbell, and all voting in favor, the meeting was adjourned at 1:09 PM.

Recommended Contracting Actions Summary

Date: March 10, 2016

Description	Company	Budget Estimate (\$)
Task Order Amendments		
Task Order No. 1, Amendment 1 Ph 1 Cultural Resources Investigations, Sta. 700+00 to 1475+00 <ul style="list-style-type: none"> Add requirements for monthly invoicing and status reporting Extend POP to December 31, 2016 	Beaver Creek Archaeology, Inc.	0
Task Order 1, Amendment 4 Phase 1 Cultural Resources Investigations <ul style="list-style-type: none"> Extend POP for subtasks A, B.I through B.VII, and C to March 31, 2017 Add scope and budget for ongoing project management, additional fieldwork and reporting, and On-Call Services needs for extended POP Add requirements for monthly invoicing and status reporting 	URS Corporation	147,000
HMG TOTAL		751,485
Task Order 1, Amendment 7 Project Management <ul style="list-style-type: none"> Add funding for subtasks A.i (Project Management) and A.ii (Public Involvement Assistance) Requires HMG to provide \$5M in project specific insurance for 2016 Add requirements for monthly schedule updates Add requirements for monthly invoicing and status reporting Extend POP for All Work to December 31, 2016 	HMG	398,000
Task Order 6, Amendment 8 Land Management <ul style="list-style-type: none"> Add requirements for monthly invoicing and status reporting Extend POP for All Work to December 31, 2016 	HMG	0
Task Order 7, Amendment 5 Recreation and Use Master Plan and Design <ul style="list-style-type: none"> Add requirements for monthly invoicing and status reporting Extend POP to December 31, 2016 	HMG	0
Task Order 10, Amendment 7 Utilities Design and Identification – Outlet to I-94 (North); I-94 to Staging Area (South); and Red River Levees Project Areas <ul style="list-style-type: none"> Add requirements for monthly invoicing and status reporting Extend POP for All Work to December 31, 2016 	HMG	0

Description	Company	Budget Estimate (\$)
<p>Task Order 11, Amendment 4 Design of Work Package 11 (Reach 6 and CR-20 Bridge)</p> <ul style="list-style-type: none"> • Reallocate existing funding • Add requirements for monthly invoicing and status reporting • Extend POP for All Work to June 30, 2016 	HMG	0
<p>Task Order 14, Amendment 4 Transportation and Local Drainage Master Plans South</p> <ul style="list-style-type: none"> • Reallocate existing funding • Add requirements for monthly invoicing and status reporting • Extend POP for All Work to December 31, 2016 	HMG	0
<p>Task Order 15, Amendment 3 Draft Operations Plan</p> <ul style="list-style-type: none"> • Add requirements for monthly invoicing and status reporting • Extend POP for All Work to December 31, 2016 	HMG	0
<p>Task Order 16, Amendment 3 Permit Submittal Preparation and Other Related Services</p> <ul style="list-style-type: none"> • Add scope and budget to develop and prepare FEMA CLOMR, and the ND and MN Dam permit applications • Add requirements for monthly invoicing and status reporting • Extend POP for All Work to December 31, 2016 	HMG	100,000
<p>Task Order 18, Amendment 1 Design of Work Package 28 (CR-16 / CR-17 Bridge)</p> <ul style="list-style-type: none"> • Add scope and budget for design modification of Drain 47 Outlet Structure • Add road and channel design updates • Add requirements for monthly invoicing and status reporting • Extend POP for All Work to December 31, 2016 	HMG	253,485
<p>Task Order 19, Amendment 1 Public-Private-Partnership (PPP) Document Preparation Support</p> <ul style="list-style-type: none"> • Adds requirements for monthly invoicing and status reporting • Extend POP for All Work to December 31, 2016 	HMG	0

Technical Staff Recommendation

Meeting Date: 3/2/2016

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):

Beaver Creek Archaeology, Inc.

*Task Order 1, Amendment 1 – Phase 1 Cultural Resources Investigations,
Station 700+00 to 1475+00*

\$0

- Add requirements for monthly invoicing and status reporting
- Extend POP for All Work to December 31, 2016

BACKGROUND:

Beaver Creek Archaeology, Inc. (BCA), is responsible for completing the Phase 1 cultural resources investigation of the Diversion Channel, from Station 700+00 to 1475+00. BCA has provided these services under Task Order 1 from October 8, 2015, to the present time. See the table below for a summary of the amendments to the Task Order.

This amendment adds requirements for monthly invoicing and status reporting, and extends the POP for All Work to December 31, 2016.

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 1 Amendment 0	\$ -	\$110,000	\$ -	8-Oct-15	31-Mar-16	Initial authorization of subtasks A., B.1-B.4, and C.
Task Order 1 Amendment 1	\$0	-	\$110,000	8-Oct-15	31-Dec-16	Adds requirements for monthly invoicing and status reporting, and extends POP through December 31, 2016.

DISCUSSION:

Amendment 1 to Task Order 1 adds requirements for monthly invoicing and status reporting, and extends the Period of Performance (POP) for All Work to December 31, 2016. The POP extension is needed because Right of Entry was not obtained for some parcels included in the survey. That work is planned for the 2016 field season.

TO1 - Phase 1 Cultural Resources Investigations, Station 700+00 to 1475+00 Budgets by Subtask:

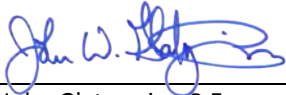
Subtask	Activity ID	Current Budget (\$)	Amendment 1 (\$)	Total (\$)
A. Management and Coordination	SW-1100	7,200	0	7,200
B.1 Phase 1 Cultural Resources Investigations from Station 700+00 to 1475+00 – Pedestrian Survey and Reports	SW-1100	91,000	0	91,000
B.2 Phase 1 Cultural Resources Investigations from Station 700+00 to 1475+00 – Shovel Tests (10@\$65/ea)	SW-1100	650	0	650
B.3 Phase 1 Cultural Resources Investigations from Station 700+00 to 1475+00 – Hand Core Tests (10@\$35/ea)	SW-1100	350	0	350
B.4 Phase 1 Cultural Resources Investigations from Station 700+00 to 1475+00 – Deep Core Tests (10@\$180/ea)	SW-1100	1,800	0	1,800
C. On-Call Services (Allowance)	SW-1100	10,000	0	10,000
TOTAL		110,000	0	110,000

This change amount of \$0 is included in the FY-2016 MFDA budget.

ATTACHMENT(S):

1. Draft Task Order 1, Amendment 1

Presented by:



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

Mar 2, 2016

Date

Keith Berndt, Cass County Administrator
Concur: March 2, 2016 Non-Concur: _____

April Walker, Fargo City Engineer
Concur: March 2, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
Concur: March 2, 2016 Non-Concur: _____

Jason Benson, Cass County Engineer
Concur: March 2, 2016 Non-Concur _____

David Overbo, Clay County Engineer
Concur: March 2, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: March 2, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project
Manager
Concur: March 2, 2016 Non-Concur: _____

Beaver Creek Archaeology, Inc.

Task Order No. 1, Amendment 10

MFDA Purchase Order No. 181554

Phase 1 Cultural Resources Investigations, Station 700+00 to 1475+00

In accordance with Paragraph 1.01 of the Agreement between **Fargo-Moorhead Flood Diversion Authority** ("Owner") and **Beaver Creek Archaeology, Inc.** ("Consultant") for Professional Services – Task Order Edition, dated **October 8, 2015** ("Agreement"), Owner and Consultant agree as follows:

1) SPECIFIC PROJECT DATA

- a) Title: Phase 1 Cultural Resources Investigations, Station 700+00 to 1475+00
- b) Description: Complete the cultural resources investigation of the Diversion Channel from Station 700+00 to 1475+00.

2) SERVICES OF CONSULTANT

- a) MANAGEMENT AND COORDINATION – Conduct Phase I cultural resources investigations in accordance with the following stipulations:

- i) Consultant's key personnel shall meet the *Secretary of the Interiors Professional Qualification Standards for Archaeology and Architectural History*:

- (1) Principal investigator
- (2) Field and laboratory supervisor
- (3) Field crew chiefs

- ii) Obtain cultural resources permits from North Dakota.

- iii) Establish and follow a health and safety program.

- iv) Prepare and submit monthly invoices and progress reports.

- b) CONDUCT PHASE I CULTURAL RESOURCES INVESTIGATIONS IN THE FOLLOWING LOCATIONS:

- i) Station 700+00 to 1475+00: Conduct Phase I cultural resources investigations on approximately 2840 acres of portions of the Diversion alignment from the Maple River south to the Sheyenne River. Figure 1 has been provided for reference only. Shapefiles will be provided to Consultant prior to start of field work.

- (1) Incorporate 3rd party report as appendix into Phase 1 report.

- (2) Conduct a survey of project area by pedestrian examination, documenting prehistoric and historic archaeological sites, as well as standing structures.

- (3) Conduct subsurface testing:

- (a) In areas where surface visibility is less than 30 percent or where the potential exists for buried cultural resources.

- (b) Include shovel testing, coring, soil borings, cutbank profiling, or other appropriate methods.

- (c) Use a subsurface testing interval of 15 m (50 ft).

- (d) Excavate shovel tests to at least 60 cm (2 ft) or the C horizon.

- (e) Conduct hand soil cores to at least 1 m (3 ft), spaced at 15 m (50 ft) intervals.

- (f) Conduct deep testing using a 2-inch-diameter or larger coring device or bucket auger at river crossings to 3 m (10 ft).
 - (g) Screen excavated materials through ¼-inch mesh or smaller hardware cloth.
 - (h) Restore excavated areas to original condition.
- (4) Record survey and testing results using field notes, maps, subsurface-testing forms, and photos.
 - (5) Delineate boundaries of sites and subsurface tests with GPS [provide GPS data in UTM projection, NAD83 horizontal datum, and units in meters].
 - (6) Prepare state site forms.
 - (7) Provide recommendations for Phase II testing and evaluation measures, including time and cost estimates.
 - (8) Evaluate buildings 50 years old or older for eligibility to the National Register of Historic Places.
 - (9) Cultural artifacts located during fieldwork belong to property owners. If property owners desire to donate the material(s) for curation, obtain a signed release form or donation agreement.
 - (10) Make curatorial arrangements with State Historical Society of North Dakota, meeting requirements of 36 CFR Part 79.
 - (11) Cease activity in the vicinity if human remains are found, associated and/or unassociated objects of cultural patrimony. Contact the appropriate authorities.
 - (12) Provide a right-of-entry agent to facilitate notification of property owners and compliance with right-of-entry agreements. Coordinate detailed right-of-entry responsibilities with Owner’s Right of Entry team.
- c) ON-CALL SERVICES: When specifically authorized in writing by Owner or Owner’s Project Management Consultant (PMC), provide cultural resource investigations as directed.
 - d) DELIVERABLES:
 - i) Field notes—one copy
 - ii) Field report(s)—letter report
 - iii) Draft contract report
 - iv) Final contract report
- 3) OWNER’S RESPONSIBILITIES
 - a) Owner shall have those responsibilities set forth in Article 2 and in EXHIBIT B of the Agreement.
 - b) Acquire Rights of Entry for properties to be investigated.

4) TIMES FOR RENDERING SERVICES

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
Task Order 1, Amendment 0 (All subtasks)	October 8, 2015	December 31, 2016 March 31, 2016

5) PAYMENTS TO CONSULTANT

- a) Owner shall pay Consultant for services rendered as follows:
 - i) Compensation for services identified under Subtasks A through C shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit C of the Agreement.
 - ii) The total compensation for services identified under the Task Order for Subtasks A through C is not-to-exceed the amount in the table below.
 - iii) Estimated budget for Subtask C, On-Call Services, is based on an allowance.

- iv) Consultant will notify Owner when eighty percent (80%) of the budget on Subtask C is expended.
- v) Consultant will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask C is expended.
- vi) Consultant will not perform work beyond one hundred percent (100%) of the budget for Subtask C without Owner's authorization by an amendment to this Task Order.

Subtask	Activity ID	Current Budget -\$)	Change (\$)	Revised Budget (\$)
A. Management and Coordination	<u>SW-1100</u>	7,200	<u>0</u>	<u>7,200</u>
B.1 Phase I Cultural Resources Investigations from Station 700+00 to 1475+00 – Pedestrian Survey and Reports	<u>SW-1100</u>	91,000	<u>0</u>	<u>91,000</u>
B.2 Phase I Cultural Resources Investigations from Station 700+00 to 1475+00 – Shovel Tests (10 at \$65 each)	<u>SW-1100</u>	650	<u>0</u>	<u>650</u>
B.3 Phase I Cultural Resources Investigations from Station 700+00 to 1475+00 – Hand Core Tests (10 at \$35 each)	<u>SW-1100</u>	350	<u>0</u>	<u>350</u>
B.4 Phase I Cultural Resources Investigations from Station 700+00 to 1475+00 – Deep Core Tests (10 at \$180 each)	<u>SW-1100</u>	1,800	<u>0</u>	<u>1,800</u>
C. On-Call Services (Allowance)	<u>SW-1100</u>	10,000	<u>0</u>	<u>10,000</u>
TOTAL		111,000	<u>0</u>	<u>111,000</u>

- b) The terms of payment are set forth in Article 4 of the Agreement and EXHIBIT C of the Agreement.
- c) When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.
- d) Provide monthly invoice and status report
 - i) Status report will accompany invoice, and detail work completed during the invoice period.
 - ii) Status report will be organized by subtask, and provide narrative of work completed on each subtask.
 - iii) Status of work completed will include:
 - (1) Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.
 - (2) Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.
 - (3) Dates of deliverables otherwise required under the Project Management task.

- 6) Consultants: None
- 7) Other Modifications to Agreement: No additions or modifications
- 8) Attachments:
 - a) Figure 1 - Station 700+00 to 1475+00 (Western Diversion Alignment)
- 9) Documents Incorporated By Reference:
 - a) Agreement Between Owner and Consultant For Professional Services, Task Order Edition, dated October 8, 2015

10) Terms and Conditions: Execution of this Task Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is October 8, 2015.

CONSULTANT:

Beaver Creek Archaeology, Inc.

Signature

Date

Wade Burns

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Wade Burns

Name

President

Title

**1632 Capitol Way
Bismarck, ND 58501**

Address

wburns@bcarch.org

E-Mail Address

(701) 663-5521

Phone

(701) 663-5589

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Darrell Vanyo

Name

Board Chair

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

**211 9th Street South
PO Box 2806
Fargo, ND 58108-2806**

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax

Technical Staff Recommendation

Meeting Date: 3/2/2016

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):

URS Corporation/AECOM

Task Order 1, Amendment 4 – Phase 1 Cultural Resources Investigations **\$147,000**

- Extend POP for subtasks A, B.I through B.VII, and C to March 31, 2017
- Add scope and budget for project management, additional fieldwork and reporting, and On-Call services for the extended POP
- Add requirements for monthly invoicing and status reporting

BACKGROUND:

Under Task Order 1, URS Corporation/AECOM (URS) is providing cultural resources investigations for the Project. URS has provided these professional services under Task Order 1 from May 9, 2013, to the present time. See the table below for a summary of the amendments to the Task Order.

This amendment extends the POP for several subtasks to March 31, 2017, and adds scope and budget for project management services, additional fieldwork and reporting, and additional On-Call services. It also adds additional requirements for monthly invoicing and status reporting.

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 1 Amendment 0	\$ -	\$495,000	\$ -	9-May-13	30-Sep-14	Initial authorization of All Work.
Task Order 1 Amendment 1	\$526,000	-	\$1,021,000	9-May-13	31-Dec-15	Added funding for subtasks A, B.I, B.II, B.V, and B.VI. Extended POP to 31-Dec-15.
Task Order 1 Amendment 2	\$244,130	-	\$1,265,130	9-May-13	31-Dec-15	Added funding for subtasks A, B.II, B.VII, and C.II. Reduced funding for subtasks B.I, B.III, B.VI, and C.I.
Task Order 1 Amendment 3	\$29,500	-	\$1,294,630	9-May-13	31-Mar-16	Added SOW and funding for Mickelson Levee and additional cemeteries. Extended POP to 31-Mar-16.
Task Order 1 Amendment 4	\$147,000	-	\$1,441,630	9-May-13	31-Mar-17	Adds scope and budget for project management activities, additional fieldwork and reporting, and additional On-Call services. Extends POP for subtasks A, B.I through B.VII, and C to 31-Mar-17.

DISCUSSION:

Amendment 4 to Task Order 1 adds scope and budget for several subtask activities, including:

1. Extends the Period of Performance (POP) one year for subtasks A, B.I through B.VII, and C to March 31, 2017.
2. Adds Project Management services budget for the extended POP.
3. Adds scope and budget for fieldwork and reporting within the Southern Alignment Change. This includes survey of an additional approximately 200 acres at the Red River Control Structure, documentation of up to 12 buildings in the direct or indirect APE, and anticipated additional deep testing.
4. Adds scope and budget for additional historic cemetery documentation.
5. Adds budget to the On-Call Services budget.
6. Adds additional requirements for monthly invoicing and status reporting, to improve the tracking and documentation and work progress.

TO1 Phase 1 Cultural Resources Investigations Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 4 (\$)	Total (\$)
A. Management and Coordination	SW-1100	94,000	15,000	109,000
B.I Reaches 1, 2, 4, 5, and 6	SW-1100	16,472	0	16,472
B.II In-Town Levees	SW-1100	261,000	0	261,000
B.III Reaches 4 and 5 EMPs	SW-1100	44,630	0	44,630
B.IV Western Alignment Change	SW-1100	44,500	0	44,500
B.V Southern Alignment Change	SW-1100	429,000	115,000	544,000
B.VI Proposed Oxbow-Hickson-Bakke Levee	SW-1100	128,760	0	128,760
B.VII Staging Area Historic Cemeteries	SW-1100	194,000	7,000	201,000
C. On-Call Services (Allowance)	SW-1100	20,000	10,000	30,000
C.I Wild Rice River Dam	SW-1100	52,268	0	52,268
C.II El Zagal Phase 2 Levee	SW-1100	10,000	0	10,000
TOTAL		1,294,630	147,000	1,441,630

The PMC reviewed URS’s cost proposal and found it to be acceptable.

This change amount of \$147,000 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 1, Amendment 4
2. URS cost proposal e-mail dated Feb 25, 2016

Presented by:



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

Mar 2, 2016

Date

Keith Berndt, Cass County Administrator

Concur: _____ Non-Concur: _____

April Walker, Fargo City Engineer

Concur: March 2, 2016 Non-Concur: _____

Mark Bittner, Fargo Director of Engineering

Concur: March 2, 2016 Non-Concur: _____

Jason Benson, Cass County Engineer

Concur: March 2, 2016 Non-Concur: _____

David Overbo, Clay County Engineer

Concur: March 2, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer

Concur: March 2, 2016 Non-Concur: _____

Nathan Boerboom, Diversion Authority Project
Manager

Concur: March 2, 2016 Non-Concur: _____

URS Corporation

Task Order No. 1, Amendment 43

MFDA Purchase Order No. 163308

Phase 1 Cultural Resources Investigations

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority ("Owner") and URS Corporation ("Engineer") for Professional Services – Task Order Edition, dated March 14, 2013 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 1 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. SPECIFIC PROJECT DATA

- A. Title: Phase 1 Cultural Resources Investigations
- B. Description: Complete the cultural resources investigation of the Diversion Channel that was started in prior years. Perform investigations of additional locations identified due to project footprint changes and identification of excavated material piles and construction staging areas.

2. SERVICES OF ENGINEER

- A. MANAGEMENT AND COORDINATION – Conduct Phase I cultural resources investigations in accordance with the following stipulations:
 - I. Engineer's key personnel shall meet the *Secretary of the Interiors Professional Qualification Standards* for Archaeology and Architectural History:
 - a. Principal investigator
 - b. Field and laboratory supervisor
 - c. Field crew chiefs
 - II. Obtain cultural resources permits from Minnesota and North Dakota, as appropriate.
 - III. Conduct a survey of project area by pedestrian examination, documenting prehistoric and historic archaeological sites, as well as standing structures.
 - IV. Establish and follow a health and safety program.
 - V. Conduct subsurface testing:
 - a. In areas where surface visibility is less than 30 percent or where the potential exists for buried cultural resources.
 - b. Include shovel testing, coring, soil borings, cutbank profiling, or other appropriate methods.
 - c. Use a subsurface testing interval of 15 m (50 ft).
 - d. Excavate shovel tests to at least 60 cm (2 ft) or the C horizon.
 - e. Conduct hand soil cores to at least 1 m (3 ft), spaced at 15 m (50 ft) intervals.
 - f. Conduct deep testing using a 2-inch-diameter or larger coring device or bucket auger at river crossings to 3 m (10 ft).

- g. Screen excavated materials through ¼-inch mesh or smaller hardware cloth.
 - h. Restore excavated areas to original condition. Engineer is liable for any crop or property damage that they cause.
 - VI. Record survey and testing results using field notes, maps, subsurface-testing forms, and photos.
 - VII. Delineate boundaries of sites and subsurface tests with GPS [provide GPS data in UTM projection, NAD83 horizontal datum, and units in meters].
 - VIII. Prepare state site forms.
 - IX. Provide recommendations for Phase II testing and evaluation measures, including time and cost estimates.
 - X. Evaluate buildings 50 years old or older for eligibility to the National Register of Historic Places.
 - XI. Cultural artifacts located during fieldwork belong to property owners. If property owners desire to donate the material(s) for curation, obtain a signed release form or donation agreement.
 - XII. Make curatorial arrangements with Minnesota Historical Society and State Historical Society of North Dakota, meeting requirements of 36 CFR Part 79.
 - XIII. Cease activity in the vicinity if human remains are found, associated and/or unassociated objects of cultural patrimony. Contact the appropriate authorities.
 - XIV. Provide a right-of-entry agent to facilitate notification of property owners and compliance with right-of-entry agreements. Attachment 7 provides detailed right-of-entry responsibilities.
 - XV. Subtask incorporates project and sub-task management; correspondence and other communication with client, project manager, and federal, state, and local agencies; preparation of project budgets; and general coordination.
- B. CONDUCT PHASE I CULTURAL RESOURCES INVESTIGATIONS IN THE FOLLOWING LOCATIONS:
 - I. REACHES 1, 2, 4, 5, AND 6: Approximately 90 acres remaining from the 2012 season. Attachment 1 and 1A have been provided for reference only. Approximately 35 acres within the construction limits of Reach 6 (CR-20 Bridge and Channel). Shapefiles will be provided to Engineer prior to start of field work.
 - II. IN-TOWN LEVEES: Approximately 20 acres in the area along 2nd Street between the BNSF Railroad on the north and NP Avenue on the south and also south of Main Avenue. Attachment 2 has been provided for reference only. Shapefiles will be provided to Engineer prior to start of field work.
 - a. Conduct initial architectural survey investigation to determine number of buildings impacted and estimated level of effort to complete architectural survey and report writing. Review with Owner.
 - b. In accordance with the Programmatic Agreement (PA) executed between USACE, North Dakota and Minnesota State Historic Preservation Offices (SHPOs), historic structures and buildings within ½ mile of the project features (including levees and floodwalls) will be evaluated.
 - i. Conduct a GIS based viewshed analysis within ½ mile indirect Area of Potential Effect (APE) of the In-Town Levees 2nd Street floodwall project to determine the outer limits of the visual effects of the floodwall.

- ii. Identify buildings 50 years old or older within the outer limits of the indirect APE and evaluate their eligibility to the National Register of Historic Places (NRHP).
 - iii. Conduct field surveys of identified buildings per North Dakota and Minnesota SHPO requirements.
 - iv. Record findings in a Phase I Cultural Resources Inventory (CRI) draft report. Provide draft report to USACE and North Dakota and Minnesota SHPOs for review. Incorporate comments and provide final CRI report.
- c. Provide additional consultation with ND SHPO and MN SHPO to further delineate the field methodology and the appropriate level of effort for the survey and reporting for the portions of the Project within the indirect APE.
- d. Mickelson Levee Extension: Complete the Phase I cultural resources survey and reporting for the Mickelson Levee Extension project.
- e. Mickelson Levee Extension Cultural Mitigation: The Mickelson levee extension was designed to minimize the impacts to historic structures as much as possible, while taking engineering, geotechnical, economic, and other factors into consideration. The residences at 16, 18, 24, and 26 North Terrace North and at 724 North River Road North cannot be preserved at their current locations with the selected levee extension alignment, and removal of these residences will have adverse effects on these historic properties.
- i. For the four (4) homes and associated historic garages at 16, 18, 24, and 26 North Terrace North, document the four houses at Historic American Buildings Survey (HABS) level III, to include a sketch plan of each house (and associated historic garage), large-format photographs of the exterior and interior of each house or digital format photographs (per <http://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm>), and a written history of each house. HABS documentation shall be completed by individuals with previous experience in HABS documentation.
 - ii. Complete updates of the official North Dakota architectural site forms for all five houses, indicating whether they were moved (giving new location) or demolished, including the date of such undertaking, and submit these updates to the Archaeology and Historic Preservation Division of the State Historical Society of North Dakota and to the Fargo Historic Preservation Commission.
 - iii. Update the National Register of Historic Places nomination form for the Fargo Oak Grove Residential Historic District to reflect the changes to the district resulting from the Mickelson Levee Extension Project, with updates to context sections, maps and new photos as appropriate.
 - iv. Prepare, fabricate, and install a permanent historical marker sign detailing the historic significance of the Oak Grove Residential Historic District and have said sign installed in that neighborhood. Maps, photographs and text for the sign will be reviewed by the North Dakota SHPO and the Fargo Historic

Preservation Commission prior to sign completion. Comply with the City of Fargo's sign code. Coordinated placement of the sign with City staff.

- v. Deliverables include: sketch plans, photographs, updated site forms, updated NRHP nomination form, and historical marker sign. Two sets of original photographs (negatives and archivally-stable prints) and associated documents shall be prepared for submission to the North Dakota SHPO and the Fargo Historic Preservation Commission. Two copies of these documents shall be submitted to the USACE and the Owner.
- III. REACHES 4 AND 5: Proposed Excavated Material Piles (EMPs) and construction staging areas. Attachment 3 has been provided for reference only. Shapefiles will be provided to Engineer prior to start of field work.
- a. Reach 4: Approximately 71 acres of EMPs, temporary work areas, and construction staging areas.
 - b. Reach 5: Approximately 112 acres of EMPs, temporary work areas, construction staging areas, and temporary by-pass channels.
- IV. WESTERN ALIGNMENT CHANGE: Conduct Phase 1 cultural resources investigations on approximately 30 acres (Parcel #'s 15000012355030 and 67000012655000) on the Western Alignment and provide a brief letter report on the work completed to date. Consolidate all previous data (notes, photographs, and correspondence) collected for Western Alignment and submit to the Owner.
- V. SOUTHERN ALIGNMENT CHANGE: Conduct Phase I cultural resources investigations on approximately 6,062 acres of the southern alignment, including the southern embankment, Wild Rice River control structure, Red River control structure, North Dakota tie-back levee, Minnesota tie-back levee, and the I-29 transportation corridor. Attachment 5 has been provided for reference only. Shapefiles will be provided to Engineer prior to start of field work.
- VI. PROPOSED OXBOW-HICKSON-BAKKE LEVEE: Conduct Phase I cultural resources investigations on approximately 1,062 acres of the levee footprint and areas inside the levee, including a pedestrian survey in agricultural fields, borrow areas, levee construction, and a reconnaissance survey along CR-18. Attachment 6 has been provided for reference only. Shapefiles will be provided to Engineer prior to start of field work.
- VII. STAGING AREA HISTORIC CEMETERIES: Conduct pedestrian surveys and Section 106 compliance reporting for nine (9) historic cemeteries located in Cass and Richland counties, North Dakota, and in Clay and Wilkin counties, Minnesota. U.S. Army Corps of Engineers (USACE) has identified these cemeteries as needing Phase I Cultural Resources survey for the Fargo-Moorhead Metro Flood Risk Management Project (Project).
- a. Tasks related to the Phase I survey and reporting for the cemeteries include: Field Prep, Mobilization, and Demobilization; Fieldwork, preparation of Site Forms, preparation of Reports, ROE coordination, Agency coordination, and Project Management.
 - b. Deliverables include: draft report submittal to USACE/SHPOs, response to comments, and final deliverables to MFDA, USACE, ND SHPO, MN OSA, and MHS.

- c. The nine (9) cemeteries are:
 - i. In Minnesota (5): Clara Cemetery, Wolverton Cemetery, Hoff Cemetery, and Comstock Cemetery.
 - ii. In North Dakota (4): North Pleasant Church Cemetery, Lium Cemetery, Lower Wild Rice and Red River Cemetery, Hemnes Cemetery, and St. Benedict's Cemetery.
 - C. ON-CALL SERVICES: when specifically authorized in writing by Owner or Owner's Project Management Consultant (PMC), provide cultural resource investigations as directed.
 - I. WILD RICE RIVER DAM: Approximately 4 acres on both banks of the Wild Rice River and within the construction limits area.
 - a. Conduct a Phase I cultural survey.
 - i. Conduct subsurface testing, including soil cores for the site.
 - b. Conduct a Phase II evaluation of the National Register of Historic Places eligibility of the existing Wild Rice Dam.
 - c. Proposed work schedule: complete field work by May 30, 2014, submit draft report June 30, 2014; thirty day North Dakota SHPO review ending July 30, 2014; and final report due August 29, 2014.
 - II. EL ZAGAL PHASE 2 LEVEE: complete the Phase I cultural resources survey and reporting for the El Zagal Phase 2 levee.
 - D. DELIVERABLES:
 - I. Field notes—one copy
 - II. Field report(s)—letter report
 - III. Draft contract report
 - IV. Final contract report
3. OWNER'S RESPONSIBILITIES
- A. Owner shall have those responsibilities set forth in Article 2 and in EXHIBIT B of the Agreement.
 - B. Acquire Rights of Entry for properties to be investigated.

4. TIMES FOR RENDERING SERVICES

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
A.	May 9, 2013	March 31, 201 7 ⁶
B.I and B.II	May 9, 2013	March 31, 201 7 ⁶
B.III through B.VII,	May 9, 2013	March 31, 201 7 ⁶
<u>C</u>	<u>May 9, 2013</u>	<u>March 31, 2017</u>
C.I	April 10, 2014	December 31, 2015
C.II	February 5, 2015	December 31, 2015

5. PAYMENTS TO ENGINEER

A. Owner shall pay Engineer for services rendered as follows:

- I. Compensation for services identified under Subtasks A through C shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit C of the Agreement.
- II. The total compensation for services identified under the Task Order for Subtasks A through C is not-to-exceed the amount in the table below.
- III. Estimated budget for Subtask C, On-Call Services, is based on an allowance.
 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask C, On-Call Services, is expended.
 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask C, On-Call Services, is expended.
 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask C, On-Call Services, without Owner's authorization by an amendment to this Task Order.

<u>Subtask</u>	<u>Activity ID</u>	<u>Current Budget (\$)</u>	<u>Change (\$)</u>	<u>Revised Budget (\$)</u>
A. MANAGEMENT and COORDINATION	<u>SW-1100</u>	<u>94,000</u> 69,000	<u>15,000</u> 25,000	<u>109,000</u> 94,000
B.I REACHES 1, 2, 4, 5 and 6	<u>SW-1100</u>	16,472	0	16,472
B.II IN-TOWN LEVEES	<u>SW-1100</u>	<u>261,000</u> 206,000	<u>0</u> 55,000	261,000
B.III REACHES 4 and 5 EMPs	<u>SW-1100</u>	44,630	0	44,630
B.IV WESTERN ALIGNMENT CHANGE	<u>SW-1100</u>	<u>44,500</u> 105,000	<u>0</u> 60,500	44,500
B.V SOUTHERN ALIGNMENT CHANGE	<u>SW-1100</u>	429,000	<u>115,000</u> 0	<u>544,000</u> 429,000
B.VI PROPOSED OXBOW-HICKSON-BAKKE LEVEE	<u>SW-1100</u>	128,760	0	128,760
B.VII STAGING AREA HISTORIC CEMETERIES	<u>SW-1100</u>	194,000	<u>7,000</u> 0	<u>201,000</u> 194,000
C. ON-CALL SERVICES (Allowance)	<u>SW-1100</u>	<u>20,000</u> 10,000	<u>10,000</u> 10,000	<u>30,000</u> 20,000

Subtask	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
			00	
C.I WILD RICE RIVER DAM	<u>SW-1100</u>	52,268	0	52,268
C.II EL ZAGAL PHASE 2 LEVEE	<u>SW-1100</u>	10,000	0	10,000
TOTAL		<u>1,294,630</u> 1,265 <u>,130</u>	<u>147,000</u> 29, <u>500</u>	<u>1,141,630</u> 1,294 <u>,630</u>

B. The terms of payment are set forth in Article 4 of the Agreement and EXHIBIT C of the Agreement.

C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.

D. Provide monthly invoice and status report

I. Status report will accompany invoice, and detail work completed during the invoice period.

II. Status report will be organized by subtask, and provide narrative of work completed on each subtask.

III. Status of work completed will include:

1. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.

2. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.

3. Dates of deliverables otherwise required under the Project Management task.

6. Consultants:

A. Land Services, Inc.

7. Other Modifications to Agreement: No additions or modifications

8. Attachments: None

9. Documents Incorporated By Reference:

A. Agreement between Owner and Engineer for Professional Services, dated March 14, 2013.

B. AWD-00051 Mickelson Levee Extension – Cultural Mitigation.

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is May 9, 2013.

ENGINEER:

URS Corporation

Signature

Date

Wm. R. Killam

Name

Vice President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Gordon C. Tucker, Jr.

Name

Program Manager

Title

URS Corporation
8181 E. Tufts Avenue
Denver, CO 80237

Address

Gordon.Tucker@urs.com

E-Mail Address

(303) 740-3850

Phone

(303) 694-3946

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Darrell Vanyo

Name

Board Chair

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

211 9th Street South
PO Box 2806
Fargo, ND 58108-2806

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax

From: Busko, Doug/FMH
Sent: Thursday, February 25, 2016 2:46 PM
To: Tucker, Gordon <gordon.tucker@aecom.com>
Cc: Albertson, Andy/BOI <Andy.Alberts@CH2M.com>; Glatzmaier, John/MSP <John.Glatzmaier@CH2M.com>; Bender, Marcia <marcia.bender@aecom.com>
Subject: RE: FM Diversion - AECOM/URS Task Order 1 Amendment 4

Thanks for the thorough summary, Gordy. I'll get to work on the amendment, and will contact you if I have any questions.

Doug

From: Tucker, Gordon [<mailto:gordon.tucker@aecom.com>]
Sent: Thursday, February 25, 2016 2:36 PM
To: Busko, Doug/FMH <Doug.Busko@CH2M.com>
Cc: Albertson, Andy/BOI <Andy.Alberts@CH2M.com>; Glatzmaier, John/MSP <John.Glatzmaier@CH2M.com>; Bender, Marcia <marcia.bender@aecom.com>
Subject: RE: FM Diversion - AECOM/URS Task Order 1 Amendment 4

Hello Doug,

We are currently working under Task Order 1 Amendment 3 (TO1 A3). The Period of Performance (PoP) for TO1 A3 expires on March 31, 2016. Below are our recommendations for contractual and budgetary adjustments, which will be captured in Task Order 1 Amendment 4 (TO1 A4).

1. **Period of Performance (PoP)** – We recommend that the PoP for this project be extended one year, to March 31, 2017. This extension should allow sufficient time to complete the remaining field and reporting tasks.
2. **Subtask A (Management & Coordination)** – Subtask A includes hours needed to complete tasks related to the management and coordination of the other Subtasks. These efforts include, but may not be limited to:
 - Coordination and preparations for fieldwork efforts
 - Coordination with USACE and North Dakota and Minnesota SHPO's
 - ROE coordination
 - Health and Safety coordination and review of a Safe Work Plan
 - Administrative, operations, GIS, and technical support related to coordinating fieldwork efforts with FDA, Technical Services Managers (CH2M Hill), and the federal Agency (USACE, St. Paul District)

As of 2/12/16, we have spent \$91,086 (97%) of the \$94,000 budget (TO1-A3). This is a persistent and ongoing effort, for which it is difficult to calculate accurately or completely the hours required to perform this task. We respectfully request additional funds for this effort.

➤ Request: **\$15,000**

3. **Subtask B.I (Reaches 1, 2, 4, 5, & 6)** – closed
4. **Subtask B.II (In-Town Levees)** – Subtask B.II encompasses a myriad of field and documentation efforts related to the construction of levees within the city limits of Fargo and Moorhead. TO1 A3 provided additional funds for completion of Level II Historic American Building Survey (HABS) documentation of five houses in Fargo that will be demolished.

As of 2/12/16, we have spent \$246,883 (95%) of the \$261,000 budget. Approximately \$6,000 of the remaining budget will be used to fund the fabrication and installation of the sign for the Fargo Oak Grove Residential Neighborhood Historic District. The remainder, approximately \$8,000 could be retained if additional tasks related to the In-Town Levees arise.

➤ Request: **No change to budget.**

5. **Subtask B.III (Reaches 4 & 5 EMPs)** – closed
6. **Subtask B.IV (Western Alignment)** – closed
7. **Subtask B.V (Southern Alignment Change)** – Subtask B.V includes the I-29 Road Raise, Minnesota and North Dakota Tie-Back Levees (except for new acreage on southern CR 17 Tie-Back), and the Red River inlet structure on the MN side of the Red River. We anticipate completion of the following tasks:
 - 80 acres of survey and one Built Environment site on the I-29 Road Raise in ND
 - 3,400 acres in Minnesota, calculated using a 2,200-foot-wide corridor for the tieback alignment (1,100 feet either side of the centerline), amount to approximately 1,760 acres. Assuming that we will survey all of the parcels through which the tieback embankment goes, then the survey area encompasses approximately 3,200 acres. Another 200 acres (more or less) at the Red River will be added for control structure construction.
 - Deep testing will be needed in the parcels at the Red River structure area (on the North Dakota side).
 - Documentation of 12 buildings: 3 in the direct APE and 9 in the indirect APE (does not include Upstream Staging Area Built Environment and CR 17 extension in North Dakota).
 - Deep Testing in Minnesota: six parcels will probably need Core Extraction Locations (CELs). CELs usually have five to six Core Extraction Points (CEPs).

As of 2/12/16, we have spent \$268,903 (63 percent) of the \$429,000 budget. Additional funds are needed for fieldwork and reporting.

➤ Request: **\$115,000**

8. **Subtask B.VI (OHB Levee)** – closed
9. **Subtask B.VII (Staging Area Cemeteries)** – Cultural resources investigations of several historic cemeteries within the Project area has been completed.
10. As of 2/12/16, we have spent \$193,557 (99.8%) of the \$194,000 budget. We did not document the cemeteries at Eagle Valley (200 interments), South Pleasant (250 interments), and Roen (3 interments). We did, however, document the 500 interments at the St. Benedict's Cemetery, which were not included in the original funding for this task. This was a lengthy and complicated effort. We seek additional funds to compensate our extra expenditures
 - Request: **\$7,000**
11. **Subtask C (On-Call Services)** – Subtask C is intended to cover any out-of-scope assignments that arise periodically.

As of 2/12/16, we have spent \$14,619 (73%) of the \$20,000 budget. It would be wise to augment the budget so that funds are available whenever these out-of-scope efforts arise.

 - Request: **\$10,000**
12. **Subtask C.I (Wild Rice River Dam)** – closed
13. **Subtask C.II (El Zagal Phase 2 Levee)** – closed

The following summarizes the aforementioned budget reallocations.

Subtask	Title	Current Budget (TO1-A3)	Expended (as of 2/12/16)	Proposed Increase	Revised Budget (TO1-A4)	Status
A.	Management and Coordination	\$94,000	\$91,086	\$15,000	\$109,000	Active
B.I	Reaches 1, 2, 4, 5, and 6	\$16,472	\$16,473	\$0	\$0	Closed
B.II	In-Town Levees	\$261,000	\$246,883	\$0	\$261,000	Active
B.III	Reaches 4 and 5 EMPs	\$44,630	\$44,630	\$0	\$0	Closed
B.IV	Western Alignment Change	\$44,500	\$42,829	\$0	\$0	Closed
B.V	Southern Alignment Change	\$429,000	\$268,903	\$115,000	\$494,000	Active
B.VI	Proposed OHB Levee	\$128,760	\$128,758	\$0	\$0	Closed
B.VII	Staging Area Cemeteries	\$194,000	\$193,557	\$7,000	\$209,000	Active
C	On-Call Services	\$20,000	\$14,619	\$10,000	\$30,000	Active
C.I	Wild Rice River Dam	\$52,268	\$42,331	\$0	\$0	Closed
C.II	El Zagal Phase 2 Levee	\$10,000	\$9,325	\$0	\$0	Closed
---	Allocation to Bismarck Office	---	\$9,937	---	---	---
TOTALS		\$1,294,630	\$1,109,331	\$147,000	\$1,441,630	

By the way, I will be out of the office tomorrow (2/26) and Monday (2/29). If you have any questions, please contact Marcia Bender at (303) 524-5121 or marcia.bender@aecom.com.

Thanks,
Gordy

Gordon C. Tucker Jr., PhD
Cultural Resources Team Lead
Environmental Department
Design and Consulting Services Group
D: 303-740-3850
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Technical Staff Recommendation

Meeting Date: 3/2/2016

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

Task Order 1, Amendment 7 – Project Management

\$398,000

- Add funding for subtasks A.i (Project Management) and A.ii (Public Involvement Assistance)
- Requires HMG to provide \$5M in project specific insurance for 2016
- Add requirements for monthly schedule updates
- Add requirements for monthly invoicing and status reporting
- **Extend POP for All Work to December 31, 2016**

BACKGROUND:

Under Task Order 1, Houston-Moore Group, LLC (HMG) is responsible for: providing for the overall project management of Engineer design teams and subcontractor design teams; coordinating with the Owner and Program Management Consultant (PMC); and providing public involvement assistance. HMG has provided these professional services from March 8, 2012, to the present time. See the table on the next page for a summary of the amendments to the Task Order.

This amendment adds funding for the Project Management and Public Involvement Assistance subtasks; requires HMG to provide \$5M in project specific insurance for 2016; adds requirements for updating the task order schedule on a monthly basis; adds requirements for monthly invoicing and status reporting; and extends the POP for All Work to December 31, 2016.

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 1 Amendment 0	\$ -	\$961,175	\$ -	8-Mar-12	30-Sep-12	Initial authorization of subtasks A through C.
Task Order 1 Amendment 1	\$1,075,000	-	\$2,036,675	8-Mar-12	30-Sep-13	Added subtask D. Insurance, and funding for subtasks A.i (Project Management) and A.ii (Public Involvement Assistance).
Task Order 1 Amendment 2	\$36,000	-	\$2,072,675	8-Mar-12	30-Sep-13	Added meetings and funding under A.i (Project Management).
Task Order 1 Amendment 3	\$350,000	-	\$2,422,675	8-Mar-12	30-Sep-14	Extended POP for All Work to 30-Sep-14, and added funding for subtask A.i (Project Management).
Task Order 1 Amendment 4	\$65,000	-	\$2,487,675	8-Mar-12	30-Sep-14	Added funding and reallocated existing funding within subtasks.
Task Order 1 Amendment 5	\$920,000	-	\$3,407,675	8-Mar-12	30-Sep-15	Extended POP for All Work to 30-Sep-15, and added funding for subtasks A.i (Project Management) and D. (Insurance).
Task Order 1 Amendment 6	\$450,000	-	\$3,857,675	8-Mar-12	31-Mar-16	Extended POP for All Work to 31-Mar-16, and added funding for subtasks A.i (Project Management), A.ii (Public Involvement Assistance), and D. (Insurance).
Task Order 1 Amendment 7	\$398,000	-	\$4,255,675	8-Mar-12	31-Dec-16	Adds funding for subtasks A.i (Project Management) and A.ii (Public Involvement Assistance). Adds insurance requirement for 2016. Adds requirements for monthly schedule updates invoicing and status reporting. Extends POP for All Work through 31-Dec-16.

DISCUSSION:

Amendment 7 to Task Order 1 extends the Period of Performance (POP) for All Work nine months, to December 31, 2016. Consequently, additional funding is necessary to continue ongoing activities on subtasks A.i (Project Management) and A.ii (Public Involvement Assistance). The amendment also requires HMG to provide \$5M in project specific insurance, and places additional requirements on HMG's monthly schedule, invoice, and status reports.

Task A.i Project Management: Addition of \$375,000. This consists of 9 months of service from April 2016 through December 2016 at an estimated monthly rate of \$50,000, adjusted for the approximate budget remaining at end of current POP (March 31, 2016) of \$75,000. This scope provides for the services of 2 full time project managers.

Task A.ii Public Involvement Assistance: Addition of \$23,000. This consists of 9 months of service from April 2016 through December 2016 at an estimated monthly rate of approximately \$2,500. This scope provides for anticipated labor and expenses to support public involvement activities, and is provided on an "as requested" basis.

Tasks B, C and D are adequately funded for the proposed POP extension to December 31, 2106 and do not require an adjustment at this time.

TO01 Project Management Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 7 (\$)	Total (\$)
A.i Project Management	SW-1150	2,989,175	375,000	3,364,175
A.ii Public Involvement Assistance	SW-1180	256,000	23,000	279,000
B. Project Controls	SW-1150	97,500	0	97,500
C. On-Call Services	SW-1150	50,000	0	50,000
D. Insurance	SW-1150	465,000	0	465,000
TOTAL		3,857,675	398,000	4,255,675

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

This change amount of \$398,000 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 1, Amendment 7

Presented by:



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

Mar 2, 2016

Date

Keith Berndt, Cass County Administrator
Concur: March 2, 2016 Non-Concur: _____

April Walker, Fargo City Engineer
Concur: March 2, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
Concur: March 2, 2016 Non-Concur: _____

Jason Benson, Cass County Engineer
Concur: March 2, 2016 Non-Concur _____

David Overbo, Clay County Engineer
Concur: March 2, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: March 2, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project
Manager
Concur: March 2, 2016 Non-Concur: _____

Houston-Moore Group, LLC

Task Order No. 1, Amendment 76

MFDA Purchase Order No. 151232

Project Management

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority ("Owner") and Houston-Moore Group, LLC (HMG) ("Engineer") for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 1 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

- A. Title: Project Management
- B. Description: Provide overall project management of Engineer design teams and subcontractor design teams, coordinate with Owner and Program Management Consultant (PMC), and provide public involvement assistance.
- C. Background:
 - i. Project Management will be led by two lead Project Managers, who will report to and work closely with the PMC to plan, organize, and direct activities required to implement the project. The lead Project Managers will have primary responsibility for satisfactory completion of assigned Task Orders. Engineer will assist Owner with the Owner's public involvement process. Such assistance is anticipated to include, at the request of Owner or PMC, attending public meetings, preparing exhibits, displays, and presentations for public meetings, meeting with individuals or agencies, and other task to be determined.
 - ii. Provide project controls, including general scheduling and reporting, compliance with USACE, Owner, and PMC guidelines and protocols, schedule management, and invoicing.
 - iii. Provide on-call services as requested by Owner or PMC for tasks not included in defined scopes.

2. Services of Engineer

- A. Project Management
 - i. General responsibilities for this task include, but are not limited to, the following:
 1. Provide the primary points of contact with the PMC.
 2. Provide overall project management to satisfactorily complete assigned Task Orders.
 3. Provide day-to-day management oversight of Engineer's Design Consultant Teams (DCTs) for assigned Task Orders.

ii. Public Involvement Assistance: General responsibilities for this task include, but are not limited to, the following:

1. Attend public meetings and meetings with individual property and business owners. For requested public events, attend and give project presentations.
2. Prepare exhibits, displays, and presentations for public meetings.
3. Develop project animations of staging area and function of Diversion.
4. Provide up to 8 staff for individual meetings with residents in the upstream staging area communities of Oxbow, Hickson, and Bakke.
5. Meet with individuals or agencies, and other tasks determined by Owner or PMC.

Deliverables

i. Monthly reports

B. Project Controls: Responsibilities for this task include, but are not limited to, the following:

i. General

1. Establish and maintain task order cost and schedule reporting systems.
2. Prepare budget and schedule reports, implement cost and schedule variance reporting systems, and issue periodic variance reports.
3. Establish and maintain a change control system.
4. Track and report status for each task order.

ii. USACE/Diversion Authority Compliance

1. Develop Project Management Guide/Protocols Document
2. Develop Project Specific Safety Plan
3. Develop Project Document Controls/Standards
4. Develop Quality Assurance Plan (QAP)
5. Develop survey standards

iii. Schedule Management

1. Review and monitor task order schedules.
2. Implement a schedule reporting system, which will monitor and manage the progress of project tasks on a monthly basis.

3. Provide monthly schedule update.

a. CH2M HILL / AE2S will provide a P6 schedule prior to the last Friday of each month.

b. Engineer will update the actual start and finish dates and provide estimated expected finish dates based on their work progress.

c. Monthly schedule updates will be provided by Engineer to CH2M HILL / AE2S by the first Friday of the subsequent month (within one week of month end).

Deliverables

- i. Prepare and submit project controls budget and schedule updates for monthly reports, and monthly invoices.
- C. On-Call Services: Respond to requests for services from PMC for tasks not included in defined scopes. Requests will be provided by PMC in writing. Work will not be performed by Engineer without authorization by PMC or Owner.

Deliverables

- i. On-call service deliverables as requested.
- D. Insurance: Provide \$5M in project specific insurance as a project cost (\$5M of project specific insurance is to be provided at Engineer’s expense) for 2012, 2013, 2014, ~~and 2015~~, and 2016.

Deliverables

- i. Insurance Certificates naming the Diversion Board of Authority, Fargo, ND; City of Fargo, ND; Cass County, Fargo, ND; Cass County Joint Water Resource District, West Fargo, ND; City of Moorhead, MN; Clay County, Moorhead, MN; Buffalo-Red River Watershed District, Barnesville MN; North Dakota State Water Commission, Bismarck, ND; and CH2M HILL as additional insureds.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
All Work	March 8, 2012	December 31, 2016 <u>March 31, 2016</u>

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered as follows:
 - i. Compensation for services identified under Subtasks A through D shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
 - ii. The total compensation for services identified under the Task Order for Subtasks A through D is not-to-exceed amount as defined in the table below.
 - iii. Estimated budget for Subtask A.ii, Public Involvement Assistance, and Subtask C, On-Call Services, is based on an allowance.
 - 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask A.ii, Public Involvement Assistance, and Subtask C, On-Call Services, is expended.
 - 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask A.ii, Public Involvement Assistance, and Subtask C, On-Call Services, is expended.
 - 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask A.ii, Public Involvement Assistance, and Subtask C, On-Call Services, without Owner’s authorization by an amendment to this Task Order.

Subtask	<u>Activity ID</u>	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A.i Project Management	<u>SW-1150</u>	2,989,175	375,000 0,000	<u>3,364,175</u> <u>9,175</u>
A.ii Public Involvement Assistance	<u>SW-1180</u>	256,000	23,000 00	<u>279,000</u> <u>256,000</u>
B. Project Controls	<u>SW-1150</u>	97,500	0	97,500
C. On-Call Services	<u>SW-1150</u>	50,000	0	50,000
D. Insurance	<u>SW-1150</u>	465,000	0 130,000	465,000
TOTAL		3,857,675	398,000 0,000	<u>4,255,675</u> <u>857,675</u>

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.

D. Provide monthly invoice and status report

i. Status report will accompany invoice, and detail work completed during the invoice period.

ii. Status report will be organized by subtask, and provide narrative of work completed on each subtask.

iii. Status of work completed will include:

1. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.

2. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.

B-3. Dates of deliverables otherwise required under the Project Management task.

6. Consultants:

- A. Barr Engineering Company
- B. Braun Intertec Corporation
- C. HDR, Inc.
- D. Kadrmas, Lee & Jackson
- E. Northern Technologies, Inc.
- F. SRF Consulting Group, Inc.

7. Other Modifications to Agreement: None

8. Attachments: None

— Documents Incorporated By Reference: None

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is March 8, 2012.

DRAFT

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Jeffry J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

Signature

Date

Darrell Vanyo

Name

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

211 9th Street South
PO Box 2806
Fargo, ND 58108-2806

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax



Technical Staff Recommendation

Meeting Date: 2/23/2016

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

Task Order 6, Amendment 8 – Land Management \$0

- Add requirements for monthly invoicing and status reporting
- Extend POP for All Work to December 31, 2016

BACKGROUND:

Houston-Moore Group, LLC (HMG) is responsible for performing land management services during the pre- and early-acquisition period of the Diversion Project, including property appraisals, land owner coordination, and acquisition of properties. HMG has provided these professional services under Task Order 6 from March 8, 2012, to the present time. See the table on the next page for a summary of the amendments to the Task Order.

This amendment adds requirements for monthly invoicing and status reporting, and extends the POP for All Work to December 31, 2016.

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 6 Amendment 0	\$ -	\$197,500	\$ -	8-Mar-12	30-Sep-12	Initial authorization of subtasks A through G.
Task Order 6 Amendment 1	\$250,600	-	\$448,100	1-Oct-12	30-Sep-13	Increased scope of parcels to be acquired.
Task Order 6 Amendment 2	\$90,000	-	\$538,100	8-Nov-12	30-Sep-13	Added subtask H. Draft Real Estate Opinion of Cost.
Task Order 6 Amendment 3	\$0	-	\$538,100	8-Mar-12	30-Sep-14	Extended POP for All Work.
Task Order 6 Amendment 4	\$0	-	\$538,100	8-Mar-12	30-Sep-14	Narrowed scope to MN parcels.
Task Order 6 Amendment 5	\$80,000	-	\$618,100	8-Mar-12	30-Sep-14	Reallocated existing funding and added new funding for acquisition of MN parcels.
Task Order 6 Amendment 6	\$0	-	\$618,100	8-Mar-12	30-Sep-15	Extended POP for All Work.
Task Order 6 Amendment 7	\$11,000	-	\$629,100	8-Mar-12	31-Mar-16	Extended POP for All Work, added funding for subtasks A and D/F/G.
Task Order 6 Amendment 8	\$0	-	\$629,100	8-Mar-12	31-Dec-16	Adds requirements for monthly invoicing and status reporting. Extends POP for All Work to 31-Dec-16.

DISCUSSION:

Amendment 8 to Task Order 6 adds requirements for monthly invoicing and status reporting, to improve the tracking and documentation of work progress. It also extends the Period of Performance (POP) for All Work to December 31, 2016.

TO06 Land Management Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 8 (\$)	Total (\$)
A. Rights-of-Entry	SW-1170	417,000	0	417,000
B. Perform Appraisals (Allowance)	SW-1170	41,000	0	41,000
C. Land Owner Meetings	SW-1170	6,000	0	6,000
D., F., G. Management and Coordination	SW-1170	61,000	0	61,000
E. Property Acquisition (Allowance)	SW-1170	26,000	0	26,000
H. Draft Real Estate Opinion of Cost	SW-1170	78,100	0	78,100
TOTAL		629,100	0	629,100

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

This change amount of \$0 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 6, Amendment 8

Presented by:



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

Feb 25, 2016

Date

Keith Berndt, Cass County Administrator
Concur: _____ Non-Concur: _____

April Walker, Fargo City Engineer
Concur: Feb 25, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
Concur: Feb 25, 2016 Non-Concur: _____

Jason Benson, Cass County Engineer
Concur: Feb 25, 2016 Non-Concur _____

David Overbo, Clay County Engineer
Concur: Feb 25, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: Feb 25, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project
Manager
Concur: Feb 26, 2016 Non-Concur: _____

Houston-Moore Group, LLC

Task Order No. 6, Amendment 87

MFDA Purchase Order No. 151237

Land Management Services

In accordance with Paragraph 1.01 of the Agreement Between Fargo-Moorhead Flood Diversion Authority ("Owner") and Houston-Moore Group, LLC (HMG) ("Engineer") for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 6 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

- A. Title: Land Management Services
- B. Description: Perform land management services as requested during the pre- and early-acquisition period of the Diversion Project. Services are generally related to determination of design information, outreach communication with land owners affected by the project, and appraisals of properties requesting hardship purchase. Prepare and update the opinion of cost for the purchase of anticipated real property and easements for properties within proposed project.
 - i. Prior to Amendment 4 of this Task Order, work under subtask 2.H (Draft Real Estate Opinion of Cost) was completed for the whole project, and work under subtasks 2.A through 2.G was previously done for the whole project (North Dakota and Minnesota). For Amendment 4 of this Task Order, as listed in the scope below, the Engineer will generally provide land management services in Minnesota for the Diversion Project.
- C. Background: The Owner selected three (3) firms to perform land acquisition services at the Board meeting on February 9, 2012. During the design phase of the project, and prior to execution of the Project Partnership Agreement, the services will generally be related to acquiring Right-of-Entry authorization for determination of information required for design documents, communications with land owners within the project boundaries, communication with the United States Army Corps of Engineers (USACE) Real Estate staff, preparation of appraisals for specific parcels, and early acquisition of properties.
 - i. The Owner has assigned Cass County Joint Water Resource District (CCJWRD) to manage the negotiated acquisition of property in North Dakota for the Diversion Project, and the North Dakota land acquisition services of the three (3) selected firms are now contracted with the CCJWRD. For Amendment 4 of this Task Order, as listed in the scope below, the Engineer will generally provide land management services in Minnesota for the Diversion Project.

2. Services of Engineer

- A. Perform Right-of-Entry services in Minnesota as requested. Activities include:

- i. Maintain the existing GIS database of parcels originally prepared by the USACE. Develop and maintain an interactive web-based GIS database showing right-of-entry status of parcels.
 - ii. Prepare exhibits as required for contact with land owners.
 - iii. Prepare right-of-entry agreements with land owners. Perform Title Research and exhibits as required for this process.
 - iv. Assign and manage contractors requiring access to properties for development of design related information.
 - v. Coordinate with legal support and Courts as required to gain right-of-entry for properties requiring court actions.
 - vi. Maintain communication with USACE real estate staff to coordinate right-of-entry activities.
- B. Perform appraisals on properties in Minnesota as directed by the PMC. Prepare appraisals based on Federal land acquisition guidelines.
- C. Attend up to five (5) meetings with Minnesota land owner groups affected by the diversion project as requested. Prepare handouts and presentations as required with the land owner groups.
- D. Maintain communication with USACE real estate staff as required. Specific activities include weekly calls, exchange of database information including status of right-of-entry requests, and other periodic contacts.
- E. Acquire Minnesota properties as directed by the PMC. Acquisition shall be in accordance with USACE guidelines as modified by Owner policy directives.
- F. As directed by the PMC, coordinate with the activities of other firms contracted with the Owner to perform tasks on the land management process. Ulteig Engineering, Inc. and ProSource Technologies, Inc. will be working for the Owner on land management activities concurrently.
- G. Prepare monthly report of Engineer activities and status of each active parcel.
- H. Draft Real Estate Opinion of Cost. Activities include:
 - i. Retain appraisal firms to research recent comparable sales of lands similar to those found within the proposed project route by land use type and location. Compile research information by land use type and location in a sales data book. This information is for estimating purposes only, not for justification of appraisal services or purchase offers.
 - ii. Create a database of current properties located within the proposed project route based on the defined use and function.
 - 1. Urban platted but unoccupied lots
 - a. Determine the number of lots to be acquired within the proposed project boundaries
 - b. Utilize Assessed Value times a factor to update potential costs
 - c. Start with a factor of 127% and verify based off professional judgement and recent sales information
 - d. No Appraisals will be completed
 - 2. Urban housing by use
 - a. Verify the number of units to be acquired within the new project boundaries

- b. Utilize Assessed Value times a factor plus relocation to update potential costs
 - c. Start with 127% and verify based off professional judgement and recent sales information
 - d. No Appraisals will be completed
- 3. Rural un-platted lands
 - a. Determine acreage to be purchased within the proposed project boundaries
 - b. Develop basic data book of recent sales to determine average value per acre of agricultural land to be used for cost update
- 4. Rural platted unoccupied lands
 - a. Determine the number of lots to be acquired within the proposed project boundaries
 - b. Utilize Assessed Value times a factor to update potential costs
 - c. Start with 127% and verify based off professional judgement and recent sales information
 - d. No Appraisals will be completed
- 5. Rural occupied homes and unoccupied structures (“farmsteads”)
 - a. Determine the number of farmsteads to be acquired within the proposed project boundaries and with impacts greater than 3 feet in staging area.
 - b. Determine and apply an average cost per farmstead to be acquired based off of preliminary assessment of value
 - c. Determine and apply an average cost per farmstead to be protected by levees or elevating for properties with impacts less than 3 feet in staging area.
- 6. Commercial properties
 - a. Determine the number of businesses to be acquired within the proposed project boundaries.
 - b. Determine values based off preliminary review by appraisal team for each property being acquired.
- 7. Permanent easements
 - a. Prepare estimated range of flowage easements for land in the staging area.
 - i. Option with stop gap insurance in place
 - ii. Option without stop gap insurance in place
- 8. Temporary construction easements
 - a. Use a fixed percentage of real estate purchase cost based on historical numbers within the region
- 9. Anticipated relocation costs by property use
 - a. Use values based on recent hardship appraisals
- iii. Update base maps with proposed project route to identify occupied farm sites and unoccupied structures.
- iv. Research flowage easement compensation practices and payment structures.

- v. Coordinate with other firms assisting on the cost update. Up to two (2) independent Appraisal firms may be developing portions of above scope under independent contracts with the Diversion Authority .
- vi. Prepare Draft Real Estate Opinion of Cost and Draft Summary Report outlining procedures and methodologies used in developing the Draft Real Estate Opinion of Cost.

Deliverables:

- i. Updated database of parcel status.
 - ii. Monthly report outlining land management activities performed and land acquisition status. Report costs for appraisals and property acquisition on a parcel basis. Identify appraisal and acquisition costs separately.
 - iii. Draft Real-Estate Opinion of Cost
 - iv. Draft Summary Report
3. Owner's Responsibilities
Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.
4. Times for Rendering Services

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
All Work	March 8, 2012	December 31, 2016 <u>March 31, 2016</u>

5. Payments to Engineer
- A. Owner shall pay Engineer for services rendered as follows:
- i. Compensation for services identified under Subtasks A through G shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
 - ii. The total compensation for services identified under the Task Order for Subtasks A through H amount as defined in the table below.
 - iii. Estimated budgets for Subtask B, Perform Appraisals, and Subtask E, Property Acquisition, are based on an allowance.
 - a. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask B, Perform Appraisals, and Subtask E, Property Acquisition, is expended.
 - b. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask B, Perform Appraisals, and Subtask E, Property Acquisition, is expended.
 - c. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask B, Perform Appraisals, and Subtask E, Property Acquisition, without Owner's authorization by an amendment to this Task Order.

Subtask	<u>Activity ID</u>	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Rights-of-Entry	<u>SW-1170</u>	417,000	0	417,000
B. Perform Appraisals (Allowance)	<u>SW-1170</u>	41,000	0	41,000
C. Land Owner Meetings	<u>SW-1170</u>	6,000	0	6,000
D., F., G. Management and Coordination	<u>SW-1170</u>	61,000	0	61,000
E. Property Acquisition (Allowance)	<u>SW-1170</u>	26,000	0	26,000
H. Draft Real Estate Opinion of Cost	<u>SW-1170</u>	78,100	0	78,100
TOTAL		629,100	0	629,100

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.

D. Provide monthly invoice and status report

II. Status report will accompany invoice, and detail work completed during the invoice period.

III. Status report will be organized by subtask, and provide narrative of work completed on each subtask.

IV. Status of work completed will include:

a. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.

b. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.

c. Dates of deliverables otherwise required under the Project Management task.

6. Consultants:

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated By Reference: None

9-10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is March 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____
Jeffry J. Volk
Name

Signature _____ Date _____
Darrell Vanyo
Name

President
Title

Chairman, Flood Diversion Board of Authority
Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman
Name

Keith Berndt
Name

Sr. Project Manager
Title

Cass County Administrator
Title

925 10th Avenue East
West Fargo, ND 58078
Address

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(701) 237-5065
Phone

(701) 241-5720
Phone

Fax

(701) 297-6020
Fax

Technical Staff Recommendation

Meeting Date: 3/1/2016

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

Task Order 7, Amendment 5 – Recreation and Use Master Plan and Design \$0

- Add requirements for monthly invoicing and status reporting
- Extend POP for All Work to December 31, 2016

BACKGROUND:

Under Task Order 7, Houston-Moore Group, LLC (HMG) is responsible for continuing development of the Recreation and Use Master Plan for the Diversion Project, including preliminary and final design development for right and left band Excavated Material Berm (EMB) grading. HMG has provided these professional services from June 14, 2012, to the present time. See the table below for a summary of the amendments to the Task Order.

This amendment adds requirements for monthly invoicing and status reporting, and extends the POP for All Work to December 31, 2016.

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 7 Amendment 0	\$ -	\$240,000	\$ -	14-Jun-12	30-Apr-15	Initial authorization of subtasks A and B.
Task Order 7 Amendment 1	\$0	-	\$240,000	14-Jun-12	30-Sep-14	Added subtask C. Design Support, and extended the POP for several Work Package designs.
Task Order 7 Amendment 2	\$16,000	-	\$256,000	14-Jun-12	30-Sep-15	Extended the POP for several Work Package designs, and added funding for subtask B.
Task Order 7 Amendment 3	\$90,000	-	\$346,000	14-Jun-12	30-Sep-15	Added Work Packages, 25, 26, and 28, and funding for them.
Task Order 7 Amendment 4	\$0	-	\$346,000	14-Jun-12	31-Mar-16	Extended the POP to 31-Mar-16.
Task Order 7 Amendment 5	\$0	-	\$346,000	14-Jun-12	31-Dec-16	Adds requirements for monthly invoicing and status reporting. Extends the POP to 31-Dec-16.

DISCUSSION:

Amendment 5 to Task Order 7 adds requirements for monthly reporting and status reporting, to improve the tracking and documentation of work progress. It also extends the Period of Performance (POP) for All Work to December 31, 2016.

TO07 Recreation and Use Master Plan and Design Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 5 (\$)	Total (\$)
A. Recreation and Use Master Plan – Revised Draft	SW-1080	25,000	0	25,000
B. Undulation Design – Outlet to I-94	SW-1080	212,000	0	212,000
C. Design Support	SW-1080	109,000	0	109,000
TOTAL		346,000	0	346,000

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

This change amount of \$0 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 7, Amendment 5

Presented by:



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

Mar 1, 2016

Date

Keith Berndt, Cass County Administrator
Concur: March 2, 2016 *Non-Concur:* _____

April Walker, Fargo City Engineer
Concur: March 2, 2016 *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: March 2, 2016 *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: March 2, 2016 *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: March 2, 2016 *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: March 2, 2016 *Non-Concur* _____

Nathan Boerboom, Diversion Authority Project
Manager
Concur: March 2, 2016 *Non-Concur:* _____

Houston-Moore Group, LLC

Task Order No. 7, Amendment 54

MFDA Purchase Order No. 152022

Recreation and Use Master Plan and Design

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority ("Owner") and Houston-Moore Group, LLC (HMG) ("Engineer") for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 7 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

- A. Title: RECREATION AND USE MASTER PLAN AND DESIGN
- B. Description: A draft Recreation and Use Master Plan has been developed. It includes overall concepts for the diversion corridor and specific recommendations for the northern portion (I-94 to the Outlet). Continue development of the Recreation and Use Master Plan for the Diversion Project, including preliminary and final design development for right and left bank Excavated Material Berm (EMB) grading.
- C. Background: The Diversion Project will be a major feature in the Fargo-Moorhead area. Although it will be a critical component for reducing the risk of catastrophic flood impacts in the area, it will actually be used only a small percent of the time. The beneficial use of the project features, when not actively used for flood mitigation, need to be determined.

2. Services of Engineer

- A. RECREATION AND USE MASTER PLAN – Revised Draft. Revise select components of the master plan document to reflect the most recent diversion design. Modification consist of the elimination of row crop agriculture on the left EMB, the narrowing of the EMB widths, the realignment of the diversion near I-94, and the consolidated CR 31/4 bridge. Master Plan revisions will include:
 - I. Executive Summary, insert revised graphics and text from Section 6 and insert revised preliminary construction Cost Estimate from Section 7.
 - II. Section 4 Diversion Channel Analysis, new graphic that depicts the most recent diversion design and associated text that explains the diversion modifications.
 - III. Section 5 North Section Alternatives Considered. Change existing draft preferred alternative to preliminary preferred alternative and move to section 5.
 - IV. Section 6 Preferred Alternative, Figures 6.2 – 6.6 and associated text.
 - V. Section 7 Implementation, Table 7.3 (Preliminary Construction Cost Estimate).
 - VI. Appendix A.14 Preliminary Cost Estimate Details.

Revised Master Plan graphics for the preferred alternative will be provided to the Diversion Authority's Program Management Consultant for review.

A draft final Recreation and Use Master Plan will be developed that incorporates the revised graphics and text associated with the most recent diversion design and public input. The draft final Master Plan will be submitted to the Diversion Authority's Program Management Consultant for a final review.

- B. **UNDULATION DESIGN – Outlet to Maple River.** Develop a design for an undulating surface, consistent with concepts in the draft Recreation and Use ~~Plan, that~~Plan, which can be incorporated into design documents. For each work package, at 35% design submittals, design teams will provide a digital terrain model (DTM) in a LandXML format showing a “base right bank EMB” based on geotechnical stability requirements, excavation volumes, and an approximate 50-50 split for placing excavated material on each side of the channel. The base EMB will include a top graded at a 2% slope to shed drainage away from the diversion channel. The design team will also provide a “maximum berm height” that the undulations may not exceed. Design the undulations based on the information provided, balancing overall earth work quantities. Develop a draft Microstation DGN file and Inroads DTM file in a LandXML format for the right bank EMB undulation design and submit for review. Include additional design information such as input to Specifications, construction notes, seeding options, and additional details and notes to convey the design intent.

If requested by design team, modify DTM and provide Final DTM in a LandXML format. Review design team-developed drawings and provide comments. Provide guidance to the design teams at bridge locations for bench layout or at-grade trail crossing to be compatible with future trail systems.

Deliverables:

- I. Draft DGNs, DTMs and design specifications and drawing notes for Diversion Channel Reaches: 1, 2, 3, 4, 5, 6, 17, and 18.
 - II. Final DGNs, and DTMs and design specifications and drawing notes for Diversion Channel Reaches: 1, 2, 3, 4, 5, 6, 17, and 18.
 1. Due to EMB design modifications, provide updated undulating berm designs for impacted channel reaches.
 - III. Draft DGNs, DTMs and design specifications and drawing notes for Bridge Reaches: CR31/CR4 Bridge, I-29 and CR81 Bridges, BNSF Hillsboro RR Bridge, CR32 and CR22 Bridges, BNSF Prosper RR Bridge, CR20 Bridge, and CR17 Bridge.
 - IV. Final DGNs and DTMs and design specifications and drawing notes for Bridge Reaches: CR31/CR4 Bridge, I-29 and CR81 Bridges, BNSF Hillsboro RR Bridge, CR32 and CR22 Bridges, BNSF Prosper RR Bridge, CR20 Bridge, and CR17 Bridge.
- C. **DESIGN SUPPORT for WP-42 (RED RIVER LEVEES) and WP-43 (O/H/B RING LEVEE) –WP-42 and WP-43 could provide benefits by incorporating improved aesthetics and recreational features, including plantings and trails.**
- I. WP-42 - Provide consulting services to assist with the incorporation of aesthetic and recreational features into the project design. Coordinate with the adjacent City of Fargo projects.
 - II. WP-43 - Provide design and consulting services to assist with the incorporation of aesthetic and recreational features into the project design. For WP – 43A and WP – 43C, coordinate with the City of Oxbow and the Oxbow Golf and Country Club projects. Work with community representatives and project stakeholders to develop relocated Oxbow Park concept. Prepare relocated Oxbow Park bidding documents.

III. Deliverables:

1. Concept drawings, specifications.
2. Design review services.
3. Final Oxbow Park Relocation bidding documents

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
A. Recreation and Use Master Plan Volume One – Revised Draft	June 14, 2012	September 30, 2012
B. Undulation Design – Outlet to I-94:		
Submit the draft undulation design 45 days prior to the FTR-DQC (for USACE Work Packages) or 45 days prior to the 30 percent submittal (for LERRDS Work Packages). Revise and resubmit final undulation design within 20 days of receipt of review comments.		
Initial dates for each work package are as follows:		
WP-01 – Reach 1 Draft and Final Submittals	June 14, 2012	October 4, 2012
WP-02 – CR31/CR4 Bridge Draft and Final Submittals	June 14, 2012	October 29, 2012
WP-03 – Reach 2 Draft and Final Submittals	June 14, 2012	March 22, 2013
WP-04 – (Reach 3) I-29 and CR81 Bridges Draft and Final Submittals	June 14, 2012	October 29, 2012
WP-05 – (Reach 3) BNSF Hillsboro RR Bridge Draft and Final Submittals	June 14, 2012	September 30, 2014
WP-06 – Reach 4 Draft and Final Submittals	June 14, 2012	December 31, 2016 <u>March 31, 2016</u>
WP-07 – CR32 and CR22 Bridges Draft and Final Submittals	June 14, 2012	December 31, 2016 <u>March 31, 2016</u>
WP-08 – Reach 5 Draft and Final Submittals	June 14, 2012	December 31, 2016 <u>March 31, 2016</u>
WP-09 – BNSF Prosper RR Bridge Draft and Final Design Submittals	June 14, 2012	December 31, 2016 <u>March 31, 2016</u>
WP-10A – Reach 6 Draft and Final Submittals	June 14, 2012	December 31, 2016 <u>March 31, 2016</u>
WP-11 – CR20 Bridge Draft and Final Submittals	June 14, 2012	December 31, 2016 <u>March 31, 2016</u>
WP-25 – Reach 17 Draft and Final Submittals	April 9, 2015	December 31, 2016 <u>March 31, 2016</u>
WP-26 – Reach 18 (Inlet Structure) Draft and Final Submittals	April 9, 2015	December 31, 2016 <u>March 31, 2016</u>
WP-28 – CR17 Bridge Draft and Final Submittals	April 9, 2015	December 31, 2016 <u>March 31, 2016</u>

Subtask

Start Time

Completion Time

C. Design Support

September 12, 2013

December 31,
2016~~March 31, 2016~~

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

I. Compensation for services identified shall be in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement. The total compensation for services identified under the Task Order is not-to-exceed amount as defined in the table below.

Subtask	<u>Activity ID</u>	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Recreation and Use Master Plan – Revised Draft	<u>SW-1080</u>	25,000	0	25,000
B. Undulation Design – Outlet to I-94	<u>SW-1080</u>	212,000	0	212,000
<u>C.</u> Design Support	<u>SW-1080</u>	109,000	0	109,000
TOTAL		346,000		346,000

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.

D. Provide monthly invoice and status report

I. Status report will accompany invoice, and detail work completed during the invoice period.

II. Status report will be organized by subtask, and provide narrative of work completed on each subtask.

III. Status of work completed will include:

a. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner’s Representative, or others to progress work, anticipated completion date of subtasks.

b. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.

c. Dates of deliverables otherwise required under the Project Management task.

6. Consultants:

- A. Barr Engineering Company
- B. SRF Consulting Group, Inc.

7. Other Modifications to Agreement: None

8.—Attachments: None

8.

9. Documents Incorporated By Reference: **None**

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

9.—None

~~10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.~~

The Effective Date of this Task Order is June 14, 2012.

DRAFT

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffrey J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

**925 10th Avenue East
West Fargo, ND 58078**

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

Signature _____ Date _____

Darrell Vanyo

Name

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

**211 9th Street South
PO Box 2806
Fargo, ND 58108-2806**

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax

Technical Staff Recommendation

Meeting Date: 2/23/2016

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

Task Order 10, Amendment 7 – Utilities Design and Identification – Outlet to I-94 (North); I-94 to Staging Area (South); and Red River Levees Project Areas

\$0

- Add requirements for monthly invoicing and status reporting
- Extend POP for All Work to December 31, 2016

BACKGROUND:

Houston-Moore Group, LLC (HMG) is the Engineer of Record for the preparation of utility relocation plans; utility relocation services; utility relocation designs (when required); relocation determinations; and performance specifications, for the relocation of utilities within the areas of the project described in the Task Order. HMG has provided these professional services under Task Order 10 from June 14, 2012, to the present time. See the table on the next page for a summary of the amendments to the Task Order.

This amendment adds requirements for monthly invoicing and status reporting, and extends the POP for All Work to December 31, 2016.

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 10 Amendment 0	\$ -	\$94,000	\$ -	14-Jun-12	30-Sep-13	Initial authorization of subtasks A through D.
Task Order 10 Amendment 1	\$194,000	-	\$288,000	14-Feb-13	30-Sep-13	Added subtask for South utilities.
Task Order 10 Amendment 2	\$50,000	-	\$338,000	24-Apr-13	30-Dec-13	Added subtask for Red River Levees utilities.
Task Order 10 Amendment 3	\$0	-	\$338,000	14-Jun-12	30-Sep-14	Extended POP for North and South subtasks to 30-Sep-14, and the POP for the Red River Levees subtask to 30-Jun-14.
Task Order 10 Amendment 4	\$0	-	\$338,000	14-Jun-12	30-Sep-14	Added two City of Fargo sanitary sewer force mains to scope.
Task Order 10 Amendment 5	\$0	-	\$338,000	14-Jun-12	30-Sep-15	Extended POP to 30-Sep-15.
Task Order 10 Amendment 6	\$0	-	\$338,000	14-Jun-12	31-Mar-16	Extended POP to 31-Mar-16.
Task Order 10 Amendment 7	\$0	-	\$338,000	14-Jun-12	31-Dec-16	Adds requirements for monthly invoicing and status reporting. Extends POP for All Work to 31-Dec-16.

DISCUSSION:

Amendment 7 to Task Order 10 adds requirements for monthly invoicing and status reporting, to improve the tracking and documentation of work progress. It also extends the Period of Performance (POP) for All Work to December 31, 2016.

TO10 Utility Relocation and Identification Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 10 (\$)	Total (\$)
NORTH				
A. Utility Relocation Plan	SW-1250	37,000	0	37,000
B. Utility Relocation Services for Specific Utility Owners	DE-8360	22,000	0	22,000
C. Relocation Design (Allowance)	DE-8550	30,000	0	30,000
D. Relocation Support Services	DE-8360	5,000	0	5,000
SOUTH				
Utility Relocation Plan	SW-1535	194,000	0	194,000
RED RIVER LEVEES				
A. Utility Relocation Plan	WP-42D Design Cost – Utility Relocate	50,000	0	50,000
TOTAL		338,000	0	338,000

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

This change amount of \$0 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 10, Amendment 7

Presented by:



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

Feb 25, 2016

Date

Keith Berndt, Cass County Administrator

Concur: _____ Non-Concur: _____

April Walker, Fargo City Engineer

Concur: Feb 25, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering

Concur: Feb 25, 2016 Non-Concur: _____

Jason Benson, Cass County Engineer

Concur: Feb 25, 2016 Non-Concur _____

David Overbo, Clay County Engineer

Concur: Feb 25, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer

Concur: Feb 25, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project
Manager

Concur: Feb 26, 2016 Non-Concur: _____

Houston-Moore Group, LLC

Task Order No. 10, Amendment ~~76~~

MFDA Purchase Order No. 152025

Utilities Design and Identification - Outlet to I-94 (North), I-94 to Staging Area (South), and Red River Levees Project Areas

In accordance with Paragraph 1.01 of the Agreement Between Fargo-Moorhead Flood Diversion Authority ("Owner") and Houston-Moore Group, LLC (HMG) ("Engineer") for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 10 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

- A. Title: UTILITIES DESIGN and IDENTIFICATION - OUTLET to I-94 (NORTH), I-94 to STAGING AREA (SOUTH), and RED RIVER LEVEES project areas.
- B. Description: Provide utility relocation plans, utility relocation services, utility relocation designs when required, utility relocation support services, relocation determination and performance specifications, for the relocation of utilities from the Diversion Outlet at the Red River (Station 0+00) through (Station 901+00) at I-94 (NORTH), from I-94 (Station 901+00) through the Diversion Inlet, Embankments, and Staging Area (SOUTH), and the RED RIVER LEVEES project area.
- C. Background: Various utilities such as power lines, communication lines, gas lines, and water lines have been identified and located within the proposed Diversion Channel footprint, embankments, Staging Area, and Red River levee project area, or will cross the Diversion Channel, and there may be additional utilities that have not yet been identified. These utilities will have to be relocated or abandoned prior to construction of the Diversion Channel, embankments, Staging Area, Red River Levees, and appurtenant structures. Some utilities will be relocated by contractors under contract with the Diversion Authority, while others will be relocated by the utility owner.

Currently identified utilities in the North Section include:

- I. Overhead power (9), buried power (4).
- II. Buried fiber optic (4), buried copper wire (7).
- III. Buried natural gas (2).
- IV. Buried water (8).

Anticipated utilities in the South Section include:

- I. Overhead power, buried power.
- II. Buried fiber optic, buried copper wire.
- III. Buried natural gas.

- IV. Buried water.
- V. Buried wastewater.

Anticipated utilities in the Red River Levee project area include:

- I. Overhead power, buried power.
- II. Buried fiber optic, buried copper wire.

2. Services of Engineer

A. UTILITY RELOCATION PLAN:

- I. Identify and field locate utilities from the Maple River to I-94.
- II. Obtain copies of filed easements from the Maple River to I-94.
- III. Work with impacted utility owners and provide utility relocation plans for impacted utilities from the Outlet to I-94.
- IV. Comply with requirements in the Fargo-Moorhead Metro Area Flood Risk Management Utility Relocation Requirements, (MFR No. 010, CEMVP-PM-B).
- V. Identify and field locate utilities from I-94 to the Staging Area.
- VI. Obtain copies of filed easements from I-94 to the Staging Area.
- VII. Meet with or contact impacted utility owners and develop preliminary utility relocation plans or approaches for impacted utilities from I-94 to the Staging Area.
- VIII. Develop preliminary utility relocation plans or approaches for impacted utilities in the 2nd Street/downtown Fargo area of the Red River Levees project.
- IX. Develop an estimated schedule or time frame and cost for each utility.

Deliverables:

- I. Preliminary Utility Relocation Plans (North, South, and Red River Levees).
- II. Final Utility Relocation Plans (North).

B. UTILITY RELOCATION SERVICES FOR SPECIFIC UTILITY OWNERS (NORTH):

- I. Work with impacted utility owners to develop utility relocation documents for impacted utilities.
- II. Provide performance specifications for utilities to be relocated by utility owners.
- III. Assist with negotiations of relocation agreements with the utility owners.

C. RELOCATION DESIGN:

- I. Develop utility relocation design documents (technical specifications and drawings) for utilities to be relocated under contract to the Diversion Authority.
 - 1. WP-43 (OHB Ring Levee) – Construction of the OHB Ring Levee requires relocation of existing utilities that cross the levee. Provide relocation design documents for two (2) City of Fargo sanitary sewer force mains. Include design documents in WP-43D (Road Raises and Interior drainage) design package and include in ATR submittal to USACE.

Deliverables:

I. Utility relocation design documents.

D. RELOCATION SUPPORT SERVICES (NORTH):

I. If requested by Owner or PMC, review relocation documents prepared by utility companies.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
NORTH		
Utility Relocation Plan	06/14/12	08/31/12
Utility Relocation Services for Specific Utility Owners	06/14/12	<u>12/31/163/31/16</u>
Relocation Design	07/02/12	<u>12/31/163/31/16</u>
Relocation Support Services	07/16/12	<u>12/31/163/31/16</u>
SOUTH		
Utility Relocation Plan ¹	02/14/13	<u>12/31/163/31/16</u>
RED RIVER LEVEES		
2 nd Street/Downtown Area Utility Relocation Plan	04/24/13	<u>12/31/163/31/16</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

I. Compensation for services identified under Subtasks A through D shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.

II. The total compensation for services identified under the Task Order, for Subtasks A through D is not-to-exceed amount as defined in the table below.

III. Estimated budget for Subtask C, Relocation Design, is based on an allowance.

1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask C, Relocation Design, is expended.
2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask C, Relocation Design, is expended.
3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask C, Relocation Design, without Owner's authorization by an amendment to this Task Order.

¹ Schedule is subject to Diversion Authority obtaining rights of entry.

<u>Subtask</u>	<u>Activity ID</u>	<u>Current Budget (\$)</u>	<u>Change (\$)</u>	<u>Revised Budget (\$)</u>
<u>NORTH</u>				
<u>A. Utility Relocation Plan</u>	<u>SW-1250</u>	<u>37,000</u>	<u>0</u>	<u>37,000</u>
<u>B. Utility Relocation Services for Specific Utility Owners</u>	<u>DE-8360</u>	<u>22,000</u>	<u>0</u>	<u>22,000</u>
<u>C. Relocation Design (Allowance)</u>	<u>DE-8550</u>	<u>30,000</u>	<u>0</u>	<u>30,000</u>
<u>D. Relocation Support Services</u>	<u>DE-8360</u>	<u>5,000</u>	<u>0</u>	<u>5,000</u>
<u>SOUTH</u>				
<u>Utility Relocation Plan</u>	<u>SW-1535</u>	<u>194,000</u>	<u>0</u>	<u>194,000</u>
<u>RED RIVER LEVEES</u>				
<u>A. Utility Relocation Plan</u>	<u>WP-42D Design Cost – Utility Relocate</u>	<u>50,000</u>	<u>0</u>	<u>50,000</u>
<u>TOTAL</u>		<u>338,000</u>	<u>0</u>	<u>338,000</u>

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. When invoicing work, Engineer shall note the Activity ID (shown in the table above) associated with each invoiced activity.

D. Provide monthly invoice and status report

II. Status report will accompany invoice, and detail work completed during the invoice period.

III. Status report will be organized by subtask, and provide narrative of work completed on each subtask.

IV. Status of work completed will include:

a. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.

b. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.

c. Dates of deliverables otherwise required under the Project Management task.

B.—

6. Consultants: None

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated By Reference: None

9-10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

~~10.1. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.~~

The Effective Date of this Task Order is June 14, 2012.

DRAFT

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Jeffry J. Volk

Name

Signature

Date

Darrell Vanyo

Name

President

Title

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Keith Berndt

Name

Sr. Project Manager

Title

925 10th Avenue East

West Fargo, ND 58078

Address

Cass County Administrator

Title

211 9th Street South , PO Box 2806

Fargo, ND 58108-2806

Address

cgthielman@houstoneng.com

E-Mail Address

berndtk@casscountynd.gov

E-Mail Address

(701) 237-5065

Phone

(701) 241-5720

Phone

Fax

(701) 297-6020

Fax

Technical Staff Recommendation

Meeting Date: 3/1/2016

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

Task Order 11, Amendment 4 – Design of Work Package 11 (Reach 6 and CR-20 Bridge) \$0

- Reallocates existing funding
- Add requirements for monthly invoicing and status reporting
- Extend POP for All Work to June 30, 2016

BACKGROUND:

Houston-Moore Group, LLC (HMG) is the Engineer of Record for the design and preparation of contract documents for the construction of Reach 6 and the new County Road 20 (CR-20) bridge, grade changes, local drainage facilities and structures, and 2700 feet of diversion channel; and coordination with the BNSF Prosper Railroad Bridge that will be designed by others. HMG has provided these professional services under Task Order 11 from September 13, 2012, to the present time. See the table on the next page for a summary of the amendments to the Task Order.

This amendment reallocates existing funding, adds requirements for monthly invoicing and status reporting, and extends the POP for All Work to June 30, 2016.

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 11 Amendment 0	\$ -	\$771,000	\$ -	1-Oct-12	30-Sep-13	Initial authorization of All Work.
Task Order 11 Amendment 1	\$0	-	\$771,000	1-Oct-12	30-Jun-14	Extended POP to 30-Jun-14.
Task Order 11 Amendment 2	\$0	-	\$771,000	1-Oct-12	31-Mar-15	Extended POP to 31-Mar-15.
Task Order 11 Amendment 3	\$0	-	\$771,000	1-Oct-12	31-Mar-16	Extended POP to 31-Mar-16.
Task Order 11 Amendment 4	\$0	-	\$771,000	1-Oct-12	30-Jun-16	Reallocates existing funding, adds requirements for monthly invoicing and status reporting, and extends the POP to 30-Jun-16.

DISCUSSION:

As the activities of TO11 near completion, a rebalancing of the budgets is needed to shift funding from subtasks where less work than anticipated was actually required, to subtasks where additional effort was expended. The adjusted budgets shown in the table below reflect the allocations needed to complete the subtasks. Amendment 4 also adds requirements for monthly invoicing and status reporting, to improve the tracking and documentation of work progress. Lastly, the amendment extends the Period of Performance (POP) for All Work to June 30, 2016.

TO11 Design of Work Package 1 (Reach 6 and CR-20 Bridge) Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 4 (\$)	Total (\$)
100 Project Management and Coordination	DE-5330	34,000	0	34,000
200 Field Survey	DE-5330	15,000	25,000	40,000
300 Roadway Design	DE-5330	140,000	0	140,000
400-409 Preliminary Bridge Design	DE-5330	82,000	8,000	90,000
410 Preliminary Channel Design	DE-5330	58,000	12,000	70,000
500-509 Final Bridge Design Calculations	DE-5330	101,000	0	101,000
510 Final Channel Design	DE-5330	34,000	46,000	80,000
600-609 Bridge Plan Preparation	DE-5330	150,000	(90,000)	60,000
610 Channel Plan Preparation	DE-5330	45,000	55,000	100,000
700 QA/QC	DE-5330	112,000	(56,000)	56,000
TOTAL		771,000	0	771,000

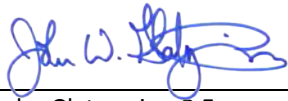
The PMC reviewed HMG's revised cost proposals and found it to be acceptable.

This change amount of \$0 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 11, Amendment 4

Presented by:



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

Mar 1, 2016

Date

Keith Berndt, Cass County Administrator
Concur: March 2, 2016 Non-Concur: _____

April Walker, Fargo City Engineer
Concur: March 2, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
Concur: March 2, 2016 Non-Concur: _____

Jason Benson, Cass County Engineer
Concur: March 2, 2016 Non-Concur _____

David Overbo, Clay County Engineer
Concur: March 2, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: March 2, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project
Manager
Concur: March 2, 2016 Non-Concur: _____

Houston-Moore Group, LLC

Task Order No. 11, Amendment 43

MFDA Purchase Order No. 155529

Design of Work Package 11 (Reach 6 and CR-20 Bridge)

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority ("Owner") and Houston-Moore Group, LLC (HMG) ("Engineer") for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 11 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

- A. Title: Design of Work Package 11 (Reach 6 and CR-20 Bridge)
- B. Description: As part of the Owner's Lands, Easements, Rights of Way, Relocations, and Disposal (LERRDs) work, design and prepare contract documents for the construction of Reach 6 and the new County Road 20 (CR-20) bridge, grade changes, local drainage facilities and structures, and 2700 feet of diversion channel, and coordination with the BNSF Prosper Railroad Bridge to be designed by others.
- C. Background: The draft Red River Diversion Master Transportation Plan provides for one (1) bridge perpendicular to the diversion channel, CR-20 in Reach 6. Approach roadways will need to be reconstructed to accommodate the raised elevation of the new structure and provide appropriate approach roadway grades and cross section. This road is an aggregate surfaced road, serving farm to market and rural residential needs. United States Army Corps of Engineers (USACE) will provide some design criteria for the bridge, including length, channel geometry, pier configuration, and clearance line elevation. USACE will provide diversion channel design criteria. USACE has contracted with BNFS Railway Company (BNFS) to design the BNSF Prosper Railroad Bridge.

2. Services of Engineer

- A. General
 - i. Design of Work Package 11 Contract Documents: Prepare contract documents (Plans and Specifications) for the construction of Reach 6 and the new CR-20 bridge, associated roads, local drainage facilities, and diversion channel. Design items include, but are not limited to:
 1. CR-20 bridge, approximately 520 feet long and per Cass County roadway bridge design requirements and USACE design criteria.
 2. 2700 feet of diversion channel per USACE design requirements.
 3. Include a list and forms of permits required for construction of these facilities.

- ii. Coordination with design of the BNSF Prosper Railroad Bridge.
- iii. Roadway and bridge design services will be prepared in accordance with applicable Cass County Standards, NDDOT Design Manual, NDDOT Cadd Standards, and AASHTO bridge and roadway design specifications, modified as required for this project. Plan drawings will be generated using MicroStation V8i. Survey will follow USACE standards and will be translated to Cass County standards under a future Task Order.

B. Scope of Work

100 Project Management and Coordination

101 Project Schedule.

Develop and maintain a project schedule. The schedule will include the establishment of milestone dates for the major work items. Review and adjust the schedule as necessary to incorporate changes in the work concept and progress to date.

102 Progress Reports (Monthly).

Provide written progress reports describing the work performed on each task. Provide progress reports concurrently with the monthly invoice.

103 Bridge Design Team Meetings.

Participate in weekly team meetings (conference calls) to discuss design progress, technical issues, and other topics developed as the project progresses.

104 Coordination Meetings.

Participate in coordination meetings with the PMC, USACE, BNSF Railway, contractors or other organizations relevant to the project.

200 Field Survey

201 Survey Criteria and Standards Development.

Use project survey criteria and standards to meet deliverable requirements of the project stakeholders including the NDDOT, Cass County, and USACE.

202 Landowner Notification.

Notify landowners prior to accessing property to conduct the field survey in accordance with Right-of-Entry agreements. Coordinate access with PMC and Owner.

203 Field Survey.

Collect survey data in accordance with the criteria developed in Task 201. Field survey will include establishing control, collecting topographic data of the existing ground and roadways, utilities, drainage features, and existing right of way.

204 Compile Data and Generate Base Map.

Download the survey data collected and generate a base map for development of project plan drawings.

205 Geotechnical Location Survey.

Stake the location of the planned soil borings and record the coordinates and elevation of the borings for inclusion in the geotechnical report and the project plans.

206 Pickup Survey.

After the final bridge alignment and elevation has been established, collect additional data from the site if needed.

207 Survey Control Report.

Develop a report documenting the survey control established for the bridge site and the standards used.

300 Roadway Design

301 Preliminary Roadway Design.

Perform preliminary roadway design functions and prepare preliminary roadway plans for review Cass County and the PMC. The preliminary design will include the following:

- Traffic Operations
- Preliminary alignment and profile
- Settlement countermeasure concepts
- Existing and proposed typical sections
- Establish subgrade criteria
- Preliminary pavement/section design
- Roadway design report

302 Final Roadway Design and Plan Preparation.

Develop the final roadway design and final plans and conduct a Plans, Specifications and Estimate (PS&E) review meeting with Cass County, the local sponsors, and other interested parties and agencies. Preparation of final roadway plans will consist of the following:

- Final alignment and grade
- Final typical section
- Traffic control/construction staging
- Utility relocations
- Drainage design
- Signing and pavement marking
- Guardrail design and plans
- Settlement countermeasures
- Roadway plan drawings
- Roadway plan notes and special provisions

Assemble and distribute plans for review.

Attend a PS&E Review Meeting and provide written response to comments.

400 Preliminary Bridge Design

401 Develop Design Criteria.

Develop a Bridge Design Criteria Document detailing the governing design and construction specifications, the hydraulic and geometric criteria used to determine the bridge length and elevation, material strengths and properties, and specific design methodologies to be used for the major components of the bridge. Deliver the Bridge Design Criteria Document to the PMC for distribution to project stakeholders for review. Incorporate comments and produce a final document.

402 Bridge Length Determination.

Determine the final bridge length in accordance with the design criteria established for the bridge.

403 Superstructure Design.

Perform preliminary design calculations to establish the preliminary designs for the girders, bridge deck, and traffic barriers. Per evaluations in previous task orders, base design on prestressed concrete I-girders.

404 Substructure Design.

Perform preliminary design calculations to establish the preliminary designs for the piers and abutments. Per evaluations in previous task orders, base design on driven.

405 Evaluate Use of Alternate Designs.

Not used.

406 Bridge Aesthetic Design Concepts.

Incorporate bridge aesthetic concepts and features developed in Task Order No. 3.

407 Type, Size & Location Inspection (TS&L).

Conduct a TS&L Inspection with the bridge owners and other interested parties to confirm the site conditions and the suitability of the bridge concept. Complete and distribute TS&L report following the meeting.

408 Bridge Preliminary Design Report.

Prepare a Bridge Preliminary Design Report to document the conceptual designs studied, the structure site data, hydraulic and geotechnical criteria used as a basis for the design, a discussion of the span optimization process used, and a recommendation for bridge substructure and superstructure, along with a recommendation regarding the use of alternate designs.

410 Channel Preliminary Design.

Prepare a draft Preliminary Design Report (PDR) on the Diversion Channel design for 2,700 feet of channel, consistent with USACE Design Criteria and Engineer's analysis of specific project requirements. The PDR will be submitted to USACE for review. Respond to USACE and Owner comments and issue a final PDR.

500 Final Bridge Design Calculations

501 Design Kickoff Meeting.

Participate in a design kickoff meeting with the bridge owner and other interested parties to discuss the final design criteria, the submittal schedule, and agency review requirements.

502 Foundation/Substructure Design.

The substructure design will be either driven piles. The following elements are included in the substructure design:

- Finalize geotechnical criteria
- Foundation design
- Pier column and cap design
- Abutment design
- Bearing design
- Scour countermeasures

503 Superstructure Design.

The superstructure design is based on designing prestressed concrete I-girders as the structural system. The following elements are included in the superstructure design:

- Deck design
- Girder design
- Camber and deflection calculations
- Pier and abutment diaphragms
- Traffic barriers
- Drainage system
- Expansion joints
- Utility supports (if applicable)

510 Final Channel Design.

Based on the final PDR, prepare final design drawings and specifications of the Diversion Channel, including a 90% cost estimate. Submit design to Owner and USACE for review. Respond to Owner and USACE comments and issue 90% design.

600 Bridge Plan Preparation

601 30% Plan Submittal.

- Bridge Layout
- Construction Staging
- Preliminary Foundation/Substructure
- Preliminary Superstructure
- Miscellaneous Sheets (Soil borings, framing plan, etc.)

Assemble and distribute plans.

Attend review meeting and provide written response to comments.

602 90% Plans.

- Bridge layout
- Construction staging
- Foundation/substructure
- Superstructure
- Miscellaneous sheets
- Aesthetic details
- Details
- Plan notes
- Quantity calculations
- Special Provisions

Assemble and distribute plans.

Attend PS&E Review Meeting and provide written response to comments.

610 Channel Plan Preparation.

Prepare plans and specifications for inclusion in construction documents.

700 Quality Assurance/Quality Control

701 Internal Design Review (IDR).

This review will consist of internal quality control checks and quality assurance reviews of the design calculations and the 30%, 90%, and final plan submittals.

702 Discipline Design Review (DDR).

This review will consist of cross review of the bridge plans, roadway plans, diversion channel plans, and the geotechnical report by the various disciplines involved in the project.

703 Rotational Team Review (RTR).

The design calculations and bridge plans for each bridge will be reviewed by designers from a team other than the team that designed the bridge to ensure consistency in design approach and compliance with NDDOT and Cass County standards across the overall team.

Deliverables

1. Project Schedule with milestone dates for key activities and monthly updates
2. Monthly Progress Reports
3. Survey Control Report
4. Roadway Design Report
5. Preliminary Bridge Design Report
6. Final Roadway Plans
7. Channel Preliminary Design Report
8. 90% Channel Design
9. Final Channel Plan Submittal
10. 30% Bridge Plan Submittal
11. 90% Bridge Plan Submittal
12. Final Bridge Plan Submittal
13. 30% cost estimate
14. 90% cost estimate
15. Contract Documents (final plans and specifications)

Work not included in this Scope of Services

1. Environmental documentation and permitting
2. Utility Relocation Agreements
3. ROW Acquisition including Appraisals, Title Searches, Title Opinions, Deeds
4. Bid documents and bidding services

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
Design of Work Package 11 (Reach 6 and CR-20 Bridge) Contract Documents (100 % Plans and Specifications)	October 1, 2012	June 30, March 31, 2015 2016

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

- i. Compensation for services identified under Subtasks 100 through 700 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.

- ii. The total compensation for services identified under the Task Order, for Subtasks 100 through 700 is not-to-exceed \$771,000 as defined in the table below.

Subtask	Activity ID	Assumed Distribution (\$)	Current Budget (\$)	Change (\$)	Revised Budget (\$)
100 Project Management and Coordination	<u>DE-5330</u>	34,000	<u>34,000</u>	<u>0</u>	<u>34,000</u>
200 Field Survey	<u>DE-5330</u>	15,000	<u>15,000</u>	<u>25,000</u>	<u>40,000</u>
300 Roadway Design	<u>DE-5330</u>	140,000	<u>140,000</u>	<u>0</u>	<u>140,000</u>
400-409 Preliminary Bridge Design	<u>DE-5330</u>	82,000	<u>82,000</u>	<u>8,000</u>	<u>90,000</u>
410 Preliminary Channel Design	<u>DE-5330</u>	58,000	<u>58,000</u>	<u>12,000</u>	<u>70,000</u>
500-509 Final Bridge Design Calculations	<u>DE-5330</u>	101,000	<u>101,000</u>	<u>0</u>	<u>101,000</u>
510 Final Channel Design	<u>DE-5330</u>	34,000	<u>34,000</u>	<u>46,000</u>	<u>80,000</u>
600-609 Bridge Plan Preparation	<u>DE-5330</u>	150,000	<u>150,000</u>	<u>(90,000)</u>	<u>60,000</u>
610 Channel Plan Preparation	<u>DE-5330</u>	45,000	<u>45,000</u>	<u>55,000</u>	<u>100,000</u>
700 Quality Assurance/Quality Control	<u>DE-5330</u>	112,000	<u>112,000</u>	<u>(56,000)</u>	<u>56,000</u>
TOTAL		771,000	771,000	0	771,000

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.

D. Provide monthly invoice and status report

II. Status report will accompany invoice, and detail work completed during the invoice period.

III. Status report will be organized by subtask, and provide narrative of work completed on each subtask.

IV. Status of work completed will include:

a. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.

b. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.

c. Dates of deliverables otherwise required under the Project Management task.

6. Consultants:

~~B-A.~~ Barr Engineering Company

~~C-B.~~ Braun Intertec Corporation

~~D-C.~~ HDR, Inc.

~~E-D.~~ Kadrmas, Lee & Jackson

~~F-E.~~ Northern Technologies, Inc.

~~G-F.~~ SRF Consulting Group, Inc.

7. Other Modifications to Agreement: None
8. Attachments: None
9. Documents Incorporated By Reference: None

DRAFT

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is September 13, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Jeffrey J. Volk

Name

Signature

Date

Darrell Vanyo

Name

President

Title

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Sr. Project Manager

Title

Cass County Administrator

Title

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Technical Staff Recommendation

Meeting Date: 3/1/2016

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

Task Order 14, Amendment 4 – Transportation and Local Drainage

Master Plans South

\$0

- Reallocate existing funding
- Add requirements for monthly invoicing and status reporting
- Extend POP for All Work to December 31, 2016

BACKGROUND:

Houston-Moore Group, LLC (HMG) is the Engineer of Record for:

- Developing a Transportation Master Plan for the southern section (I-94 to the Staging Area) to accommodate required access and roadway transportation for local farm access; emergency service access; school bus routing; local traffic routing; construction equipment and haul routing; and Interstate highway car and truck traffic.
- Determining the requirements for local drainage along the Diversion Channel and structures, embankments, and Staging Area draw down, and developing a plan to incorporate the requirements into the projects.
- Developing a conceptual design of the south interchange of I-29 and the Diversion Channel.

HMG has provided these professional services under Task Order 14 from February 14, 2013, to the present time. See the table on the next page for a summary of the amendments to the Task Order.

This amendment reallocates existing funding, adds requirements for monthly invoicing and status reporting, and extends the POP for All Work to December 31, 2016.

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 14 Amendment 0	\$ -	\$605,000	\$ -	14-Feb-13	30-Sep-13	Initial authorization of All Work.
Task Order 14 Amendment 1	\$0	-	\$605,000	14-Feb-13	30-Jun-14	Extended POP to 30-Jun-14.
Task Order 14 Amendment 2	\$0	-	\$605,000	14-Feb-13	30-Sep-15	Extended POP to 30-Sep-15.
Task Order 14 Amendment 3	\$0	-	\$605,000	14-Feb-13	31-Mar-16	Extended POP to 31-Mar-16.
Task Order 14 Amendment 4	\$0	-	\$605,000	14-Feb-13	31-Dec-16	Reallocates existing funding, adds requirements for monthly invoicing and status reporting, and extends the POP to 31-Dec-16.

DISCUSSION:

As the activities of Task Order 14 near completion, a rebalancing of the budgets is needed to shift funding from subtasks where less work than anticipated was actually required, to subtasks where additional effort was expended. The adjusted budgets shown in the table below reflect the allocations needed to complete the subtasks. Amendment 4 also adds requirements for monthly invoicing and status reporting, to improve the tracking and documentation of work progress. Lastly, the amendment extends the Period of Performance (POP) for All Work to December 31, 2016.

TO14 Transportation and Local Drainage Master Plans South Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 4 (\$)	Total (\$)
A. Transportation Master Plan South	SW-1525	105,000	(27,918.19)	77,081.81
B. Local Drainage Plan South	SW-1545	350,000	24,890.56	374,890.56
C. I-29 South Conceptual Design of Interchange	DE-6790	150,000	3,027.63	153,027.63
TOTAL		605,000	0	605,000

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

This change amount of \$0 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 14, Amendment 4

Presented by:



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

Mar 1, 2016

Date

Keith Berndt, Cass County Administrator
Concur: March 2, 2016 *Non-Concur:* _____

April Walker, Fargo City Engineer
Concur: March 2, 2016 *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: March 2, 2016 *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: March 2, 2016 *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: March 2, 2016 *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: March 2, 2016 *Non-Concur* _____

Nathan Boerboom, Diversion Authority Project
Manager
Concur: March 2, 2016 *Non-Concur:* _____

Houston-Moore Group, LLC

Task Order No. 14, Amendment 4

MFDA Purchase Order No. 160644

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority ("Owner") and Houston-Moore Group, LLC (HMG) ("Engineer") for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 14 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

A. Title: TRANSPORTATION AND LOCAL DRAINAGE MASTER PLANS SOUTH

B. Description:

Transportation Master Plan South – Develop a Transportation Master Plan for the southern section (I-94 to the Staging Area) to accommodate required access and roadway transportation for local farm access; emergency service access; school bus routing; local traffic routing; construction equipment and haul routing; and Interstate highway car and truck traffic.

Local Drainage Plan South – Determine the requirements for local drainage along the Diversion Channel and structures, embankments, and Staging Area draw down, and develop a plan to incorporate the requirements into the project.

I-29 South Conceptual Design of Interchange – Develop a conceptual design of the south interchange of I-29 and the Diversion Channel.

C. Background:

Transportation Master Plan South – The southern portion of the Diversion Channel, Embankment, and Staging Area will cross or affect numerous townships, county, and state roads, disrupting established transportation routes.

Local Drainage Plan South – Local drainage in the Red River Valley is important to farm and land owners. Local drainage is accomplished with surface and sub-surface field drains, legal county drains, and other features. The Diversion Project will impact many of these existing local drainage ways. If provisions for drainage are not properly accommodated, localized flooding, impacts to crop land and local residences will occur. It is important for the Diversion Project to incorporate plans for re-establishing and/or improving local drainage, as well as handling drainage during the period of construction activities. Identifying the requirements for draining the Staging Area after operation of the Diversion is critical.

I-29 South Conceptual Design of Interchange – I-29 is a concrete surfaced divided highway with separate roadways carrying northbound and southbound traffic. County Road 16 is a paved 2

lane road running east/west of the I-29 bridges. VE 13-A resulted in relocating the Diversion Embankment to just south of CR 16, which will require relocation of the existing interchange. The new interchange and I-29 bridges must accommodate CR 16, the Embankment, and the Wild Rice River, as well as the Staging Area.

2. Services of Engineer

A. TRANSPORTATION MASTER PLAN SOUTH:

- 1) Develop a Transportation Master Plan consisting of planning level analysis and recommendations for accommodating the following specific transportation related issues.
 - a. Determine reasonable, reliable, and safe roadways to residents and towns for emergency service vehicles including ambulance, fire protection, and Sheriff. Provide analysis of changes in emergency response time to various areas.
 - b. Determine reasonable, reliable, and safe roadways for pick-up and drop-off of school children from each resident to the assigned schools.
 - c. Determine local farm related transportation routes to accommodate the equipment used by local farming operations.
 - d. Identify construction haul routes, including required upgrades to roads and bridges to load ratings, required to transport construction equipment.
 - e. Determine road location modifications and specific bridge locations for roadways affected by the Diversion Channel or appurtenant structures. Include upgrade requirements for existing roads and bridges when required to implement the plan.
- 2) Some of the specific requirements of the plan include:
 - a. Review local, state (North Dakota and Minnesota), and federal requirements; coordinate with, and obtain acceptance by these authorities when such approval is required; prepare feasibility level cost estimates for work required to implement the plan, include estimates for planning, design, and construction.
 - b. Provide maps of plan suitable for use at public meetings.
 - c. Provide input to PMC's Program Schedule.
- 3) The following five (5) layered approach will be for this master plan:
 - a. Obtain average daily traffic counts produced by the North Dakota Department of Transportation and the Minnesota Department of Transportation to identify existing travel patterns and roadway utilization
 - b. Research construction history to document current roadway conditions and estimate potential future infrastructure needs
 - c. Meet with local school officials to establish existing school bus routes
 - d. Meet with local emergency service providers to establish existing response routes
 - e. Meet with local officials to establish existing truck haul routes and farm equipment transportation routes
- 4) Prepare a map for the layers of data collection and analysis. Determine the most essential roadways. Present this data for public and agency comments, responses, and discussion. Following agency and public comments, prepare a transportation master plan, including:
 - a. Various maps highlighting the data collected and analyzed
 - b. A prioritized list of bridge crossings
 - i. Cost estimates for each bridge
 - c. A functional classification map, establishing:

- i. Priority routes and roadway modification requirements
 - ii. Truck haul and farm equipment transportation routes
- d. A roadway improvement strategy, based upon the functional classification map, proposed bridge crossing locations and existing roadway sections, with corresponding cost estimates
- e. Vehicle miles travelled and vehicle hours travelled comparisons for daily commuters, emergency service vehicles and school bus drivers

Deliverables:

- 1) Transportation Master Plan
- 2) Maps

B. LOCAL DRAINAGE PLAN SOUTH:

Develop a local drainage plan for the Diversion Project from the Maple River to the Staging Area:

- 1) Develop geographical mapping of elevations along the eastern and western sides of the Diversion Channel, Embankment and Tie-back Levees, and Staging Area to an extent required to define drainage affected by construction and operation.
 - a. Identify mapping extents, including areas necessary for drainage.
 - b. Create/compile DEM of extents.
- 2) Identify the existing local drainage features along the proposed Diversion Channel, Embankment and Tie-back Levees, and Staging Area.
 - a. Review feasibility report on outside drainage drop structures.
 - b. Establish design event(s) and goals with Diversion Authority and USACE.
 - c. Delineate local drainage areas including surface and subsurface drainage features.
 - d. Use HEC-RAS models to determine areas impacted by floodwater transfer between sub-watersheds.
 - e. Identify upstream structures along individual drainage paths.
 - f. Identify areas in which design event within Diversion is above existing ground.
 - g. Determine coincident diversion flow/elevation for outside peak for tailwater rating curve.
- 3) Identify plans for connecting existing local drainage into the Diversion Channel where appropriate. The connections could be through penetrations into the Diversion Channel or through tie-back drains.
 - a. Use typical structure types developed in Local Drainage Plan – North.
 - b. Develop summary tables of Diversion Channel inlets.
- 4) Evaluate the need for gated or non-gated drainage connections, as well as the location and/or frequency of drainage connections. Include preliminary sizing and alignments for local drainage improvements, considering the land requirements. In some instances, modifications to the routing and connections to other drainage features may be proposed.
 - a. Determine appropriate drainage alignments and sizing (into or away from Diversion Channel)
 - b. Determine approximate land requirements for drainage design
- 5) Determine maintenance requirements for the local drainage improvements.
 - a. Develop maintenance requirements and potential maintenance schedule for local drainage improvements unique to the south section of the project.

- 6) Develop a plan for maintaining local drainage during construction of the Diversion Channel, Embankment, and Tie-back Levees.
 - a. Determine probable construction plan
 - b. Evaluate how construction will temporarily block local drainage
 - c. Develop plan for maintaining drainage during construction
 - d. Develop plan for maintaining potential flood flows during construction
- 7) Develop a brief graphics-rich PowerPoint presentation of the plan suitable for a non-technical audience. Prepare a TM presenting the results of the evaluation and the recommended alternative.
 - a. Prepare draft TM including figures/graphics.
 - b. Resolve Comments/Document Resolutions.
 - c. Prepare final TM.
 - d. Develop PowerPoint including graphics for non-technical audience.

Deliverables:

- 1) Technical Memorandum – Local Drainage Plan South
- 2) PowerPoint Presentation

C. I-29 SOUTH CONCEPTUAL DESIGN OF INTERCHANGE:

Conceptual design of the I-29 and CR-16 interchange, associated road raises, local drainage facilities, and Embankment and Wild Rice River Crossing.

- 1) Coordinate with NDDOT
 - a. Meet with Fargo District to review project concepts
 - b. Meet with Central Office to review design criteria
- 2) Develop up to three (3) alternative geometries
- 3) Develop preliminary geotechnical stability using existing borings
- 4) Review constructability of alternatives, including feasibility of staged construction
- 5) Review proposed alternatives with North Dakota Department of Transportation and Diversion Authority staff and select a recommended alternative.
- 6) Develop estimated costs of the new alternatives.
- 7) Document the feasibility of proposed geometry or alternative layouts in a Technical Memorandum.
 - a. Draft Technical Memo and PowerPoint presentation
 - b. Final Technical Memo

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
A. Transportation Master Plan South	02/14/13	<u>12/31/163/31/2016</u>
B. Local Drainage Plan South	02/14/13	<u>12/31/163/31/2016</u>
C. I-29 South Conceptual Design of Interchange	02/14/13	<u>12/31/163/31/2016</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

- I. Compensation for services identified under Subtasks A through E shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- II. The total compensation for services identified under the Task Order, for Subtasks A through C is not-to-exceed \$ 605,000 as defined in the table below.

Subtask	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Transportation Master Plan South	<u>SW-1525</u>	105,000	<u>(27,918.19)</u>	<u>77,081.81</u>
B. Local Drainage Plan South	<u>SW-1545</u>	350,000	<u>24,890.56</u>	<u>374,890.56</u>
C. I-29 South Conceptual Design of Interchange	<u>DE-6790</u>	150,000	<u>3,027.63</u>	<u>153,027.63</u>
TOTAL		605,000	0	605,000

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.

D. Provide monthly invoice and status report

II. Status report will accompany invoice, and detail work completed during the invoice period.

III. Status report will be organized by subtask, and provide narrative of work completed on each subtask.

IV. Status of work completed will include:

a. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.

b. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.

c. Dates of deliverables otherwise required under the Project Management task.

6. Consultants: None

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated By Reference: None

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 14, 2013.

ENGINEER:

Houston-Moore Group, LLC

Signature

Date

Jeffry J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Darrell Vanyo

Name

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

211 9th Street South , PO Box 2806
Fargo, ND 58108-2806

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax

Technical Staff Recommendation

Meeting Date: 2/23/2016

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

Task Order 15, Amendment 3 – Draft Operations Plan

\$0

- Add requirements for monthly invoicing and status reporting
- Extend POP for All Work to December 31, 2016

BACKGROUND:

Houston-Moore Group, LLC (HMG) is the Engineer of Record for the preparation of a Draft Operations Plan, which will inform the design of project features and address interim operation of the project. HMG has provided these professional services under Task Order 15 from September 12, 2013, to the present time. See the table below for a summary of the amendments to the Task Order.

This amendment adds requirements for monthly invoicing and status reporting, and extends the POP for All Work to December 31, 2016.

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 15 Amendment 0	\$ -	\$500,000	\$ -	12-Sep-13	30-Sep-14	Initial authorization of subtasks 2.A -2.C.
Task Order 15 Amendment 1	\$0	-	\$500,000	12-Sep-13	30-Sep-15	Extended POP to 30-Sep-15.
Task Order 15 Amendment 2	\$150,000	-	\$650,000	12-Sep-13	31-Mar-16	Extended POP to 31-Mar-16, and added funding to complete scoped activities.
Task Order 15 Amendment 3	\$0	-	\$650,000	12-Sep-13	31-Dec-16	Adds requirements for monthly invoicing and status reporting. Extends POP to 31-Dec-16.

DISCUSSION:

Amendment 3 to Task Order 15 adds requirements for monthly invoicing and status reporting, to improve the tracking and documentation of work progress. It also extends the Period of Performance (POP) for All Work to December 31, 2016.

TO15 Draft Operations Plan Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 3 (\$)	Total (\$)
2.A – 2.C Draft Operations Plan	SW-1040	650,000	0	650,000
TOTAL		650,000	0	650,000

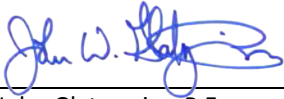
The PMC reviewed HMG’s revised cost proposals and found it to be acceptable.

This change amount of \$0 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 15, Amendment 3

Presented by:



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

Feb 25, 2016

Date

Keith Berndt, Cass County Administrator
Concur: _____ *Non-Concur:* _____

April Walker, Fargo City Engineer
Concur: Feb 25, 2016 *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: Feb 25, 2016 *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: Feb 25, 2016 *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: Feb 25, 2016 *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: Feb 25, 2016 *Non-Concur* _____

Nathan Boerboom, Diversion Authority Project
Manager
Concur: Feb 26, 2016 *Non-Concur:* _____

Houston-Moore Group, LLC

Task Order No. 15, Amendment ~~32~~

MFDA Purchase Order No. 165854

Draft Operations Plan

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority ("Owner") and Houston-Moore Group, LLC (HMG) ("Engineer") for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 15 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

- A. Title: DRAFT OPERATIONS PLAN
- B. Description: Provide modeling and engineering services in order to develop a project Draft Operations Plan. The Draft Operations Plan development will utilize the Phase 7.1 unsteady HEC-RAS model that extends to Drayton, ND.
- C. Background: A project Operations Plan, developed by USACE, is required prior to operation of the project. A Draft Operations Plan will inform the design of project features and address interim operation of the project. The Draft Operations Plan development will require iterative model runs to simulate the range of flooding conditions anticipated throughout the life of the project and determine the interim operation plan(s) for the project.

2. Services of Engineer

- A. Team meetings with Diversion Authority, PMC, and USACE:

- 1) Participation in periodic Operations Plan Development team meetings.

Deliverables:

- 1) Meeting notes

- B. Draft Operations Plan:

- 1) Review the 2013 flood stream gage monitoring plan and identify key input locations for the FM Diversion modeling/operations.
- 2) Review the Manitoba Floodway and Sheyenne River Diversion Operations Plans.
- 3) Develop calibration model runs for the 1997, 2006, 2009, 2010, 2011, and 2013 spring flood events using the latest Phase 7.1 (and Phase 8 when available) existing condition model geometry.

- 4) Model with-project operation for the 1997, 2006, 2009, 2010, 2011, and 2013 spring flood events with the latest Phase 7.1 (and Phase 8 when available) with project geometry. Project operation must be based on actual gage information and reasonable “real-time” estimates of ungaged inflow.
- 5) Develop a draft Technical Memorandum summarizing key HEC-RAS model input locations and the Draft Operations Plan matrix which will serve as the framework for the operations plan (Draft Operations Plan).
 - i. Submit for review to Local Sponsors, PMC, and USACE. Incorporate review comments.

Deliverables:

- 1) Draft Operations Plan
- 2) Model runs for the 1997, 2006, 2009, 2010, 2011, 2013 spring flood events using the latest model geometries

C. Operations Plan Development Iterations:

1) Iteration 1

- i. Perform with-project model runs for the 1997, 2006, 2009, 2010, 2011, and 2013 historic flood events and the 10, 20-, 50-, 100-, and 500-year synthetic flood events based on the draft operations plan.
- ii. Perform QA/QC reviews of the Iteration 1 Historic model runs.
- iii. Refine the Draft Operations Plan based on Iteration 1 modeling.

2) Iteration 2

- i. Perform with-project model runs for the 1997, 2006, 2009, 2010, 2011, and 2013 historic flood events and the 10, 20-, 50-, 100-, and 500-year synthetic flood events based on the Iteration 1 operations plan
- ii. Perform QA/QC reviews of the Iteration 2 Historic model runs.
- iii. Refine the iteration 1 Operations Plan based on Iteration 2 modeling.

3) Iteration 3

- i. Perform with-project model runs for the 1997, 2006, 2009, 2010, 2011, and 2013 historic flood events and the 10, 20-, 50-, 100-, and 500-year synthetic flood events based on the Iteration 2 operations plan
- ii. Perform QA/QC reviews of the Iteration 3 Historic model runs.
- iii. Refine the iteration 2 Operations Plan based on Iteration 3 modeling.

4) Develop a Final Technical Memorandum summarizing operation plan. The technical memorandum shall include operation scenarios for the 6 historic events and 5 synthetic flood events.

- i. Submit for review to Diversion Authority, PMC, and USACE. Incorporate review comments.

Deliverables:

- 1) Final Draft Operations Plan
- 2) Model runs for the 1997, 2006, 2009, 2010, 2011, 2013 spring flood events using the latest model geometries.

3. Owner’s Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
2.A - 2.C Draft Operations Plan	September 12, 2013	December 31, 2016 <u>March 31, 2016</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

I. Compensation for services identified under Subtasks 2.A through 2.C shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.

~~II.~~ The total compensation for services identified under the Task Order, for Subtasks 2.A through 2.C is not to exceed the amount defined in the table below.

II.

<u>Subtask</u>	<u>Activity ID</u>	<u>Current Budget (\$)</u>	<u>Change (\$)</u>	<u>Revised Budget (\$)</u>
2.A - 2.C Draft Operations Plan	<u>SW-1040</u>	650,000 <u>500,000</u>	0 <u>150,000</u>	650,000
TOTAL		650,000 <u>500,000</u>	0 <u>150,000</u>	650,000

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. When invoicing work, Engineer shall note the Activity ID (shown in the table above) associated with each invoiced activity.

D. Provide monthly invoice and status report

II. Status report will accompany invoice, and detail work completed during the invoice period.

III. Status report will be organized by subtask, and provide narrative of work completed on each subtask.

IV. Status of work completed will include:

a. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.

b. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.

~~B-c.~~ Dates of deliverables otherwise required under the Project Management task.

6. Consultants: None

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated By Reference: None

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is September 12, 2013.

DRAFT

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffry J. Volk

Name

Signature _____ Date _____

Darrell Vanyo

Name

President

Title

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Keith Berndt

Name

Sr. Project Manager

Title

**925 10th Avenue East
West Fargo, ND 58078**

Address

Cass County Administrator

Title

**211 9th Street South , PO Box 2806
Fargo, ND 58108-2806**

Address

cgthielman@houstoneng.com

E-Mail Address

berndtk@casscountynd.gov

E-Mail Address

(701) 237-5065

Phone

(701) 241-5720

Phone

Fax

(701) 297-6020

Fax



Technical Staff Recommendation

Meeting Date: 3/2/2016

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

*Task Order 16, Amendment 3 – Permit Submittal Preparation and
Other Related Services*

\$100,000

- Add scope and budget to develop and prepare FEMA CLOMR, and the ND and MN Dam permit applications
- Add requirements for monthly invoicing and status reporting
- Extend POP for All Work to December 31, 2016

BACKGROUND:

Under Task Order 16, Houston-Moore Group, LLC (HMG) is responsible for obtaining multiple permits for the Project, including but not limited to: the 404 Individual Permit for WP-43, and the remainder of the Project for ND and MN; the 401 Water Quality Certification for ND and MN; floodplain permitting; and other permits, as necessary.

HMG has provided these professional services under Task Order 16 from October 10, 2013, to the present time. See the table below for a summary of the amendments to the Task Order.

This amendment adds scope and budget to support coordination with USACE, MN DNR, ND SWC and FEMA; and development and prepare CLOMR, ND SWC Dam Construction, and MN DNR Dam Safety permit applications. It also adds requirements for monthly invoicing and status reporting, and extends the Period of Performance (POP) for All Work to December 31, 2016.

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 16 Amendment 0	\$ -	\$205,000	\$ -	10-Oct-13	30-Sep-14	Initial authorization of All Work.
Task Order 16 Amendment 1	\$0	-	\$205,000	10-Oct-13	30-Sep-15	Extended POP to 30-Sep-15.
Task Order 16 Amendment 2	\$0	-	\$205,000	10-Oct-13	31-Mar-16	Extended POP to 31-Mar-16.
Task Order 16 Amendment 3	\$100,000	-	\$305,000	10-Oct-13	31-Dec-16	Adds scope and budget to develop and prepare FEMA CLOMR, and the MN and ND Dam permit applications. Adds requirements for monthly invoicing and status reporting. Extends POP to 31-Dec-16.

DISCUSSION:

Amendment 3 to Task Order 16 adds scope and budget for subtask 2.B (Allowance for Permit Submittal Preparation and Acquisition Support) to support coordination with USACE, MN DNR, ND SWC and FEMA; and development and prepare CLOMR, ND SWC Dam Construction, and MN DNR Dam Safety permit applications. The budget addition of \$100,000 provide for approximately 650-750 hours of technical and engineering staff time for project modeling and mapping and preparation of permit application information. This level of effort for the coordination and support to develop these permit applications is reasonable for a project of this magnitude and complexity. This work will be bill and paid for on a time and material basis.

This amendment also adds requirements to monthly invoicing and status reporting, to improve the tracking and documentation of work progress. Lastly, the amendment extends the POP for All Work to December 31, 2016.

TO16 Permit Submittal Preparation and Other Related Services Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 3 (\$)	Total (\$)
2.A Permitting Schedules	SW-1190	15,000	0	15,000
2.B Allowance for Permit Submittal Preparation and Acquisition Support	SW-1190	140,000	100,000	240,000
2.C On-Call Services	SW-1190	50,000	0	50,000
TOTAL		205,000	100,000	305,000

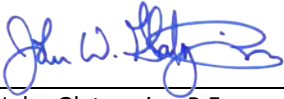
The PMC reviewed HMG’s revised cost proposal and found it to be acceptable.

This change amount of \$100,000 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 16, Amendment 3

Presented by:



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

Mar 2, 2016

Date

Keith Berndt, Cass County Administrator
Concur: March 2, 2016 Non-Concur: _____

April Walker, Fargo City Engineer
Concur: March 2, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
Concur: March 2, 2016 Non-Concur: _____

Jason Benson, Cass County Engineer
Concur: March 2, 2016 Non-Concur _____

David Overbo, Clay County Engineer
Concur: March 2, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: March 2, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project
Manager
Concur: March 2, 2016 Non-Concur: _____

Houston-Moore Group, LLC

Task Order No. 16, Amendment ~~32~~

MFDA Purchase Order No. 167178

Permit Submittal Preparation and Other Related Services

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority ("Owner") and Houston-Moore Group, LLC (HMG) ("Engineer") for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 16 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

A. Title: **Permit Submittal Preparation and Other Related Services**

B. Scope of Services: The scope of work for this Task Order includes permitting for the Fargo-Moorhead Area Diversion Project (Project). The anticipated major permit submittals for the Project shall be as requested by Owner, and may include, but are not limited to:

B.1. Major Permits:

B.1.a. 404 Individual Permit

i. WP-43 Oxbow/Hickson/Bakke Levees

ii. Remainder of Project for North Dakota and Minnesota

B.1.b. 401 Certification for North Dakota and Minnesota

B.1.c. Floodplain Permitting

B.1.d. FEMA CLOMR

B.1.e. MN DNR Dam Safety

B.1.e-B.1.f. ND SWC Dam Construction

B.2. Other Permits:

B.2.a. Identify other permits required for Work Packages 42 and 43

B.3. The following items are not included in Engineer's Scope of Services:

B.3.a. Permit submittal fees

2. Services of Engineer

A. Subtask A - Permitting Schedule

A.1. Develop a schedule for acquiring permits. Consult with regulatory agencies, as approved by Owner. The schedule will include a listing of activities and information needs associated with permit submittal preparation, target dates to submit permit submittals, regulatory agency review times, and anticipated permit issuance dates.

Deliverables:

- Permitting Schedule

B. Subtask B - Allowance for Permit Submittal Preparation and Acquisition Support

Objective: The objective of this subtask is to prepare permit submittals in accordance with the associated schedule and to coordinate with regulatory agencies throughout the permit processing period from initial permit submittal through permit issuance.

B.1. Permit Submittal Preparation: The deliverables listed below are the permits anticipated. The following description of potential permits is assumed as the basis for Engineer's permitting effort. The deliverables listed are subject to change. The scope of work and budget presented in this Task Order are for permit submittals listed below as required.

B.1.a. 404 Permitting Submittal Preparation and Processing

B.1.a.1 Prepare the permit submittal based on the information obtained from the Final Environmental Impact Statement (FEIS), Supplemental Environmental Assessment (EA), supporting National Environmental Policy Act (NEPA) documentation, and submit to the Corps. Interaction with the Corps will continue throughout their consultation with other agencies and until the issuance of the permit.

B.1.a.2 Meet periodically with the Omaha District Corps in Fargo, ND or at their District offices in Bismarck, ND.

B.1.a.3 Provide meeting follow-up, responding to Corps' questions and providing additional information, as required.

B.1.a.4 Provide follow-on coordination with the Corps prior to the date of permit submittal delivery.

- Gather and format appropriate FEIS information needed to complete the 404 Permit.
- Gather and format information from other (non-EIS) sources for incorporation into the permit submittal, including the addresses of adjacent property owners and a listing of other certifications and required approvals.

B.1.b. 401 Water Quality Certification Submittal Preparation and Processing

B.1.b.1 The 401 Water Quality Certification is required for North Dakota and Minnesota approval and authorization of the Corps 404 Permit.

B.1.b.2 Prepare the 401 Water Quality Certifications, along with associated items as requested.

B.1.c. Floodplain Permitting

B.1.c.1 Coordinate with the local floodplain administrators to discuss the project and potential effects to floodplains.

B.1.c.2 Prepare documentation associated with floodplain permitting, as required.

B.1.d. Additional Permits

B.1.d.1 In general, the major requirements for agency review to acquire permits are a permit submittal and design drawings.

B.1.d.2 Prepare the permit submittals under this Task Order.

B.1.d.3 The development of Final Design drawings that are required to be submitted with the permit submittal will occur under other Task Orders.

Deliverables:

- 404 Permit Submittal
- 401 Water Quality Certification Submittal
- Floodplain Permit submittals
- FEMA CLOMR submittal
- MN DNR Dam Safety submittal
- ND SWC Dam Construction submittal

B.2. **Permit Acquisition Support Services:** Provide the following general permit acquisition support services as requested by Owner.

B.2.a. Engage in meetings, other communication, and coordination with regulatory agencies as needed to provide information or clarification required to facilitate a timely processing of permit submittal.

B.2.b. Provide responses to regulatory agency comments or questions regarding submittal.

C. **Subtask C - On-Call Services**

Objective: This subtask includes additional services not included in defined scopes.

C.1. **On-Call Services:**

C.1.a. Respond to requests for services from Owner for tasks not included in defined scopes.

Deliverables:

- On-Call Services as requested.

3. Owner's Responsibilities

A. Owner shall have those responsibilities set form in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
All Work	October 10, 2013	December 31, 2016 <u>March 31, 2016</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

A.1. Compensation for services identified under Subtasks listed below shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.

A.2. The total compensation for services identified under the Task Order for Subtasks is not to exceed the amount defined in the table below.

Subtasks	<u>Activity ID</u>	<u>Assumed Distribution</u> -(\$)	<u>Current Budget</u> (\$)	<u>Change</u> (\$)	<u>Revised Budget</u> (\$)
2.A Permitting Schedules	<u>SW-1190</u>	15,000	<u>15,000</u>	<u>0</u>	<u>15,000</u>

Subtasks	<u>Activity ID</u>	Assumed Distribution -(\$)	<u>Current Budget</u> (\$)	<u>Change</u> (\$)	<u>Revised Budget</u> (\$)
2.B Allowance for Permit Submittal Preparation and Acquisition Support	<u>SW-1190</u>	140,000	<u>140,000</u>	<u>100,000</u>	<u>240,000</u>
2.C On-Call Services	<u>SW-1190</u>	50,000	<u>50,000</u>	<u>0</u>	<u>50,000</u>
Total		205,000	<u>205,000</u>	<u>100,000</u>	<u>305,000</u>

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.

D. Provide monthly invoice and status report

D.1. Status report will accompany invoice, and detail work completed during the invoice period.

D.2. Status report will be organized by subtask, and provide narrative of work completed on each subtask.

D.3. Status of work completed will include:

D.3.a. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.

D.3.b. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.

D.3.c. Dates of deliverables otherwise required under the Project Management task.

6. Consultants: None

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated by Reference: None

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is October 10, 2013.

ENGINEER:

Houston-Moore Group, LLC

Signature

Date

Jeffrey J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Darrell Vanyo

Name

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

211 9th Street South , PO Box 2806
Fargo, ND 58108-2806

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax

Technical Staff Recommendation

Meeting Date: 3/2/2016

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

*Task Order 18, Amendment 1 – Design of Work Package 28
(CR-16 / CR-17 Bridge)*

\$253,485

- Add scope and budget for design modification of Drain 47 Outlet structure
- Add road and channel design updates
- Add detour planning and design for 2016 USACE Diversion Inlet Structure construction
- Add requirements for monthly invoicing and status reporting
- Extend POP for All Work to December 31, 2016

BACKGROUND:

Under Task Order 18, Houston-Moore Group, LLC (HMG) is the Engineer of Record for designing and preparing contract documents for the construction of the new County Road 17 (CR-16/CR-17) bridge, and County Road 16 (CR-16) realignment, approximately 2.5 miles of associated county road to accommodate road alignment and grade changes, local drainage facilities and structures, and 1000-feet of diversion channel.

HMG has provided these professional services under Task Order 18 from December 11, 2014 to the present time. See the table below for a summary of the amendments to the Task Order.

This amendment adds scope and budget for design modification of the Drain 47 Outlet structure, roadway and channel design updates, 2016 detour planning and design, and reallocates existing sub-task budgets to reflect actual level of effort and costs to date. It also adds requirements for monthly invoicing and status reporting, and extends the POP for All Work to December 31, 2016.

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 18 Amendment 0	\$ -	\$980,000	\$ -	11-Dec-14	31-Mar-16	Initial authorization of All Work.
Task Order 18 Amendment 1	\$253,485	-	\$1,233,485	11-Dec-14	31-Dec-16	Adds scope and budget for the modified design of the Drain 47 Outlet, road and channel design changes, and 2016 detour plans. Adds requirements for monthly invoicing and status reporting. Extends POP to 31-Dec-16.

DISCUSSION:

Amendment 1 to Task Order 18 adds scope and budget for:

- The design modification of the Drain 47 Outlet structure. The structure changed from a culvert type structure to a drop structure with a weir, which added additional design and plan preparation time and effort.
- Additional roadway and channel design and plan updates due to Drain 47 Outlet and roadway alignment changes.
- 2016 detour planning and design to accommodate the USACE's 2016 Diversion Inlet Structure construction. The original construction plan to complete CR-16/17 roadway work ahead of the Diversion Inlet Structure has change and a 2016 detour plan is required for the 2016 Diversion Inlet Structure construction work.
- Reallocates sub-task budgets between roadway, bridge, and channel design tasks to reflect actual level of effort and costs to date.
- Adds requirements for monthly invoicing and status reporting, to improve the tracking and documentation of work progress.
- Lastly, the amendment extends the Period of Performance (POP) for All Work to December 31, 2016.

TO18 Permit Submittal Preparation and Other Related Services Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 1 (\$)	Total (\$)
100 Project Management and Coordination	DE-6630	41,800	9,420	51,220
200 Field Survey	DE-6630	18,700	2,300	21,000
300 Roadway Design	DE-6630	173,800	248,784	422,584
400-408 Preliminary Bridge Design	DE-6630	102,300	2,000	104,300
410 Preliminary Channel Design	DE-6630	72,600	14,000	86,600
500-509 Final Bridge Design Calculations	DE-6630	125,400	(63,300)	62,100
510 Final Channel Design	DE-6630	41,800	229,377	271,177
511 Channel Design BCOE Review	DE-6630	10,000	(2,500)	7,500
600-609 Bridge Plan Preparation	DE-6630	187,000	(150,000)	37,000
610 Bridge Plan Preparation	DE-6630	56,100	25,904	82,004
620 Bridge Design BCOE Review	DE-6630	11,900	(2,500)	9,400
700 Quality Assurance/Quality Control	DE-6630	138,600	(60,000)	78,600
TOTAL		980,000	253,485	1,233,485


The PMC reviewed HMG's revised cost proposal and found it to be acceptable.

This change amount of \$253,485 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 18, Amendment 1
2. HMG cost proposal summary and detailed cost proposals

Presented by:



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

Mar 2, 2016

Date

Keith Berndt, Cass County Administrator
Concur: March 3, 2016 Non-Concur: _____

April Walker, Fargo City Engineer
Concur: _____ Non-Concur: _____

Mark Bittner, Fargo Director of Engineering
Concur: March 2, 2016 Non-Concur: _____

Jason Benson, Cass County Engineer
Concur: March 2, 2016 Non-Concur: _____

David Overbo, Clay County Engineer
Concur: March 2, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: March 2, 2016 Non-Concur: _____

Nathan Boerboom, Diversion Authority Project
Manager
Concur: March 2, 2016 Non-Concur: _____

Houston-Moore Group, LLC

Task Order No. 18, Amendment 10

MFDA Purchase Order No. 175167

Design of Work Package 28 (CR-16/CR-17 Bridge)

In accordance with Paragraph 1.01 of the Agreement Between Fargo-Moorhead Flood Diversion Authority ("Owner") and Houston-Moore Group, LLC (HMG) ("Engineer") for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: Design of Work Package 28 (CR-16/CR-17 Bridge)
- B. Description: As part of the Owner's Lands, Easements, Rights of Way, Relocations, and Disposal (LERRDs) work, design and prepare contract documents for the construction of the new County Road 17 (CR-16/CR-17) bridge, and County Road 16 (CR-16) realignment, which crosses the diversion channel at the intersection of 124th Ave S and 170th Ave SE, approximately 2.5 miles of associated county road to accommodate road alignment and grade changes, local drainage facilities and structures, and 1000-feet of diversion channel (nominally 500-feet on either side of the centerline of the bridge).
- C. Background: The draft Red River Diversion Master Transportation Plan provides for one (1) bridge crossing the diversion channel to accommodate a combined crossing for CR-16/CR-1716 and CR-17. The crossing at combined Cass CR-16/CR-17 does not intersect the diversion perpendicularly. Proposed roadway realignments balanced the safety implications of lower speeds at roadway curves, right-of-way impacts associated with large curves and costs required to build longer bridges that do not intersect the diversion alignment perpendicularly. The alignment of the combined crossing at Cass CR 16 and 17 required additional considerations due to the high volume of conflicting traffic forecasted at the intersection of these two high volume roadways. The proposed alignment was developed based upon an evaluation of existing traffic volumes and forecasted traffic growth or reduction. The alignment included a roundabout on the dry side of the diversion where the bridge will intersect Cass CR 16 and 17 in an attempt to distribute prioritization to the three approaches and provide traffic control for the highly traveled corridors.

2. Services of Engineer

A. General

- i. Design of Work Package 28 Contract Documents: Prepare contract documents (Plans and Specifications) for the construction of the new combined CR-16/CR-17 bridge, associated roads, local drainage facilities, and diversion channel. Design items include, but are not limited to:
 1. CR-16/CR-17 bridge, approximately 550 feet long and per Cass County roadway bridge design requirements and USACE design criteria.
 2. Approximately 2.5 miles of associated new county roadway, one round-about, construction detour routes, and township roadway improvements for detour routes accommodating construction of the combined interchange of CR-16 and CR-17 at the intersection of 124th Ave S and 170th Ave SE per Cass County roadway design requirements.
 3. 1000-feet of diversion channel per USACE design requirements.

4. Include a list of permits and forms required for construction of these facilities.
 - ii. Certain of these design items may be included in the Work Package 28 Contract Documents and certain items may be provided to USACE for inclusion in their Contract Documents.
 - iii. Roadway and bridge design services will be prepared in accordance with applicable Cass County Standards, NDDOT Design Manual, NDDOT CADD Standards, and AASHTO bridge and roadway design specifications, modified as required for this project. Plan drawings will be generated using MicroStation V8i. Survey will follow USACE standards and will be translated to Cass County standards under a future Task Order.
- B. Scope of Work

100 Project Management and Coordination

101 Project Schedule.

Develop and maintain a project schedule. The schedule will include the establishment of milestone dates for the major work items. Review and adjust the schedule as necessary to incorporate changes in the work concept and progress to date.

102 Progress Reports (Monthly).

Provide written progress reports describing the work performed on each task. Provide progress reports concurrently with the monthly invoice.

103 Bridge Design Team Meetings.

Participate in weekly team meetings (conference calls) to discuss design progress, technical issues, and other topics developed as the project progresses. Prepare issues and decisions log to document design issues and resolution; this log will be reviewed as needed during the weekly team meetings.

104 Coordination Meetings.

Participate in coordination meetings with the PMC, USACE, BNSF Railway, Cass County, contractors or other organizations relevant to the project.

200 Field Survey

201 Landowner Notification.

Notify landowners prior to accessing property to conduct the field survey in accordance with Right-of-Entry agreements. Coordinate access with PMC and Owner.

202 Field Survey.

Collect survey data in accordance with the MFR-015 *Survey Standards*. Field survey will include establishing control, collecting topographic data of the existing ground and roadways, utilities, drainage features, and existing right of way.

203 Compile Data and Generate Base Map.

Download the survey data collected and generate a base map for development of project plan drawings.

204 Geotechnical Location Survey.

Stake the location of the planned soil borings and record the coordinates and elevation of the borings for inclusion in the geotechnical report and the project plans.

205 Pickup Survey.

After the final bridge alignment and elevation has been established, collect additional data from the site if needed.

206 Survey Control Report.

Develop a report documenting the survey control established for the bridge site and the standards used.

300 Roadway Design

301 Preliminary Roadway Design.

Perform preliminary roadway design functions and prepare preliminary roadway plans for review Cass County and the PMC. The preliminary design will include the following:

- Traffic Operations
- Preliminary alignment and profile
- Settlement countermeasure concepts
- Existing and proposed typical sections
- Establish subgrade criteria
- Preliminary pavement/section design
- Roadway design report

302 Final Roadway Design and Plan Preparation.

Develop the final roadway design and final plans and conduct a Plans, Specifications and Estimate (PS&E) review meeting with Cass County, the local sponsors, USACE, and other interested parties and agencies. Preparation of final roadway plans will consist of the following:

- Final alignment and grade
- Final typical section
- Traffic control/construction staging
- Utility relocations
- Drainage design
- Signing and pavement marking
- Guardrail design and plans
- Settlement countermeasures
- Roadway plan drawings
- Roadway plan notes and special provisions

Assemble and distribute plans for review.

Attend a PS&E Review Meeting and provide written response to comments.

Develop 2016 Detour Design and plans for USACE Diversion Inlet Structure construction. Work to include the following tasks:

- Coordinate detour plans with Owner and Stakeholders and attend planning and review meetings
- Preliminary surveying of proposed detour route
- Detour design and plan preparation
- QA/QC review of plans and calculations

400 Preliminary Bridge Design

401 Develop Design Criteria.

Develop a Bridge Design Criteria Document detailing the governing design and construction specifications, the hydraulic and geometric criteria used to determine the bridge length and elevation, material strengths and properties, and specific design methodologies to be used for the major components of the bridge. Deliver the Bridge Design Criteria Document to the PMC for distribution to project stakeholders for review. Incorporate comments and produce a final document.

402 Bridge Length Determination.

Determine the final bridge length in accordance with the design criteria established for the bridge.

403 Conceptual Superstructure Design.

Perform preliminary design calculations to establish the preliminary designs for the girders, bridge deck, and traffic barriers. Evaluate two girder types for cost effectiveness comparison: prestressed concrete I-girders, and steel plate girders.

404 Conceptual Substructure Design.

Perform preliminary design calculations to establish the preliminary designs for the piers and abutments. Evaluate two foundation types for cost effectiveness comparison: driven piles and drilled reinforced concrete shafts.

405 Evaluate Use of Alternate Designs.

Prepare cost estimates for the various structure concepts developed in Tasks 403 and 404 to determine if there is potential for overall construction cost savings by bidding competing superstructure and/or substructure types.

406 Bridge Aesthetic Design Concepts.

Incorporate bridge aesthetic concepts and features developed in the Fargo-Moorhead Area Diversion Bridge Aesthetics Technical Memorandum.

407 Type, Size & Location Inspection (TS&L).

Conduct a TS&L Inspection with the bridge owners and other interested parties to confirm the site conditions and the suitability of the bridge concept. Complete and distribute TS&L report following the meeting.

408 Bridge Preliminary Design Report.

Prepare a Bridge Preliminary Design Report to document the conceptual designs studied, the structure site data, hydraulic and geotechnical criteria used as a basis for the design, a discussion of the span optimization process used, and a recommendation for bridge substructure and superstructure, along with a recommendation regarding the use of alternate designs.

410 Channel Preliminary Design.

Prepare a draft Preliminary Design Report (PDR) on the Diversion Channel design for 1,000 feet of channel, nominally 500 feet each side of the bridge centerline, consistent with USACE Design Criteria and Engineer's analysis of specific project requirements. The PDR will be submitted to USACE for review. Respond to USACE and Owner comments and issue a final PDR.

500 Final Bridge Design Calculations

501 Design Kickoff Meeting.

Participate in a design kickoff meeting with the bridge owner and other interested parties to discuss the final design criteria, the submittal schedule, and agency review requirements.

502 Foundation/Substructure Design.

The substructure design will be either driven piles or drilled shafts. If alternate designs are to be bid, both types will be designed. The following elements are included in the substructure design:

- Finalize geotechnical criteria
- Foundation design (piling or drilled shafts)
- Pier column and cap design
- Abutment design
- Bearing design
- Scour countermeasures

503 Superstructure Design.

The superstructure design is based on designing prestressed concrete I-girders or steel plate girders as the structural system. If the preliminary design recommends alternate designs, both types will be designed. The following elements are included in the superstructure design:

- Deck design
- Girder design
- Camber and deflection calculations
- Pier and abutment diaphragms
- Traffic barriers
- Drainage system
- Expansion joints
- Utility supports (if applicable)

510 Final Channel Design.

Based on the final PDR, prepare final design drawings and specifications of the Diversion Channel; with modified Drain 47 Outlet structure, including a 90% cost estimate. Submit design to Owner and USACE for review. Respond to Owner and USACE comments and issue 90% design.

511 Channel Design BCOE Review.

Prepare Bidability, Constructability, Operability, and Environmental (BCOE) review documents, compile final design documents bearing engineer signatures to distribute when bid is advertised. Submit bid documents to Owner's Representative for review and for bidding. Provide submittal log and Construction Quality Control Testing Matrix for inclusion to the Construction Management Plan.

600 Bridge Plan Preparation

601 30% Plan Submittal.

- Bridge Layout
- Construction Staging
- Preliminary Foundation/Substructure
- Preliminary Superstructure
- Miscellaneous Sheets (Soil borings, framing plan, etc.)

Assemble and distribute plans.

Attend review meeting and provide written response to comments.

602 90% Plans.

- Bridge layout
- Construction staging
- Foundation/substructure
- Superstructure
- Miscellaneous sheets
- Aesthetic details
- Details
- Plan notes
- Quantity calculations
- Special Provisions

Assemble and distribute plans.

Attend PS&E Review Meeting and provide written response to comments.

610 Bridge Plan Preparation.

Prepare plans and specifications for inclusion in construction documents.

620 Bridge Design BCOE Review.

Prepare COE review documents, compile final design documents bearing engineer signatures to distribute when bid is advertised. Submit bid documents to Owner's Representative for review and for bidding. Provide submittal log and Construction Quality Control Testing Matrix for inclusion to the Construction Management Plan.

700 Quality Assurance/Quality Control

701 Internal Design Review (IDR).

This review will consist of internal quality control checks and quality assurance reviews of the design calculations and the 30%, 90%, and final plan submittals.

702 Discipline Design Review (DDR).

This review will consist of cross review of the bridge plans, roadway plans, diversion channel plans, and the geotechnical report by the various disciplines involved in the project.

703 Rotational Team Review (RTR).

The design calculations and bridge plans for each bridge will be reviewed by designers from a team other than the team that designed the bridge to ensure consistency in design approach and compliance with NDDOT and Cass County standards across the overall team.

Deliverables

1. Project Schedule with milestone dates for key activities and monthly updates
2. Monthly Progress Reports
3. Survey Control Report
4. Roadway Design Report
5. Final Roadway Plans
6. Preliminary Bridge Design Report

7. Preliminary Channel Design Report
8. 30% Bridge, Roadway, and Channel Plan Submittal
9. 30% cost estimate
10. 90% Bridge, Roadway, and Channel Plan Submittal
11. 90% cost estimate
12. Final Channel Plan Submittal
13. Final Bridge Plan Submittal
14. Contract Documents (final plans and specifications)
15. Submittal log and QC Testing Matrix for inclusion in Construction Management Plan

Work not included in this Scope of Services

1. Environmental documentation and permitting
2. Utility Relocation Agreements
3. ROW Acquisition including Appraisals, Title Searches, Title Opinions, Deeds
4. Bid documents and bidding services

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
Design of Work Package 28 (CR-16/CR-17 Bridge) Contract Documents (100 % Plans and Specifications)	December 11, 2014	December 31, 2016 March 31, 2016

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

- i. Compensation for services identified under Subtasks 100 through 700 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- ii. The total compensation for services identified under the Task Order, for Subtasks 100 through 700 is not-to-exceed total amount as defined in the table below.

Subtask	Activity ID	Assumed Distribution (\$)	Current Budget (\$)	Change (\$)	Revised Budget (\$)
100 Project Management and Coordination	<u>DE-6630</u>	41,800	<u>41,800</u>	<u>9,420</u>	<u>51,220</u>
200 Field Survey	<u>DE-6630</u>	18,700	<u>18,700</u>	<u>2,300</u>	<u>21,000</u>
300 Roadway Design	<u>DE-6630</u>	173,800	<u>173,800</u>	<u>248,784</u>	<u>422,584</u>
400-408 Preliminary Bridge Design	<u>DE-6630</u>	102,300	<u>102,300</u>	<u>2,000</u>	<u>104,300</u>
410 Preliminary Channel Design	<u>DE-6630</u>	72,600	<u>72,600</u>	<u>14,000</u>	<u>86,600</u>
500-509 Final Bridge Design Calculations	<u>DE-6630</u>	125,400	<u>125,400</u>	<u>(63,300)</u>	<u>62,100</u>
510 Final Channel Design	<u>DE-6630</u>	41,800	<u>41,800</u>	<u>229,377</u>	<u>271,177</u>
511 Channel Design BCOE Review	<u>DE-6630</u>	10,000	<u>10,000</u>	<u>(2,500)</u>	<u>7,500</u>
600-609 Bridge Plan Preparation	<u>DE-6630</u>	187,000	<u>187,000</u>	<u>(150,000)</u>	<u>37,000</u>
610 Bridge Plan Preparation	<u>DE-6630</u>	56,100	<u>56,100</u>	<u>25,904</u>	<u>82,004</u>
620 Bridge Design BCOE Review	<u>DE-6630</u>	11,900	<u>11,900</u>	<u>(2,500)</u>	<u>9,400</u>
700 Quality Assurance/Quality Control	<u>DE-6630</u>	138,600	<u>138,600</u>	<u>(60,000)</u>	<u>78,600</u>
TOTAL		980,000	980,000	253,485	1,233,485

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.

D. Provide monthly invoice and status report

i. Status report will accompany invoice, and detail work completed during the invoice period.

ii. Status report will be organized by subtask, and provide narrative of work completed on each subtask.

iii. Status of work completed will include:

1. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.

2. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.

3. Dates of deliverables otherwise required under the Project Management task.

6. Consultants: None
7. Other Modifications to Agreement: None
8. Attachments: None
9. Documents Incorporated By Reference: None

DRAFT

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is December 11, 2014.

ENGINEER:

Houston-Moore Group, LLC

Signature

Date

Jeffrey J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Darrell Vanyo

Name

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

211 9th Street South
PO Box 2806
Fargo, ND 58108-2806

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax

2/26/2016

CH16/CH17 Bridge - Task Order
18, Amendment 2

Description	Original Contract Amount	Amendment #1 Request (See Attached SOW and Budget)	Additional Amendment #1 Adjustment to balance tasks	Revised Contract Amount w/ Amendment #1	Billed/WIP to date	Remaining Budget by Task
100 Project Management & Coordination	\$ 41,800.00	\$ 9,420.00		\$ 51,220.00	\$ 36,215.25	\$ 15,004.75
200 Field Survey	\$ 18,700.00	\$ -	\$ 2,300.00	\$ 21,000.00	\$ 20,907.25	\$ 92.75
300 Roadway Design	\$ 173,800.00	\$ 108,784.00	\$ 140,000.00	\$ 422,584.00	\$ 367,067.01	\$ 55,516.99
400 Preliminary Bridge Design	\$ 102,300.00	\$ -	\$ 2,000.00	\$ 104,300.00	\$ 104,158.63	\$ 141.37
410 Preliminary Channel Design	\$ 72,600.00	\$ -	\$ 14,000.00	\$ 86,600.00	\$ 85,945.39	\$ 654.61
500 Final Bridge Design	\$ 125,400.00	\$ -	\$ (63,300.00)	\$ 62,100.00	\$ 48,328.50	\$ 13,771.50
510 Final Channel Design	\$ 41,800.00	\$ 109,377.00	\$ 120,000.00	\$ 271,177.00	\$ 240,829.99	\$ 30,347.02
511 Channel Design BCOE Review	\$ 10,000.00	\$ -	\$ (2,500.00)	\$ 7,500.00	\$ -	\$ 7,500.00
600 Bridge Plan Preparation	\$ 187,000.00	\$ -	\$ (150,000.00)	\$ 37,000.00	\$ 30,343.50	\$ 6,656.50
610 Channel Plan Preparation	\$ 56,100.00	\$ 25,904.00	\$ -	\$ 82,004.00	\$ 29,873.00	\$ 52,131.00
620 Bridge Design BCOE Review	\$ 11,900.00	\$ -	\$ (2,500.00)	\$ 9,400.00	\$ -	\$ 9,400.00
700 Quality Assurance/Quality Control	\$ 138,600.00	\$ -	\$ (60,000.00)	\$ 78,600.00	\$ 57,376.45	\$ 21,223.55
Total	\$ 980,000.00	\$ 253,485.00	\$ -	\$ 1,233,485.00	\$ 1,021,044.97	\$ 212,440.04
Revised Contract Amount w/ Amendment#1		\$ 1,233,485.00				



**FM Metro Risk Management Project
Task Order 18 Amendment 1- WP28**

Task	Activity Description	Cost Per Task
Additional Design Services Support for CH16/CH17 Design		
Task 100 Project Management and Coordination	MEI Amendment Request - Additional Project Management and Coordination	\$ 9,420
Task 510 Final Channel Design	MEI Amendment Request - Additional Channel Design	\$ 27,696
Task 610 Channel Plan Preparation	MEI Amendment Request - Additional Channel Plan Preparation	\$ 2,924
Task 510 Final Channel Design	HEI Amendment Request - Drain 47 Outlet Design	\$ 45,960
Task 510 Channel Plan Preparation	HEI Amendment Request - Drain 47 Outlet Plan Preparation	\$ 22,980
Task 300 Roadway Design	HEI Amendment Request - Detour Design	\$ 48,742
Task 300 Roadway Design	KLJ Amendment Request - Additional Roadway Design (\$46,040 plus 5% markup)	\$ 48,342
Task 300 Roadway Design	KLJ Amendment Request - Realignment of SW leg of CR16 (\$11,143 plus 5% HMG markup)	\$ 11,700
Task 510 Final Channel Design	Barr Amendment Request - Additional Geotechnical for Drain 47 Design (\$34,020 plus 5% markup)	\$ 35,721
	Total	\$ 253,485
	Grand Totals	\$ 253,485



**FM Metro Flood Risk Management Project
Scope and Fee for Cass Co. 16/17 Bridge**

Task	Activity Description	Personnel Costs												Hours Per Task	Cost Per Task
		Senior Project Manager		Project Manager		Graduate Engineer		CADD Technician III		Administrative Assistant		2 Man GPS Survey Cres			
		\$ 174		\$ 157		\$ 110		\$ 115		\$ 72					
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Task 700 - Drain 47 Inlet Structure Design															
701	Design Calculations		\$ -		\$ -	120	\$ 13,200		\$ -	0	\$ -		\$ -	120	\$ 13,200
702	Plan Preparation		\$ -		\$ -	100	\$ 11,000	\$ 160	\$ 18,400	0	\$ -		\$ -	260	\$ 29,400
703	QC/QA - Plans and Design Calculations	30	\$ 5,220	60	\$ 9,420		\$ -		\$ -	0	\$ -		\$ -	90	\$ 14,640
704	Finalize Plans and Specifications		\$ -		\$ -	60	\$ 6,600	\$ 40	\$ 4,600	0	\$ -		\$ -	100	\$ 11,200
	Expenses				\$ -		\$ -		\$ -		\$ -		\$ -		\$ 500
	Task 700 Total	30	\$ 5,220	60	\$ 9,420	280	\$ 30,800	200	\$ 23,000	0	\$ -	0	\$ -	570	\$ 68,940
Task 800 - Detour Design															
801	Plans and Specifications	4	\$ 696	8	\$ 1,256	100	\$ 11,000	120	\$ 13,800		\$ -		\$ -	232	\$ 26,752
802	QC/QA - Plans and Design Calculations	12	\$ 2,088	24	\$ 3,768		\$ -		\$ -		\$ -		\$ -	36	\$ 5,856
803	Meetings - PS&E and Design Coordination	8	\$ 1,392	8	\$ 1,256	16	\$ 1,760	8	\$ 920	4	\$ 288		\$ -	44	\$ 5,616
804	Preliminary Survey for Detour Route (Typical Sections)		\$ -	4	\$ 628	8	\$ 880	4	\$ 460		\$ -	50	\$ 7,550	66	\$ 9,518
	Expenses														\$ 1,000
	Task 800 Total	24	\$ 4,176	44	\$ 6,908	124	\$ 13,640	132	\$ 15,180	4	\$ 288	50	\$ 7,550	378	\$ 48,742
	Grand Totals	54	\$ 9,396	104	\$ 16,328	404	\$ 44,440	332	\$ 38,180	4	\$ 288	50	\$ 7,550	948	\$ 117,682



January 6, 2016

Lee Beauvais, PE
Project Manager
Moore Engineering, Inc.
925 10th Avenue East
West Fargo, ND 58078

Re: Task Order No. 18, Work Package 28 (CR-16/CR-17 Bridge)

Dear Mr. Beauvais:

We would like to request a supplement to the agreement for professional services for the referenced project. During the design of the project, several of the design items that were completed were either out of scope, or completed multiple times. It was initially anticipated that these additional items could be absorbed into KLJ's original fee, but it appears a supplement will be needed.

The following items contributed to the need for a supplement:

- Multiple corridor modeling iterations due to drainage and profile changes
- Addition of fully designed temporary construction bypass
- Lighting design
- PCC jointing layouts

Attached you will find a breakdown of the hours we are requesting for the various tasks. The total additional amount we are requesting is \$46,040. This would increase the total contract amount from \$292,170.25 to \$338,210.25.

We appreciate your consideration for this contract amendment. Please feel free to contact me with any questions at 701.271.4883 or kris.bakkegard@kljeng.com.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Kris Bakkegard', is written over the printed name.

Kris Bakkegard, PE
Project Manager

Enclosure(s): Fee Summary
Project #: 14612100.3
cc: project file

FEE SUMMARY
FM Metro Diversion
Task Order No 18-Work Package 28 (CR-16/CR-17 Bridge) - Supplement 1
 KL&J Project No. 14612100

STAFF TYPE		Engineer IV	Engineer III	Engineer II	Engineer I	GIS Analyst II	CADD Technician III	Surveyor IV	Surveyor II	DIRECT LABOR
		Hourly Rate	\$ 176.75	\$ 147.00	\$ 122.50	\$ 110.75	\$ 108.75	\$ 114.00	\$ 134.25	
Phase	Project Assignment									
	Labor Code									
	TASK									
100	Project Management and Coordination									
103	Design Management and Coordination		40							\$ 5,880.00
	Subtotal	0	40	0	0	0	0	0	0	\$ 5,880.00
300										
302	Final Roadway Design and Plan Preparation									\$ -
	Final Alignment and Grade			120						\$ 14,700.00
	Traffic Control/Construction Staging			40						\$ 4,900.00
	Lighting		40				60			\$ 12,720.00
	Jointing Plans		20	40						\$ 7,840.00
	Total Hours	0	100	200	0	0	60	0	0	\$ 46,040.00
	LABOR	\$ -	\$ 14,700.00	\$ 24,500.00	\$ -	\$ -	\$ 6,840.00	\$ -	\$ -	\$ 46,040.00

SUBCONSULTANTS		
FIRM NAME	ACTIVITY	FEE
TOTAL SUBCONSULTANTS:		\$ -

Summary of Costs:	
Total Labor	\$ 46,040.00
Direct Expenses	\$ -
Subcontractors	\$ -
Per Diem	\$ -
Total Estimated Engineering Costs	\$ 46,040.00

Revised 8/6/2014



February 8, 2016

Lee Beauvais, PE
Project Manager
Moore Engineering, Inc.
925 10th Avenue East
West Fargo, ND 58078

Re: Task Order No. 18, Work Package 28 (CR-16/CR-17 Bridge)

Dear Mr. Beauvais:

The below information summarizes a budget amendment for the referenced project. The proposed cost would account for redesigning the southwest leg of CR 16 to avoid right of way acquisition within the SW quarter of Section 31 T138N R49W (note that the south leg of CR 17 would be updated to match the proposed CR 16).

The following design changes would be required:

- SW Leg of CR 16 would be remodeled
- South leg of CR 17 would be remodeled
- Plan updates to Section 4,8,10,20,30,60,77,82,110,200 to accommodate changes

Attached you will find a breakdown of the hours we are requesting for the various tasks. The total additional amount we are requesting is \$11,143.

We appreciate your consideration for this contract amendment. Please feel free to contact me with any questions at 701.271.4883 or kris.bakkegard@kljeng.com.

Sincerely,

KLJ

A handwritten signature in blue ink that reads "Kris Bakkegard". The signature is fluid and cursive, with a large checkmark-like flourish at the end.

Kris Bakkegard, PE
Project Manager

Enclosure(s): Fee Summary
Project #: 14612100.3
cc: project file

FEE SUMMARY
FM Metro Diversion
Task Order No 18-Work Package 28 (CR-16/CR-17 Bridge) - Budget Amendment
 KL&J Project No. 14612100

STAFF TYPE		Engineer IV	Engineer III	Engineer II	Engineer I	GIS Analyst I	CADD Technician I	Surveyor IV	Surveyor III	DIRECT LABOR
Hourly Rate		\$ 176.75	\$ 147.00	\$ 122.50	\$ 110.75	\$ 108.75	\$ 114.00	\$ 134.25	\$ 115.00	
Phase	Project Assignment									
	Labor Code									
	TASK									
100	Project Management and Coordination									
103	Design Management and Coordination		8	4						\$ 1,665.00
	Subtotal	0	8	4	0	0	0	0	0	\$ 1,665.00
300										
302	Final Roadway Design and Plan Preparation									\$ -
	Scope of Work			4			2			\$ 718.00
	Estimate of Quantities		1	4			4			\$ 1,093.00
	Basis of Estimate						4			\$ 456.00
	Detail Sheets			1			4			\$ 578.50
	Typical Sections			1			2			\$ 350.50
	Plan and Profiles									\$ -
	Erosion Control									\$ -
	Point Data Layouts			2			6			\$ 929.00
	Signing and Pavement Marking									\$ -
	Cross Sections & Modeling		4	24			16			\$ 5,352.00
	Total Hours	0	13	40	0	0	38	0	0	\$ 11,143.00
	LABOR	\$ -	\$ 1,911.00	\$ 4,900.00	\$ -	\$ -	\$ 4,332.00	\$ -	\$ -	\$ 11,143.00

SUBCONSULTANTS		
FIRM NAME	ACTIVITY	FEE
TOTAL SUBCONSULTANTS:		\$ -

Summary of Costs:	
Total Labor	\$ 11,143.00
Direct Expenses	\$ -
Subcontractors	\$ -
Per Diem	\$ -
Total Estimated Engineering Costs	\$ 11,143.00

Revised 8/8/2014

March 25, 2015

Amendment 1 - November 18, 2015

Amendment 2 – January 18, 2016

Houston-Moore Group, LLC
Attn: Gregg Thielman
1401 21st Ave. North
Fargo, ND 58102

**Re: Amendment 2
Proposal to Provide Slope Stability and Settlement Analysis
Fargo Moorhead Metro Area Diversion Project –
Flood Diversion Authority: Task Order 18
Cass County 16/17 Bridge Geotechnical Services
Cass County, North Dakota**

Dear Mr. Thielman:

We are pleased to submit for your consideration a proposal to provide geotechnical assistance for geotechnical support related to the Drain 47 drop structure and Drain 47 channel, Main Diversion Channel, and Excavated Material Berm (EMB) at the proposed Cass County Highway 16/17 Bridge. This Amendment 2 supplements previous authorization based on the scope of work submitted on March 25, 2015 and the November 18, 2015 Amendment 1. The geotechnical analysis related to a Drain 47 drop structure at Reach 19 was not included in the previously scoped tasks but was specifically requested by Houston Moore Group, LLC.

Scope

The proposed new scope of Barr's professional consulting services includes the following:

Task 7 – Geotechnical Analysis and Report Preparation for Drain 47 Drop Structure

This task includes the following sub-tasks related to a Drain 47 drop structure:

- Calculate bearing capacity of the foundation soils beneath the drop structure.
- Calculate anticipated consolidation settlement of the drop structure.
- Analyze frost heave in the vicinity of the Drain 47 drop structure.
- Analyze slope stability of the localized steep slope near the drop structure.
- Analyze stability of Drain 47 channel considering the offset of the Excavated Material Berm (EMB)
- The task does not include the following:
 - Settlement analysis for the EMB is not included.
 - Construction documents are not included.

Barr understands that foundation design of the Drain 47 drop structure will be performed by others using the geotechnical parameters Barr will provide to HMG. Barr assumes that Matt Isley at Houston

Engineering will provide Barr with design dimensions and weight of the proposed Drain 47 drop structure.

This task includes preparing a report section summarizing the geometry, input parameters, boundary conditions, and results from the geotechnical analyses. An internal HMG QAQC review of the recommendations will be performed and edits incorporated into a final report.

Deliverables

- Presentation of the Drain 47 drop structure geotechnical investigations, applicable laboratory testing result summary, geotechnical analysis findings and draft technical memorandums for review at the 90% design documentation reports (DDR), tentatively planned for January 15, 2016. Barr assumes the deliverables will be used as attachments to the DDR compiled by others. Preparation of any DDR main text is outside of Barr's proposed scope and budget at this time.
- Preparation of one final geotechnical evaluation memorandum to include the additional Drain 47 geotechnical analysis summary. Barr will coordinate with HMG on final schedule, but currently assumes the final deliverable is developed within 3 months after the 90% DDR.

The estimated cost to provide the scope tasks is:

- Original scope tasks \$35,424 (assuming 269 Barr staff hours).
- Amendment 1 tasks (for additional analysis work related to the Drain 47 channel) additional \$4,500 (assuming up to 40 Barr staff hours).
- Amendment 2 tasks (for additional analysis work related to the Drain 47 drop structure) additional \$29,520 (assuming up to 250 Barr staff hours).
- The total effort, including Amendments 1 and 2 is estimated to require \$69,444 (assuming 559 Barr staff hours). Thru Friday January 15th, the geotechnical team has used \$57,110.50 of budget and spent 475 hours performing the requested work. Barr assumes the remaining scope of work includes responses to 90% USACE comments and a final report. Any requested major redesign or reanalysis of the Drain 47 drop structure and/or Drain 47 channel would require a future amendment to this scope of work.

We intend to perform these services on a time and expense basis in accordance with the agreement between Barr Engineering Co. and Houston-Moore Group, LLC. Please contact us if you have any questions about this proposal, and we look forward to working with you in the near future.

Respectfully Submitted for Your Consideration,



Matt Metzger, P.E.
Project Manager, Barr Engineering Co.



Brian LeMon, P.E.
Vice President, Barr Engineering Co.

Technical Staff Recommendation

Meeting Date: 2/23/2016

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

*Task Order 19, Amendment 1 – Public-Private-Partnership (PPP) Document
Preparation Support*

\$0

- Adds requirements for monthly invoicing and status reporting
- Extend POP for All Work to December 31, 2016

BACKGROUND:

Houston-Moore Group, LLC (HMG) is the Engineer of Record for the H&H modeling and detailed design for the Project. The Owner and the USACE intend to enter into a Public Private Partnership (PPP) for construction of the Project, under a Split Delivery PPP arrangement. Assistance is required from HMG to integrate the H&H modeling and design information into the PPP procurement documents. HMG has provided these services under Task Order 19 from August 13, 2015, to the present time. See the table below for a summary of the amendments to the Task Order.

This amendment adds requirements for monthly invoicing and status reporting, and extends the POP for All Work to December 31, 2016.

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 19 Amendment 0	\$ -	\$250,000	\$ -	13-Aug-15	31-Mar-16	Initial authorization of subtasks 2.A -2.C.
Task Order 19 Amendment 1	\$0	-	\$250,000	13-Aug-15	31-Dec-16	Adds requirements for monthly invoicing and status reporting. Extends POP to 31-Dec-16.

DISCUSSION:

Amendment 1 to Task Order 19 adds requirements for monthly invoicing and status reporting, to improve the tracking and documentation of work progress. It also extends the Period of Performance (POP) for All Work to December 31, 2016.

TO19 Public-Private-Partnership (PPP) Document Preparation Support Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 1 (\$)	Total (\$)
2.A Meetings and Coordination	PR-11240	50,000	0	50,000
2.B Preparation of Draft PPP Procurement Documents	PR-11240	150,000	0	150,000
2.C Data Room Documentation Support	PR-11240	50,000	0	50,000
TOTAL		250,000	0	250,000

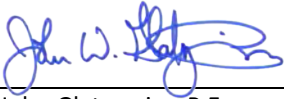
The PMC reviewed HMG’s revised cost proposals and found it to be acceptable.

This change amount of \$0 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 19, Amendment 1

Presented by:



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

Feb 25, 2016

Date

Keith Berndt, Cass County Administrator

Concur: _____ Non-Concur: _____

April Walker, Fargo City Engineer

Concur: Feb 25, 2016 Non-Concur: _____

Mark Bittner, Fargo Director of Engineering

Concur: Feb 25, 2016 Non-Concur: _____

Jason Benson, Cass County Engineer

Concur: Feb 25, 2016 Non-Concur: _____

David Overbo, Clay County Engineer

Concur: Feb 25, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer

Concur: Feb 25, 2016 Non-Concur: _____

Nathan Boerboom, Diversion Authority Project
Manager

Concur: Feb 26, 2016 Non-Concur: _____

Houston-Moore Group, LLC

Task Order No. 19, Amendment 10

MFDA Purchase Order No. 181464

Public-Private-Partnership (PPP) Document Preparation Support

In accordance with Paragraph 1.01 of the Agreement Between **Fargo-Moorhead Flood Diversion Authority** ("Owner") and **Houston-Moore Group, LLC (HMG)** ("Engineer") for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that an information firewall shall be provided to ensure separation of PPP document information and other HMG work products, such that PPP document information is not available to unauthorized HMG subcontractors or affiliates, and that Houston Engineering, Inc. and Moore Engineering, Inc. are the only firms authorized to work under this Task Order No. 19, unless amended.

1. Specific Project Data

- A. Title: Public-Private-Partnership (PPP) Document Preparation Support
- B. Description: Provide assistance for the development of Public Private Partnership (PPP) procurement documents, including a Notice of Intent (NOI), Request for Qualifications (RFQ), and Request for Proposals (RFP), including performance, prescriptive, and regulatory specifications.
- C. Background:
 - i. The Owner and the USACE desire to enter into a Project Partnership Agreement (PPA) for construction of the Project under a Split Delivery PPP, and agree that a Split Delivery project implementation model is the preferred project implementation model.
 - ii. The Engineer has provided H&H modeling and detailed design services for the Project, and assistance from the Engineer is required to incorporate modeling and design information into the PPP procurement documents.

2. Services of Engineer

- A. Meetings and Coordination
 - i. Provide staff to attend meetings and workshops with Owner, USACE, and PMC to develop PPP procurement documents, including:
 1. A two (2) day kick-off meeting workshop with Owner/USACE/PMC.
 2. Bi-weekly Owner/PMC progress meetings.
 3. Draft and Final PPP procurement document review meetings.
- B. Preparation of Draft PPP Procurement Documents
 - i. Prepare and package H&H models for inclusion in the PPP procurement documents.
 - ii. Provide support services for preparation of other PPP procurement documents as requested by the Owner, which may include: Notice of Intent (NOI), Request for Qualifications (RFQ), and Request for Proposals (RFP), including performance, prescriptive, and regulatory specifications.
- C. Data Room Documentation Support
 - i. Provide descriptions of Engineer's completed technical bridge reach designs, including WP-02 (CR-31 Bridge and Channel), WP-04 (Reach 3 I-29 & CR 81 Bridges and Channel),

WP-07 (CR-32 and CR-22 Bridges and Channel), and WP-10A-11 (CR-20 Bridge and Channel).

D. Deliverables include:

- i. H&H model packages
- ii. Project Descriptions

E. Services Not Included:

- i. This scope of work does not include preparation of new PPP bridging document designs.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
<u>All Work</u>	August 13, 2015	December 31 <u>March 31, 2016</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

- i. Compensation for services in Subtasks 2.A, 2.B, and 2.C shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit C of the Agreement.

B. Engineer will notify Owner when 80 percent of the budget is expended.

C. Engineer will submit an amendment for additional compensation when 90 percent of the budget is expended, or confirm to Owner that this Task Order can be completed for the remaining budget.

D. Engineer will not perform work beyond 100 percent of the budget without Owner's authorization by an amendment to this Task Order.

Subtask	<u>Activity ID</u>	<u>Current Budget (\$)</u>	<u>Change (\$)</u>	<u>Budget (\$)</u>
2.A. Meetings and Coordination	<u>PR-11240</u>	<u>50,000</u>	<u>0</u>	50,000
2.B. Preparation of Draft PPP Procurement Documents	<u>PR-11240</u>	<u>150,00</u>	<u>0</u>	150,000
2.C. Data Room Documentation Support	<u>PR-11240</u>	<u>50,000</u>	<u>0</u>	50,000
TOTAL		<u>250,000</u>	<u>0</u>	250,000

A. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

B. When invoicing work, Engineer shall note the Activity ID (shown in the table above) associated with each invoiced activity.

C. Provide monthly invoice and status report

- i. Status report will accompany invoice, and detail work completed during the invoice period.

- ii. Status report will be organized by subtask, and provide narrative of work completed on each subtask.

iii. Status of work completed will include:

1. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.
2. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.
3. Dates of deliverables otherwise required under the Project Management task.

6. Consultants: None

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated By Reference: None

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is August 13, 2015.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffry J. Volk
Name

President
Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman
Name

Sr. Project Manager
Title

925 10th Avenue East
West Fargo, ND 58078
Address

cgthielman@houstoneng.com
E-Mail Address

(701) 237-5065
Phone

Fax

Signature _____ Date _____

Darrell Vanyo
Name

Chairman, Flood Diversion Board of Authority
Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt
Name

Cass County Administrator
Title

211 9th Street South
PO Box 2806
Fargo, ND 58108-2806
Address

berndtk@casscountynd.gov
E-Mail Address

(701) 241-5720
Phone

(701) 297-6020
Fax

Task Order 6

Diversion Board of Authority

Fargo-Moorhead Area Diversion Project

In accordance with Article 1 of the *STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES* (“Agreement”), between the Diversion Board of Authority (“OWNER”) and CH2M HILL ENGINEERS, INC. (“ENGINEER”), dated March 8, 2012, OWNER and ENGINEER agree to the scope of services, work schedule, and compensation as follows:

Task Order Title: Management, Technical, Legislative, Project Delivery, Public Outreach, and Public-Private-Partnership (P3) Procurement Services

Description:

This Task Order 6 describes the functions and activities of the ENGINEER’s team to assist the OWNER with the management and implementation of its responsibilities in representing the OWNER as Local Sponsors as described in agreements with the US Army Corps of Engineers (USACE), including completion of designated Work-In-Kind (WIK) contributions, provision of lands, easements, rights of way, relocations, and disposal areas (LERRDs), interface and coordination with USACE activities, outreach to local stakeholders, and coordination, interface, and oversight of local consultant activities.

This Task Order 6 also describes the functions and activities of the ENGINEER’s team to assist the OWNER with the management, technical, legislative, project implementation, public outreach, and Public Private Partnership (P3) Procurement Services, including the management and implementation of the OWNER’s responsibilities as described in Diversion Authority agreements for the Split Delivery of the Project. This Task Order 6 is based upon the Project being selected as a P3 Demonstration Project by the USACE, appropriation of Fiscal Year (FY) 2016 Federal Funds, and selection as a New Construction Start in the USACE 2016 work plan released February 9, 2016.

Task Order 6 anticipates and is based on a level of activity that supports the Diversion Authority’s approved FY 2016 Project Budget of \$237,500,000, which is complementary to the USACE’s expenditures and start of construction on the USACE-led portion of the Project prior to September 30, 2016. This Task Order 6 is coordinated with and complementary with the Cass County Joint Water Resource District contract for Land Acquisition Management and Construction Management.

The period of performance for this Task Order 6 begins upon execution for the period from February 27, 2016, through November 25, 2016. This Task Order 6 anticipates completion of the Request for Qualifications (RFQ) process and preparation of a final draft of the Request for Proposals (RFP) for procurement of the P3 Developer, and authorizes ENGINEER to provide staff and services at the level of effort (LOE) described herein. ENGINEER has committed and will provide staff from CH2M and sub-consultant AE2S to support the anticipated activities and deliver the work described in the Scope of Services (required number of Full Time Equivalent (FTE) staff of 20). ENGINEER may contract with additional sub-consultants as necessary to meet the needs of the Project. Tasks defining the general scope to support the listed activities are described below.

Scope of Services:

Task 6.A-Program-Level Services

The scope of services for this Task generally includes the following:

1. Program Direction, Coordination, and Governance - Provide direction and overall management to support implementation of the Project through the following activities:

- a. Provide guidance, assistance, and input through prepared materials, meetings, and conference calls on OWNER's governance, policy, and USACE coordination actions.
 - i. Deliverables:
 - 1. Decision Papers, presentation materials, meeting agendas, conference calls, and policy papers as required.
 - ii. Schedule:
 - 1. As requested

- b. Advise and provide input to DA leadership, staff, and legal counsel on the drafting and execution of the Diversion Authority JPA.
 - i. Deliverables
 - 1. Draft review comments
 - 2. Presentation materials for briefings and meetings
 - ii. Schedule
 - 1. JPA execution expected by May 30, 2016

- c. Attend Diversion Board, Dakota Flood Board, and Committee (Finance, Land, and Outreach) meetings and report on Program activities. Present monthly PMC Report recommended Contracting Actions at Diversion Board meeting. Meeting attendees will generally include Program Manager, Deputy Program Manager, Public Outreach Lead, Land Management Lead, and P3 Delivery Lead. Additional staff may attend based on agenda.
 - i. Deliverables:
 - 1. Draft Diversion Board agenda – Provide Friday prior to Board Meeting
 - 2. Draft Dakota Flood Board Agenda - Provide Friday prior to Board Meeting
 - 3. Material for Board packet - Provide Friday prior to Board Meeting
 - 4. PMC Monthly Presentation – Present at Board Meeting
 - 5. Recommended Contracting Actions - Provide Friday prior to Board Meeting
 - 6. Agenda and Material for Land Management Committee packet – Provide Monday prior to Committee meeting
 - 7. Agenda and Material for Public Outreach Committee packet – Provide Monday prior to Committee meeting
 - 8. Material for Finance Committee packet – Provide Monday prior to Committee meeting

- d. Participate in Admin Advisory meetings and in calls and meetings with Diversion Authority leadership (Board Chair, Vice-Chair, and others as appropriate) to assist OWNER's staff in planning, organizing, and directing activities required to implement the Program. Meeting attendees from ENGINEER will generally include Program Manager, Deputy Program Manager, Public Outreach Lead, and P3 Delivery Lead. Additional staff may attend based on agenda.
 - i. Deliverables:
 - 1. Meeting Agendas – Provide day prior to meeting
 - 2. Handout materials - Provide day prior to meeting

- ii. Schedule:
 - 1. Admin Advisory – twice per month
 - 2. Diversion Authority Leadership meetings – twice per month
 - 3. Other meetings as requested
 - e. Participate in USACE Joint Leadership meetings as scheduled. Develop, in coordination with OWNER leadership and staff, and USACE leadership, the leadership and governance meetings for implementation
- 2. Administrative Support
 - a. Provide office and administrative support and assist Project staff in the performance of activities on the Project.
 - b. Secure and maintain office and support facilities to conduct the activities of the Project team, including space for select representatives of the Diversion Authority staff (e.g. the Executive Director as contemplated under the new DA JPA) and secure office space to support of the confidentiality requirements of the P3 Developer procurement (competitive dialogue process).
- 3. General Implementation Support
 - a. Consult and provide input to OWNER leadership and staff and legal counsel, and participate in conference calls and attend meetings as required to support the preparation of the Environmental Impact Statement (EIS) by the Minnesota Department of Natural Resources.
 - i. Deliverables: Responses to comments or questions, meeting notes, summary position papers as required.
 - ii. Schedule: As requested
 - b. Consult and provide input to OWNER leadership and staff to support legal counsel activities for resolution of the current lawsuits filed against the Project. Participate in conference calls and meetings as required.
 - i. Deliverables: Responses to comments or questions
 - ii. Schedule: As requested

Task 6.B-Financial Support

The scope of services for this Task generally includes the following:

- 1. Advise, provide input, and coordinate the preparation of a Project financial plan to be developed by Ernst & Young (EY), OWNER’s Financial Advisor. Provide input to the strategic planning of existing and potential new revenue sources and alternative sources of local and state financing.
 - a. Deliverables:
 - i. Financial Plan review comments
 - ii. Data and advice related to existing and potential funding sources and programs available to local and state entities
 - iii. Position papers, talking points summaries, other supporting documents as required
 - b. Schedule:
 - i. As requested by OWNER and EY
- 2. Advise and provide input, including estimated project costs, funding sources, and schedule, to EY.

- a. Deliverables:
 - i. Project costs over time (by April 2016)
 - ii. Funding sources over time (through completion of Financial Plan)
 - b. Schedule:
 - i. As requested by OWNER and EY
3. Develop and recommend the Diversion Authority FY 2017 budget.
- a. Deliverables:
 - i. Recommended FY 2017 Budget
 - ii. Revisions to budget as required to incorporate OWNER comments
 - b. Schedule:
 - i. Present Recommended FY 2017 Budget to OWNER's technical and administrative staff in August 2016
 - ii. Present Recommended FY 2017 Budget to Board in September 2016
 - iii. Board consideration in November, 2016, and thereafter until adopted
4. Prepare support materials to communicate the 2015 Update Project cost estimate.
- a. Deliverables:
 - i. 2015 Update Project cost estimate
 - ii. Cost estimate presentation materials
 - b. Schedule:
 - i. March 2016

Task 6.C-Program Controls and Reporting

The scope of services for this Task generally includes the following:

- 1. Update and maintain the cost-loaded schedule of activities required to implement the Project.
 - a. Deliverables:
 - i. P6 Schedule in Adobe PDF format
 - b. Schedule:
 - i. Baseline April 2016
 - ii. Bi-monthly updates
- 2. Develop, maintain, and facilitate use of document control systems, processes, and tools, including an OWNER provided Electronic Data Management System (EDMS) for management and storage of Program documents. Coordinate with ACONEX, the OWNER's selected provider for the EDMS platform. The EDMS will allow storage, preservation, management, and retrieval records By OWNER, ENGINEER, and third-parties, such as HMG and USACE.
 - a. Deliverables:
 - i. Electronic Data Management System under license to OWNER
 - b. Schedule:

- i. Ongoing, with initial implementation on the El Zagal Phase 2 construction project in March 2016.
3. Process invoices from third-party consultants contracted to the Diversion Authority and Cass County Joint Water Resource District (CCJWRD) and forward to City of Fargo Accounts Payable Department.
 - a. Deliverables:
 - i. Approved invoices
 - b. Schedule:
 - i. Weekly
4. Implement cost management tool relating program budget, fiscal year budget, contract budget, and invoiced costs. Develop and prepare reports for the Finance Committee on program expenditures, budget status, and projected cash flows.
 - a. Deliverables:
 - i. Reports on program expenditures, budget status, and projected cash flows
 - b. Schedule:
 - i. Monthly, beginning April 2016
5. Develop, update, and facilitate the use of a Program Risk/Opportunity Register for the Project
 - a. Deliverables:
 - i. Program Risk/Opportunity Register Report
 - b. Schedule:
 - i. Quarterly, beginning June 2016
6. Monitor program scope and execution of scope to track potential scope, schedule, and cost changes. Manage change with OWNER input and report results.
 - a. Deliverables:
 - i. Change Management Report
 - b. Schedule:
 - i. Quarterly, beginning June 2016

Task 6.D-Contract Administration

The scope of services for this Task generally includes the following:

1. Manage agreements with sub-consultants and OWNER (third-party) contracts with consultants.
 - a. Deliverables:
 - i. Draft third-party agreements and task orders for OWNER review
 - ii. Prepare Final third-party agreements and task orders for OWNER approval
 - b. Schedule:
 - i. As required
2. Monitor compliance of contract terms and conditions and support program delivery with respect to scope, schedule, and budget performance. Maintain compliance records for contract terms and conditions on third-party contracts including insurance certifications and related items.
 - a. Deliverables:

- i. Contract Compliance Reports
- b. Schedule:
 - i. Monthly, beginning June 2016

Task 6.E-Permitting and Permit Compliance Support

The scope of services for this Task generally includes the following:

1. Manage the environmental permitting and compliance program. Develop a Permit Compliance Monitoring and Tracking program. Perform routine reviews and audits of the construction program and site visits to document and track compliance with permit conditions and other applicable regulations. Prepare Environmental Compliance Reports. Coordinate with regulatory agencies, OWNER, USACE to manage environmental commitments and liabilities.
 - a. Deliverables:
 - i. Permit Compliance Monitoring and Tracking Program
 - ii. Environmental Compliance Reports
 - b. Schedule:
 - i. Permit Compliance Monitoring and Tracking Program – June 2016
 - ii. Environmental Compliance Reports - Monthly, beginning June 2016
2. Develop and maintain programmatic Permitting Plan, in coordination with USACE, to plan permitting activities.
 - a. Deliverables:
 - i. Permitting Plan
 - b. Schedule:
 - i. June 2016

Task 6.F-Split-Delivery Implementation Support

The scope of services for this Task generally includes the following:

1. Advise, provide input, and manage the OWNER's efforts to develop a program implementation strategy utilizing a "split delivery" implementation model, with the OWNER's delivery of the Diversion Channel and Associated Infrastructure (DCIA) as a Design Build Operate Finance and Maintain (DBFOM) P3 and support of USACE's delivery of the Southern Embankment and Associated Infrastructure (SEAI) as traditional design-bid-build or design-build. Coordinate with USACE on support of the construction of the USACE design, bidding, and award of the construction contract for the Gated Inlet Structure at the beginning of the Diversion channel. Develop, in conjunction with USACE, a Project Management Plan for the split delivery.
 - a. Deliverables:
 - i. Draft Project Management Plan
 - ii. Final Project Management Plan
 - b. Schedule:
 - i. Draft Project Management Plan – May 2016
 - ii. Final Project Management Plan – June 2016
2. Advise, provide input, and facilitate the negotiation process along with local legal counsel (Ohnstad Twichell) and P3 legal advisor (Ashurst) on the negotiation and execution of the PPA with the USACE.

Attend and facilitate conference calls, meetings with OWNER's negotiation team and USACE representatives as required.

- a. Deliverables:
 - i. PPA review comments
- b. Schedule:
 - i. Negotiation support – as required
 - ii. PPA signing - July 2016

Task 6.G-Technical and Project Support Services

The scope of services for this Task generally includes the following:

1. Manage and coordinate technical activities of Houston-Moore Group (HMG), AECOM, Beaver Creek Archeology, and other third-party consultants directly contracted to the Diversion Authority.
 - a. Deliverables:
 - i. Draft task orders for OWNER Technical Staff review
 - ii. Final task orders for OWNER approval
 - b. Schedule:
 - i. As required to provide a minimum of 3 days for OWNER Technical Staff review
2. Develop bidding documents for construction contracts from technical plans and specifications prepared by HMG.
 - a. Deliverables:
 - i. Draft Bidding Documents for OWNER Technical Staff review
 - ii. Final Bidding Documents for OWNER approval
 - b. Schedule:
 - i. Allow 3 days for OWNER Technical Staff review
3. Provide bidding administration services including advertising for bids, preparing addenda, receiving bids, and recommending award of construction contracts.
 - a. Deliverables:
 - i. Advertisement for bid
 - ii. Addenda
 - iii. Bid results tabulation
 - iv. Recommendation of Award
 - b. Schedule:
 - i. Advertisement for Bid – 21 days prior to bid opening
 - ii. Addenda – as required
 - iii. Recommendation of Award – Friday prior to Board meeting
4. Coordinate OWNER-led technical activities with USACE. Coordinate and facilitate Technical Advisory Group (TAG) and Technical Working Group (TWG) meetings.

- a. Deliverables:
 - i. TAG agendas and packets
 - ii. TWG agendas and packets
 - b. Schedule:
 - i. TAG meetings – weekly
 - ii. TWG meetings – monthly
5. Provide review of HMG and USACE studies, reports, and designs for general consistency with OWNER’s Program objectives.
- a. Deliverables:
 - i. Review comments
 - b. Schedule:
 - i. As required

Task 6.H-Federal and State Legislative Support Services

The scope of services for this Task generally includes the following:

1. Advise, provide input, and manage the OWNER’s legislative engagement efforts to obtain annual Congressional appropriations and USACE work plan funding.
 - a. Meet and confer with federal legislative staff on a monthly basis to update and discuss status of the project.
 - b. Meet with US House and Senate members as required to communicate project status and receive input on congressional concerns.
 - c. Coordinate and provide feedback to OWNER leadership and staff.
2. Advise, provide input, coordinate, and participate in OWNER’s periodic visits to Washington, D.C., provide coordination and lobbying assistance from ENGINEER’s Washington, D.C. staff, and coordinate national activities with the local government affairs team.
 - a. Deliverables:
 - i. Trip Packets, including detailed speaking points, biographies, and meeting logistics
 - ii. Conduct monthly legislative update conference calls
 - iii. Position papers, speaking points, briefing notes as required.
 - b. Schedule:
 - i. As required
3. Provide state and local legislative outreach and engagement services, including:
 - a. Advise, provide input, and assist OWNER with pre-legislative session activities and support state legislative session activities in North Dakota;
 - b. Advise, provide input, and assist OWNER with legislative reporting requirements to ND Water Topics Overview Committee;
 - c. Prepare OWNER for legislative interim committee meetings regarding the Project;
 - d. Advise, provide input, and assist OWNER in routine reporting to the ND State Water Commission;

- e. Advise, provide input, and assist OWNER with facilitating meetings and engagement with elected leaders or their representatives;
- f. Prepare communications or information for OWNER to provide to elected leaders.
- g. Deliverables:
 - i. Draft presentations
 - ii. Draft communications
 - iii. Final presentations and supporting materials
- h. Schedule:
 - i. As required

Task 6.I-P3 Procurement Support

This Task will be a closely coordinated effort with the OWNER's designated staff, Ohnstad Twichell, Ashurst, and EY. Each party has complementary scopes of services to complete the procurement activities through issuance of the P3 Request for Proposals.

The scope of services for this Task includes the following:

1. Due Diligence

- a. Advise, provide input, and coordinate the preparation a White Paper by legal counsel describing funding principles for use at a market outreach Industry Forum
- b. Support legal counsel efforts to research and clarify public records requirements, communication protocols, indemnification, and insurance issues.
- c. Deliverables:
 - i. Prepare sections of background materials as requested.
 - ii. Review comments on draft documents prepared by legal counsel or financial advisor
- d. Schedule:
 - i. As required

2. Industry Engagement

- a. Develop, coordinate, and manage activities and logistics with the OWNER, Ashurst, Ohnstad Twichell, EY, and USACE to conduct an Industry Day to inform potential proposers and receive input from the P3 marketplace.
- b. Coordinate and attend market outreach activities, including P3 conferences, meetings, and events to communicate the intent of the P3 procurement and generate interest from proposers.
- c. Advise, provide input, and assist the OWNER in managing and conducting one-on-one meetings as requested by interested proposers.
- d. Deliverables:
 - i. One-on-one meeting logistics and arrangements
 - ii. Industry Day draft and final presentation
- e. Schedule:
 - i. As required

3. P3 RFQ

- a. Lead the development of and integrate input from the OWNER, EY, Ashurst, and the USACE in the development of a draft RFQ.
- b. Develop, with assistance from HMG and USACE, the technical requirements for the P3 procurement and P3 Agreement.
- c. Facilitate the development of the evaluation criteria and selection process, and coordinate the endorsement of the process by the OWNER.
- d. Finalize the RFQ, advertise, receive submittals, facilitate the evaluation process, and coordinate selection of the short-listed proposers.
- e. Manage communications with short-listed proposers.
- f. Deliverables:
 - i. Draft RFQ
 - ii. Final RFQ
 - iii. Selection Criteria
- g. Schedule:
 - i. Final RFQ June 30, 2016

4. P3 Draft RFP

- a. Lead the management and integrate input of OWNER, EY, Ashurst, and the USACE in the development of a DRAFT RFP, including
 - i. Instructions to Proposers, (ENGINEER lead, EY draft outline and role allocation)
 - ii. P3 Agreement (Ashurst lead)
 - iii. Technical Requirements (ENGINEER lead)
 - iv. Data Room (ENGINEER lead)
- b. Advise, provide input, and manage the development of payment mechanisms for
 - i. Milestone and availability payments consistent with the financial plan (EY lead)
 - ii. Performance requirements and noncompliance event penalties (ENGINEER lead)
- c. Coordinate and manage the development of the technical RFP performance and prescriptive specifications and requirements.
- d. Facilitate the development of the evaluation criteria and selection process, including the procurement schedule, and coordinate the endorsement of the process and schedule by OWNER.
- e. Advise, provide input, and manage the development and RFP consideration of a P3 risk allocation matrix (Ashurst lead).
- f. Advise, provide input, and manage the development and RFP consideration of a stipend agreement (Ashurst lead).
- g. Advise, provide input, and manage the technical, legal, and financial sub-groups as identified and required.
- h. Provide the draft RFP for review by OWNER.
- i. Develop a Final Draft of the RFP.

- j. Manage communications with RFQ short-listed proposers.
 - k. Deliverables:
 - i. Draft RFP
 - ii. Final Draft RFP
 - iii. Draft Selection Criteria
 - iv. Final Draft Selection Criteria
 - v. Electronic Data Room
 - l. Schedule:
 - i. Final Draft RFP by November 1, 2016
 - ii. Final Draft Selection Criteria by November 1, 2016
 - iii. Establish Electronic Data Room by November 1, 2016
5. Third Party Agreements (Ohnstad Twichell Lead)
- a. Advise, provide input, and coordinate the development of third-party agreements for the P3 delivery of the DCAI, including railroad companies, utility companies, transportation agencies, and other affected local entities where agreements are required.
 - b. Deliverables:
 - i. Draft P3 and project requirements for the agreements
 - ii. Comments to legal team on agreements
 - c. Schedule:
 - i. Completed agreements by Ohnstad Twichell – November 1, 2016

Task 6.J-Public Involvement and Outreach Services

The scope of services for this Task generally includes the following:

1. Advise, provide input, and assist OWNER in managing its Public Outreach program. Such assistance is anticipated to include:
 - a. Monitor and manage outreach services;
 - b. Coordinate and communicate with OWNER representatives and OWNER’s governmental entities;
 - c. Attend and facilitate monthly Outreach Committee meetings;
 - d. Organize, attend, and facilitate regular Outreach Working Group meetings; and
 - e. Coordinate with OWNER’s staff and Diversion Committees as necessary for outreach coordination.
2. Advise, provide input, and assist OWNER with public outreach, involvement, and education. Such assistance is anticipated to include:
 - a. Coordinate and facilitate public meetings;
 - b. Organize materials for and/or present at meetings with individuals or agencies;
 - c. Produce and update maps and other documents for distribution to the public;
 - d. Prepare and present Project information to civic and business groups;

- e. Coordinate with USACE (and other agencies) on outreach efforts;
 - f. Deliver answers to the public, media, opposition, and others interested in the Project;
 - g. Assist in providing quarterly updates to commissions/councils, including individual meetings with local elected officials; and
 - h. Prepare official correspondence for OWNER, including press releases, news alerts, and talking points for OWNER.
3. Coordinate with Business Leaders Flood Taskforce, including monthly coordination with the business group staffs and quarterly meetings and presentations with the task force.
 4. Perform media tracking and analysis, including daily monitoring of media and notification to project stakeholders, and production of a bi-weekly media tracking and analysis report.
 5. Maintain and support a public website (www.fmdiversion.com) to provide information about the Project and a library of public meeting documentation and studies.
 6. Prepare and distribute monthly “Diversion Dialogue” E-newsletter, and:
 - a. Maintain and update an editorial calendar for the newsletter;
 - b. Maintain and update the distribution list for the newsletter;
 - c. Prepare draft articles for distribution and review; and
 - d. Finalize and public articles to the monthly electronic newsletter.
 7. Coordinate with and support legal counsel (Dorsey) on outreach items involved in litigation.
 8. Advise, provide input, and manage the development and coordination of legislative and other governmental outreach activities in Minnesota in partnership with the OWNER.
 - a. Deliverables:
 - i. Maps
 - ii. Draft correspondence
 - iii. Draft press releases
 - iv. Draft talking points
 - v. Bi-weekly media tracking and analysis report
 - vi. Public website
 - vii. “Diversion Dialogue” E-newsletter
 - viii. Media tracking e-mail reports
 - b. Schedule:
 - i. As required

Task 6.K-Agricultural, Cemetery, Lands and Other Impacts Mitigation Support

The scope of services for this Task generally includes the following:

1. Advise, provide input, and manage the establishment of a local cemetery mitigation team and development a Cemetery Mitigation Plan. Details for Cemetery Mitigation Plan to be developed by OWNER’s Design Consultant, HMG.
2. Advise, provide input, and manage the establishment of flowage easement language to be developed by OWNER’s legal counsel, and the development of compensation values for a sample of upstream impacted properties to be developed by others.

3. Advise, provide input, and manage the evaluation of upstream agricultural impacts, including support of NDSWC and NDSU studies.
4. Advise, provide input, and manage the property acquisition policy development and refinement.
 - a. Deliverables:
 - i. Draft Cemetery Mitigation Plan comments
 - ii. Draft flowage easement language comments
 - iii. Telephone calls, meeting minutes, summary position papers as required.
 - b. Schedule:
 - i. As required

Obligations of OWNER:

OWNER’s responsibilities shall be as shown in Article 5 of the Agreement and Attachment A to this Task Order 6.

Times for Rendering Services:

Start: February 27, 2016

End: November 25, 2016

Payments to ENGINEER:

The expected distribution of the monthly compensation by task in this Task Order 6 is presented for reference below.

Task Order 6 Monthly Task Compensation Breakdown		
TASK	TITLE	TOTAL
A	Program Level Services	\$ 155,000
B	Financial Support	\$ 15,000
C	Program Controls & Reporting	\$ 100,000
D	Contract Administration	\$ 15,000
E	Permitting & Permit Compliance Support	\$ 25,000
F	Split-Delivery Implementation Support	\$ 20,000
G	Technical and Project Support Service	\$ 140,000
H	Federal & State Legislative Support	\$ 20,000
I	P3 Procurement Support	\$ 120,000
J	Public Involvement & Outreach Support	\$ 75,000
K	Ag, Cemetery, Lands & Other Impacts Mitigation Support	\$ 15,000
Total Monthly Compensation		\$ 700,000

For Method of Payment:

The total compensation for services identified in this Task Order, including labor, sub-consultants, and expenses is \$6,300,000 based on the following monthly amounts:

Period of Performance	Unit	(\$/unit)	Total (\$)
9 months	Lump Sum per month	\$700,000	\$6,300,000

Other Modifications to Agreement: None

Sub-consultants: AE2S, Inc.

Attachments: OWNER's Responsibilities

Documents Incorporated By Reference: Standard Master Agreement for Professional Services between the OWNER and ENGINEER executed March 8, 2012, and any attachments and executed amendments. Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. ENGINEER is authorized to begin performance as stated herein.

Effective Date of this Task Order: February 27, 2016

This Amendment and the services covered by this Amendment will be performed in accordance with the Provisions and any attachments or schedules of the Agreement. This Amendment will become a part of the referenced Agreement when executed by both parties.

Diversion Board of Authority

Signature: _____
Name (printed): Darrell Vanyo
Title: Chairman
Date: _____

CH2M HILL ENGINEERS, INC.

Signature: _____
Name (printed): Sherrill Doran
Title: Vice President, Northwest Water Manager
Date: _____

Attachment A

OWNER's Responsibilities

1. Track and report funding status.
2. Track WIKS/LERRDs crediting and report to USACE.
3. Assist with communications on agricultural mitigations to landowners, agencies, and elected leaders.
4. Designate OWNER's staff lead to coordinate each ongoing cross-functional (technical, outreach, land, policy) action such as Oxbow/Hickson/Bakke levee, staging area mitigation planning, and phased construction planning.
5. Review, process, and pay invoices for OWNER-held agreements and task orders.
6. Designate OWNER's staff to coordinate Authority governance activities such as JPA extensions, FY17 OWNER's Budget development, Construction MOU negotiations, Project Partnership Agreement negotiation, Work-in Kind requests and other agreements.
7. Lead and facilitate Admin Advisory Staff meetings; monthly Board and Committee meetings; and Joint Program Management Board and Executive Leadership Council meetings.
8. Execute the JPA, PPA, and other agreements to implement the project as approved.
9. Enter into an agreement with ACONEX, subject to approval by the DA Board, to provide an EDMS platform and host an "ACONEX Local Copy" on the OWNER's IT infrastructure.
10. Support development of a Financial Plan with the financial advisor, Ernst and Young
11. Support the development of the P3 RFQ and RFP.
12. Participate in public outreach, legislative support and market engagement activities.



This is Statement of Work No. 02,
Amendment 0, consisting of 5 pages.

Ernst & Young Infrastructure Advisors, LLC

Statement of Work No. 02, Amendment 0

Financial Plan finalization, Industry outreach, Request for Qualification development and Request for Proposal Development

In accordance with the Agreement between **Metro Flood Diversion Authority** ("Client") and **Ernst & Young Infrastructure Advisors, LLC** ("EYIA") for Professional Services, dated May 14, 2015 ("Agreement"), Client and EYIA agree that the Statement of Work include the following elements, with specific activities to be directed by the Client as follows:

1. Specific Project Data
 - A. Title: Financial Plan and procurement strategy finalization, Industry outreach, Request for Qualification development support and Request for Proposal development support
2. Services of EYIA
 - A. Financial Plan and financing/ procurement strategy
 - a. Work with the Client's Program Management Consultant and municipal advisors to develop the financial plan for the project.
 - b. Undertake financial analysis and refine a financial model to assess the financial structure of the Project and the Client's approach to the P3 project costs, US Army Corp of Engineers project costs and the Client retained project costs, and the funding streams to be applied to the Project. This may include analysis and refinement of different scenarios related to:
 - i. P3 project costs (construction & operation costs)
 - ii. Retained project costs (construction & operation costs)
 - iii. P3 payment approach (milestone payments and Availability Payment (AP) structures)
 - iv. Tax-exempt financing (sales tax, property tax assessment credit, etc.)
 - v. Federal financing tools (TIFIA, PABs etc.)
 - c. Assist the Project team in explaining the nature and delivery of the financial plan to stakeholders, as requested
 - d. Assist the Client's Program Management Consultant and Legal Advisor(s) in developing an appropriate procurement strategy for the project, including schedule of activities, threshold procurement issues, and governance structures
 - e. Participate in P3 Working Group and other meetings
 - B. Continue to support the Client in its interactions with the US Army Corps of Engineers
 - C. Industry Outreach
 - a. Support industry outreach activities to identify market issues and validate interest
 - b. Assist in the preparation of materials to support an Industry Forum or similar event
 - c. Attend an Industry Forum and present and advise on financial issues
 - d. Assist in responding to industry questions relating to the procurement process or commercial and financial structure of the project

- e. Participate in market outreach activity, if requested, and develop summary document of key messages from potential participants,
 - D. Assist the Client in preparing due diligence materials to support procurement and for inclusion in the data-room, including a financial White Paper
 - E. Request for Qualifications (RFQ) Support
 - a. Assist with the development of the RFQ, including the following elements:
 - i. Procurement process
 - ii. Commercial and financial structure of the project
 - iii. Financial submission requirements
 - iv. Financial Evaluation criteria
 - b. Assist with the Client's evaluation of Statement of Qualifications (SOQ) submissions (assumes no more than five)
 - c. Support briefings with prospective proposers regarding RFQ process
 - F. Request for Proposal (RFP) Development Support
 - a. Assist with the development of the RFP, including the following elements:
 - i. Drafting portions of Instructions to Proposers (ITP), regarding commercial and financial requirements, including: submittal requirements for financial capacity information, debt and equity commitment letters, financial models and indicative ratings; evaluation criteria and methodology; and advice on key proposal terms, including validity periods and bid security requirements
 - ii. Support Client's Legal Advisor(s) in drafting commercial and financial elements of the P3 Agreement, including payment mechanism and termination provisions
 - G. Meetings, Calls, and Working Groups
 - a. Attend P3 working group meetings, project team meetings and conference calls regarding the procurement to coordinate activities and present deliverables, as required.
3. Deliverables:
 - A. Financial analysis and stakeholder presentations
 - B. Financial model
 - C. Input into draft RFQ documents
 - D. Financial review of SOQs
 - E. Input into draft RFP documents
 - F. White Paper(s) and decision memos
4. Times for Rendering Services
 - A. Period of Performance of this Statement of Work ends on November 25, 2016.
5. Payments to EYIA
 - A. Client shall pay EYIA for services rendered in accordance with Agreement and the rate schedule in Attachment A. The following table presents the estimated budget breakdown by Subtask. This Statement of Work shall be authorized and limited by the total budget amount. Subtask amounts are estimates and shall not be considered limits.

Subtask	Description	Budget Estimate (\$)
A	Financial Plan and financing/ procurement strategy	\$120,000
B	Support USACE interactions and PPA	\$41,000
C	Industry Outreach	\$84,000
D	Due Diligence	\$23,000
E	RFQ support	\$300,000
F	RFP support	\$415,000
G	Meetings, calls and working groups	\$140,000
	Direct costs (travel, accommodation, etc)	\$54,000
	TOTAL	\$1,177,000

6. Consultants: None
7. Other Modifications to Agreement: None
8. Attachments: Attachment A, Rate Schedule
9. Documents Incorporated By Reference: Agreement dated May 14, 2015

10. Terms and Conditions: Execution of Statement of Work by Client and EYIA shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. EYIA is authorized to begin performance as of the date of the Agreement for Professional Services.

EYIA:

Ernst & Young Infrastructure Advisors, LLC

Signature _____ *Date* _____

Tom P. Rousakis

Name

Senior Managing Director

Title

DESIGNATED REPRESENTATIVE:

Tom P. Rousakis

Name

Senior Managing Director

Title

5 Times Square
New York, NY 10036

Address

Tom.Rousakis@ey.com

E-Mail Address

Office (212) 773-2228; Cell: (917) 442-2701

Phone

Fax

CLIENT:

Metro Flood Diversion Authority

Signature _____ *Date* _____

Darrell Vanyo

Name

Chairman, Board of Authority

Title

DESIGNATED REPRESENTATIVE:

Keith Berndt

Name

Cass County Administrator

Title

211 9th Street South
PO Box 2806
Fargo, ND 58108-2806

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax

Attachment A – Rate Schedule

Labor:

Title	Rate¹
Senior Managing Director / EY Principal	\$550
Managing Director / EY Executive Director	\$500
Senior Vice President / EY Senior Manager	\$475
Vice President / EY Manager	\$425
Senior Associate / EY Senior Consultant	\$365
Analyst / EY Staff	\$260

¹Rates are subject to escalation on January 1, 2017, and annually thereafter at the greater of 3.5% or CPI.

Expenses:

Actual cost



This is Work Order No. 3, consisting of 3 pages.

Ashurst, LLC

Work Order No. 3

F-M Area Diversion Project

In accordance with Section 2 of the Engagement Letter between **Flood Diversion Board of Authority** ("Owner") and **Ashurst, LLP** ("Consultant") for professional services dated **January 4, 2016** (together with Appendix 1 and Appendix 2 to the Engagement Letter, the "Agreement"), Owner and Consultant agree as follows:

- 1) SPECIFIC PROJECT DATA
 - a) Title: **P3 Procurement In Re: Fargo-Moorhead Area Diversion Project/DCAI ("Project")**
 - b) Description: **Consultant is acting as Owner's National P3 Legal Counsel.**
- 2) SERVICES OF CONSULTANT: **Provide legal advice and support in relation to P3 aspects of the Project, and limited to items specified in Work Orders authorized by Owner and provided by Local Counsel, Ohnstad Twichell, P.C.**
- 3) OWNER'S RESPONSIBILITIES:
- 4) TIMES FOR RENDERING SERVICES

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
Review USACE agreements, including PPA	March 10, 2016	November 1, 2016
Prepare RFQ Draft	March 10, 2016	November 1, 2016
Prepare RFP Draft, including risk matrix	March 10, 2016	November 1, 2016
Prepare Industry Engagement documents	March 10, 2016	November 1, 2016
Review Third Party Agreements prepared by Local Counsel	March 10, 2016	November 1, 2016
Prepare Procurement Process	March 10, 2016	November 1, 2016
Review Due Diligence, including JPA and conflicts	March 10, 2016	November 1, 2016
Contingency for review of USACE agreements	March 10, 2016	November 1, 2016

- 5) PAYMENTS TO CONSULTANT
 - a) Owner shall pay Consultant for services rendered as follows:
 - i) Compensation for services identified under Subtasks 1 through 7 shall be on an hourly basis in accordance with the Standard Hourly Rates shown in Section 3 of the Engagement Letter.
 - ii) The total compensation for services identified under the Work Order for Subtasks 1 through 7 is not-to-exceed the amount in the table below.
 - iii) Consultant will not perform work beyond one hundred percent (100%) of the budget for the Subtasks set forth below without Owner's authorization by an amendment to this Work Order.

Subtask	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
Review USACE agreements, including PPA	1	149,954.95		
Prepare RFQ Draft	2	365,495.00		
Prepare RFP Draft, including risk matrix	3	962,900.00		
Prepare Industry Engagement documents	4	105,800.00		
Review Third Party Agreements prepared by Local Counsel	5	140,000.00		
Prepare Procurement Process	6	44,983.75		
Review Due Diligence, including JPA and conflicts	7	110,000.00		
Contingency for review of USACE agreements	8	100,000.00		
TOTAL		1,979,133.70		

- b) The terms of payment are set forth in Section 5 and Section 6 in Appendix 1 of the Agreement.
 - c) When invoicing work, Consultant shall note the Activity ID (shown in table above) associated with each invoiced activity.
 - d) Provide monthly invoice and status report
 - i) A summary report will accompany invoice, and detail work completed during the invoice period.
 - ii) The summary report will be organized by subtask, and provide narrative of work completed on each subtask.
- 6) Consultants:
- 7) Other Modifications to Agreement:
- 8) Attachments:
- 9) Documents Incorporated By Reference:
- 10) Terms and Conditions: Execution of Work Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreements (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance as of the date of the Agreement.

The Effective Date of this Work Order is March 10, 2016.

(Signatures contained on the following page.)

CONSULTANT:

Ashurst, LLP

Signature

Date

Jason Radford

Name

Partner

Title

DESIGNATED REPRESENTATIVE FOR
WORK ORDER:

Jason Radford

Name

Partner

Title

Times Square Tower
7 Times Square
New York, NY 10036

Address

jason.radford@ashurst.com

E-Mail Address

(212) 205-7006

Phone

(212) 205-7020

Fax

OWNER:

Flood Diversion Board of Authority

Signature

Date

Darrell Vanyo

Name

Chair

Title

DESIGNATED REPRESENTATIVE FOR
WORK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

211 9th Street South
PO Box 2806
Fargo, ND 58108-2806

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax

RECOMMENDED BY:

Signature

Date

John T. Shockley, Attorney at Law

Name

Ohnstad Twichell, P.C.
901 13th Ave E
West Fargo, ND 58078

Address

jshockley@ohnstadlaw.com

E-Mail Address

(701) 282-3249

Phone

(701) 282-0825

Fax

F-M Area Diversion Project -- Budget and Invoice Tracker

	Workstream	Approved Budget	Remaining Budget as of 2/8/16	Jan	Feb	March	April	May	June	July	August	Sep	Oct	Nov	Total
1.	USACE (incl PPA) (AWD-00055)	\$150,000.00	\$55,045.05	\$94,954.95	\$10,600.00	\$39,400.00			\$5,000.00						\$149,954.95
2.	RFQ Draft ()					\$103,000.00	\$110,360.00	\$100,000.00			\$52,135.00				\$365,495.00
3.	RFP Draft (inc. risk matrix) ()					\$54,500.00	\$115,500.00	\$291,500.00	\$133,500.00	\$130,000.00		\$173,500.00	\$64,400.00		\$962,900.00
4.	Industry Engagement ()				\$1,800.00	\$5,000.00	\$24,000.00	\$20,000.00	\$55,000.00						\$105,800.00
5.	THIRD PARTY AGREEMENTS ()									\$15,000.00	\$15,000.00	\$70,000.00	\$40,000.00		\$140,000.00
6.	Procurement Process ()	\$45,000.00	\$44,516.25	\$483.75	\$44,500.00										\$44,983.75
7.	Due Diligence (incl. JPA and conflicts) ()	\$29,000.00	\$29,000.00		\$29,000.00	\$44,000.00		\$17,000.00					\$20,000.00		\$110,000.00
9.	Total	\$224,000.00	\$128,561.30	\$95,438.70	\$85,900.00	\$245,900.00	\$249,860.00	\$428,500.00	\$193,500.00	\$145,000.00	\$67,135.00	\$243,500.00	\$124,400.00	\$0.00	\$1,879,133.70

Finance Committee Bills for March 2016

Vendor	Description	Amount
Cass County Joint Water Resource District	Reimburse Diversion bills	\$ 1,189,437.36
Fredrickson & Byron, P.A.	Government relations flat fee	\$ 3,500.00
Dorsey & Whitney LLP	Legal Services Rendered through December 31, 2015	\$ 77,210.46
Warner and Company	Liability policy	\$ 4,975.00
US Army Corps of Engineers	Cost share	\$ 879,000.00
ND Water Users Association	Membership dues	\$ 5,000.00
Dorsey & Whitney LLP	Legal Services Rendered through January 31, 2016	\$ 150,434.04
BNSF	Watermain Crossing Permit processing fee	\$ 775.00
BNSF	Temporary Occupancy Permit processing fee	\$ 775.00
BNSF	Storm Sewer Cross Permit processing fee	\$ 775.00
Total Bills Received in February		<u>\$ 2,311,881.86</u>



Cass County
Joint Water
Resource
District

March 2, 2016

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

Mark Brodshaug
Chairman
Fargo, North Dakota

Greetings:

Rodger Olson
Manager
Leonard, North Dakota

RE: Metro Flood Diversion Project
In-Town Levees Project
Access and Diversion Project Assessment Committee (DPAC)
Oxbow-Hickson-Bakke Ring Levee Project
Oxbow Golf and Country Club – Golf Course Construction

Dan Jacobson
Manager
West Fargo, North Dakota

Enclosed please find copies of bills totaling \$1,189,437.36 regarding the above referenced projects. The breakdown is as follows:

Ken Loughheed
Manager
Gardner, North Dakota

In-Town Levees	\$ 385,003.15
Access issues	114,917.17
DPAC	304.00
Oxbow-Hickson-Bakke Ring Levee	620,909.74
Oxbow Golf and Country Club	68,303.30

Jacob Gust
Manager
Fargo, North Dakota

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
wrld@casscountynnd.gov
casscountygov.com

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

Updated 2/26/16

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
2/16/2016	1/21/2016	140276	100007	1,558.32	Ohnstad Twichell, P.C.	Legal-Diversion Right of Entry
2/16/2016	1/21/2016	140282	130007	25,698.85	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
2/16/2016	1/21/2016	140275	90007	2,356.00	Ohnstad Twichell, P.C.	Legal-DA Cost share agreement and P3, open records
2/16/2016	1/21/2016	140341	160007	5,619.00	Ohnstad Twichell, P.C.	Legal-Inlet Right of Entry
2/25/2016	2/19/2016	684528	38810	231.00	Larkin Hoffman Attorneys	Legal-Access
2/16/2016	1/25/2016 :RF No. 7715.08			73,679.00	Robert & Judith Anderson & ND Guaranty	Replacement housing
2/16/2016	1/25/2016 :RF No. 7715.08			5,775.00	Robert and Judith Anderson	Replacement housing

Total 114,917.17

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
02/09/16	02/09/16			10,216.00	The Title Company	Property purchase - Beverly Pearson
02/16/16	12/31/15 :RF No 7715.08			303.00	Bryan & Theresa Hest	Incidental closing costs
2/16/2016	1/11/2016 :RF No. 7715.08			2,512.50	Jordan and Diana Heller	residential fixed move claim
2/11/2016				346,500.00	Cass County Clerk of District Court	Acquisition action - Mondragon
2/22/2016	2/22/2016			3,500.00	Cass County Clerk of District Court	Acquisition action - Mondragon
2/25/2016	2/11/2016 :F 7715.08.0290			11,311.86	Curt Christensen	Final residential rental assistance claim
2/25/2016	2/8/2016 :F 7715.08.0290			2,394.00	Cory Cwiak and Niloufar Alenjery	Final rental assistance claim
2/16/2016	2/3/2016	488773751		1,295.79	Xcel Energy	Service to 1330, 1326 and 1322 Elm St & 18 N Terrace
2/16/2016	2/6/2016	5071		3,808.75	Sentry Security Inc	Security Patrol services for Howard Johnson's
2/25/2016	2/20/2016	5092		3,161.25	Sentry Security Inc	Security Patrol services for Howard Johnson's

Total 385,003.15

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
2/16/2016	1/21/2016	140280	120007	270.00	Ohnstad Twichell, P.C.	Legal-DPAC
2/16/2016	1/21/2016	140303	150007	34.00	Ohnstad Twichell, P.C.	Legal-Garaas appeal

Total 304.00

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
2/16/2016	1/21/2016	140286		140007	20,290.92	Ohnstad Twichell, P.C.	Legal-ROW
2/25/2016	2/25/2016				45,360.00	American Enterprises Inc	Demolition of 345 Schnell Drive and 744 Riverbend Road
2/16/2016	2/4/2016				8,456.41	Rebecca Murphy	Closing costs
2/18/2016	2/18/2016				111,000.00	Joel and Cheryl Wold	Replacement lot
2/18/2016	2/18/2016				76,426.00	Joel and Cheryl Wold	Builder down payment
2/19/2016	2/17/2016				196,842.17	The Title Company	Property purchase - Joseph and Jolene Sauvageau
2/19/2016	2/17/2016				151,392.20	The Title Company	Replacement housing payment - Joe & Jolene Sauvageau
2/25/2016					391.00	Randal and Debra Schneibel	Closing costs
2/25/2016					2,620.00	Randal and Debra Schneibel	Residential moving costs
2/16/2016	2/4/2016			10 invoices	3,784.80	Cass County Electric Cooperative	Service to various addresses
2/25/2016	2/15/2016	1121701			412.70	Cass County Electric Cooperative	Service to 17495 52 St SE
2/25/2016	2/11/2016	56142	5683-5	R12.00049	1,192.50	Ulteig Engineering Inc	Land Acquisition
2/16/2016	2/6/2016	5081			1,341.36	Sentry Security Inc	Security patrol services
2/25/2016	2/20/2016	5102			1,399.68	Sentry Security Inc	Security patrol services

Total 620,909.74

OXBOW COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
2/25/2016	1/27/2016	15013-PH-Final	15013	46,437.03	Oxbow Golf and Country Club	Oxbow Country Club Pump House construction services
2/25/2016	2/1/2016	1	1412	21,866.27	Oxbow Golf and Country Club	Pump house - Partners & Simy LLP

Total 68,303.30

Grand Total 1,189,437.36

Fredrikson & BYRON, P.A.

INVOICE DETAIL

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

Invoice: 1353020
Client Account: 072720.0001
Regarding: Government Relations LOB 30321
Invoice Date: February 10, 2016

Government Relations flat fee payment 8 of 12.

Total For Fees	\$ 3,500.00
----------------	-------------

Total This Invoice	\$ 3,500.00
--------------------	-------------

***Please note that Fredrikson & Byron will be adjusting its standard hourly billing rate schedule for services rendered after January 1, 2016
If you have questions about the billing rates of specific individuals, please feel free to contact your attorney.*

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: 1353020
Client Account: 072720.0001
Regarding: Government Relations LOB 30321
Invoice Date: February 10, 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 or contact a client representative at 612.492.7574.



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

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

January 20, 2016
Invoice No. 3254259

RECEIVED
DATE 1-25-16

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

For Legal Services Rendered Through December 31, 2015

INVOICE TOTAL

Total For Current Legal Fees	\$76,628.50
Total For Current Disbursements and Service Charges	\$581.96
Total For Current Invoice	\$77,210.46

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 1080
Minneapolis, MN 55480-1680

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

ABA Routing Number: 091000022
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



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

January 29, 2016

Kent Costin
Finance Director
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Red River Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated January 20, 2016 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through December 31, 2015 on the Red River Diversion Project.

If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey & Whitney.

Sincerely,

A handwritten signature in black ink, appearing to be "ERJ", with a long horizontal line extending to the right.

Erik R. Johnson

ERJ/lmw
Enclosure
cc: Bruce Grubb

790-7130-429, 33-25 V00101



Warner and Company

Insurance Since 1911

318 Broadway • P.O. Box 1470

Fargo, North Dakota 58107

701-237-6414 • Fax 701-239-0009 • 1-800-369-2501

www.warnerandcompany.com

Invoice # 1006	Page 1 of 1
Account Number	Date
DIVEBOA-01	2/23/2016
BALANCE DUE ON	
3/19/2016	
AMOUNT PAID	Amount Due
	\$4,975.00

Producer: Richard Penning

**Diversion Board of Authority
Metro Flood Diversion Authority
c/o Kent Costin, 200 North 3rd St
Fargo, ND 58102**

▼ PLEASE RETURN TOP PORTION WITH YOUR REMITTANCE – THANK YOU ▼

General Liability	ND Insurance Reserve Fund	PolicyNumber: GL000337304	Effective: 3/19/2016	to 3/19/2017
-------------------	---------------------------	---------------------------	----------------------	--------------

Item #	Trans Eff Date	Trans	Description	Amount
37649	3/19/2016	RENB	Renew Liability Coverage eff 3-19-2016 to 3-19-2017	\$4,975.00
Total Invoice Balance:				\$4,975.00

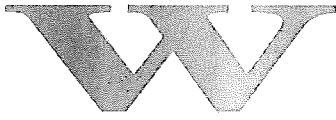
A late payment charge equal to 1.5% will be imposed on each transaction not paid within 30 days of the due date
2/23/2016

Diversion Board of Authority

Page 1 of 1

If the insurance is not wanted, the policy or memorandum should be returned to our office at once.
Holding the contract in your possession will be considered your acceptance of it.

INVOICE



Warner and Company Insurance

318 Broadway
PO Box 1470
Fargo, ND 58107-1470
T (701) 237-6414
F (701) 239-0009
warnerandcompany.com

2/23/2016

Diversion Board of Authority
Attn: Kent Costin
200 North 3rd Street
Fargo, ND 58102

RE: Renewal - Liability Policy #: GL000337304

Dear Kent:

Enclosed is the renewal of the Liability policy for the Diversion Board of Authority effective 3/19/2016 written through ND Insurance Reserve Fund.

Please review the policy carefully and let me know if any of the provisions are unclear or if any revisions are necessary. Throughout the policy term, please keep us informed of any changes in your operations.

Also enclosed is an invoice in the amount of \$4,975.00. Please remit payment in the enclosed return envelope prior to the due date to avoid any late charges.

Thank you for your continued business. Please do not hesitate to call us with any questions or concerns.

Sincerely,

Ross Gailfus
Key Account Manager/Vice President
rgailfus@warnerandcompany.com

Enclosure
Renewal policy/Invoice



DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

RECEIVED
CASS COUNTY COMMISSION

MAR 3 2016

MAR 0 1 2016

Planning, Programs and Project Management Division
Project Management Branch

SUBJECT: Fargo-Moorhead Metro Preconstruction, Engineering, and Design Phase

Chairman Darrell Vanyo
Flood Diversion Board of Authority
Box 2806
211 Ninth Street South
Fargo, ND 58108

Dear Chairman Vanyo:

Based upon the Division Board of Authority's August 13, 2015 meeting where the Corps funds request for FY15-16 was passed and in accordance with Article IV of the Design Cost Share Agreement executed on September 12, 2011, please provide cost share funds in the amount of \$879,000. These funds will count towards the required 5 percent cash contribution and are associated with Cost Share Control Record Number 531.

We request that \$879,000 be wired directly to the U.S. Army Corps of Engineers. We are providing the following information:

- a. Bank Name: Cash Link-ACH Receiver
Account Name: USACE Finance Center
Bank ABA Number: 051036706
Account Number: 220025
Bank Address: Riverdale MD
Account Type: Checking
- b. Advance Account Number: 293
- c. ROV Number: 1713
- d. Cost Share Number: 531

The instructions require a notification letter from the non-Federal sponsor 14 days in advance of the transfer. To do this, please email terryl.l.williams@usace.army.mil and cherie.d.law@usace.army.mil with the date of transfer, amount and type of transfer. We will then forward this information to our point of contact at our Finance Center in Tennessee.

Please contact Cherie D. Law of our Finance and Accounting Branch at (651) 290-5465, if additional help is required to complete the electronic funds transfer.

If you have any questions concerning the project, please contact me at (651) 290-5517 or at terryl.l.williams@usace.army.mil.

Sincerely,



Terry Williams
Project Manager

cc:

Honorable Del Rae Williams
Mayor of Moorhead
500 Center Avenue
PO Box 779
Moorhead, MN 56561-0779

Honorable Dr. Tim Mahoney
Mayor of Fargo
200 Third Street North
Fargo, ND 58102

Mr. Bob Zimmerman
Moorhead City Hall
500 Center Avenue
PO Box 779
Moorhead, MN 56561-0779

Mr. Mark Bittner
Director of Engineering
200 Third Street North
Fargo, ND 58102

Mr. Keith Berndt
Cass County
211 9th Street South
PO Box 2806
Fargo ND 58108-2806

North Dakota Water Users Association

P.O. Box 2254
Bismarck, North Dakota 58502
(701) 223-4615

DEDICATED TO THE PROTECTION, DEVELOPMENT, AND
MANAGEMENT OF NORTH DAKOTA'S WATER RESOURCES

DARRELL VANYO
F-M AREA DIVERSION AUTHORITY
PO BOX 2806
FARGO ND 58108

**MEMBERSHIP DUES
STATEMENT**

DATE DUE: January 1, 2016

<u>COUNTY</u>	<u>MEMBERSHIP CLASSIFICATION</u>	<u>AMOUNT DUE</u>
CASS	SUSTAINING MEMBER	\$5,000.00

The portion of dues paid to the North Dakota Water Users Association,
which is attributable to lobbying activities, is 5% or less.

SECOND NOTICE

(Please mark address corrections)

DARRELL VANYO
F-M AREA DIVERSION AUTHORITY
PO BOX 2806
FARGO ND 58108

Please return this portion with your check
payable to ND Water Users Association.

Mail remittance to:
North Dakota Water Users Association
P.O. Box 2254
Bismarck, ND 58502

Amount Due: \$5,000.00

County: CASS

Contact Person: _____

Phone Number: _____



received
2-25-16

MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

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

February 22, 2016
Invoice No. 3260375

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

For Legal Services Rendered Through January 31, 2016

INVOICE TOTAL

Total For Current Legal Fees	\$71,963.75
Total For Current Disbursements and Service Charges	\$1,259.83
Total For Current Invoice	\$73,223.58

Summary of Account

*Prior Balance Due	\$77,210.46
Total Amount Due	\$150,434.04

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

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: 091000022
Account Number: 1602-3010-8500
Swift Code: USBKUS441MT

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



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

March 2, 2016

Kent Costin
Finance Director
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Red River Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated February 22, 2016 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through January 31, 2016 on the Red River Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik R. Johnson", written over a large, stylized circular flourish.

Erik R. Johnson

ERJ/lmw
Enclosure
cc: Bruce Grubb





PIPELINE / WIRE LINE PROCESS INSTRUCTIONS

Licensing Process:

1. Once the application package is received by Jones Lang LaSalle Brokerage, Inc. (JLL), the application and drawing will be forwarded to the engineering firm to prepare the Exhibit "A" drawings for the contract. **This process takes approximately 10 to 15 working days.**
2. When the Exhibit "A" is completed, a contract will be prepared and two (2) copies will be forwarded to you for an original signature. A letter will be sent to you that will provide directions regarding insurance and any additional fees.
3. Return the signed contracts (2 contracts with original signatures), along with the appropriate **payment** to JLL's Permits Department.
4. The final contracts, with original signatures, will be presented for execution provided payment has been received and insurance has been approved.
5. Once the contract is executed, one original will be returned to you for your files.
6. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor (all parties who will be working on the site) to complete the safety training program at Internet Website <http://www.contractororientation.com>. This training must be completed no more than one year in advance of Licensee's entry on the Premises.
7. The cover letter and the executed contract will list the Roadmaster's name and phone number. **You will need to contact the Roadmaster ten (10) days prior to beginning work.**

Process Time:

Please be advised that the average time period for completion of this process is 4 weeks from the time that the application is received. Every effort will be made to complete this process in a timely manner. If you require **RUSH** processing please complete the attached form and send with your check for \$4,125. *We cannot provide RUSH processing for longitudinals.*

Insurance Requirements for the following Agreements:

	Pipeline, Overhead Pipe Truss or Conveyor	Electric Supply, Communication or Telephone Line
Commercial General Liability Insurance	Contractual Liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000.	Contractual Liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000.
Business Automobile Insurance	Combined single limit of at least \$1,000,000 per occurrence.	Combined single limit of at least \$1,000,000 per occurrence.
Workers Compensation and Employers Liability Insurance	Employers' Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.	Employers' Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

Railroad Protective Liability Insurance	Coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate.	Coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate, with the exception of New Mexico in which coverage is \$5,000,000 per occurrence and \$10,000,000 in the aggregate
Pollution Legal Liability Insurance (if necessary)	In an amount of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate	
Please Note: These limits are subject to change without notice. An Agreement will be provided to you, which contains details concerning insurance requirements.		

Please send the following so we may process your License request:

1. **Completed Application.**
2. **\$775 non-refundable processing fee.** Check should be made payable to BNSF Railway Company.
3. **One set of drawings** (no larger than 11 x 17) for the area to be occupied. (Include: streets, distance from tracks and streets, mileposts if available and any distinguishing land marks.) If required, attach the **pole head diagram**. Please ensure all information is accurate, as each change will add an additional \$775 to the processing fee.
4. If you require this be expedited please complete the RUSH form and include an additional non-refundable \$4,125. *We cannot provide RUSH processing for longitudinals.*

Forward to:
Jones Lang LaSalle Brokerage, Inc.
Attn: Permit Services
4300 Amon Carter Blvd.
Suite 100
Ft. Worth, TX 76155



APPLICATION FOR PIPELINE or WIRE LINE - CROSSING AND/OR LONGITUDINAL

Jones Lang LaSalle Brokerage, Inc.
ATTN: Permit Services
 4300 Amon Carter Blvd.
 Suite 100
 Fort Worth, TX 76155

Applicants Tax ID #
 or SS#

We submit for your approval the following specifications for a pipeline or wire line we propose to build across and/or along **BNSF RAILWAY COMPANY'S** right-of-way, as shown on the enclosed location plan and detailed sketch.

Legal name of company/municipality who will own the pipeline/ wire line: City of Fargo
 State in which incorporated: ND (If not incorporated, please attach name of owners or partners.)
 Name of contact for ownership entity: Nathan Boerboom Phone #: 701-241-1545
 EMail Address: NBoerboom@cityoffargo.com Fax: 701-237-5101
 Mailing Address: 200 3rd St N Fargo, ND 58102

Is this project **ARRA** funded? Yes No
 Is applicant a condemning authority? Yes No
 Is applicant a Railroad Shipper? Yes No
 If yes, BNSF Marketing Rep. name: _____ Phone # _____
 Was this service requested by BNSF? Yes No
 If yes, person requesting service: _____ Phone # _____
 Is this installation in conjunction with a track or track expansion project? Yes No
 If yes, BNSF contact name: _____ Phone # _____
 Is this installation associated with a public road crossing/widening or a grade separation project? Yes No
 If yes, please provide details and plans for said crossing/widening or grade separation project with your application.

Type of Encroachment: Crossing Longitudinal Both
 Name of nearest town on RR Fargo County Cass State ND
 Name of nearest roadway crossing RR? 2nd Street North
 Location of Encroachment: SE 1/4 Section 6 Township 139 Range 48
 Railroad Mile Post 23.15 Latitude 46deg 52' 52"N Longitude 96deg 46'54"W
 Within limits of public road or street? Yes No If yes, distance from center line of road: N/A ft.
 Width of public road or street: 44 ft.

PIPELINE:

(Note: For wire line see pg. 2)

Contents to be handled through pipeline: Potable Water

	<u>CARRIER</u>	<u>CASING</u>
Length of pipe on RR property (plastic pipe must be encased full width of ROW)	83 ft.	ft.
Inside diameter of pipe	10 in.	in.
Pipe Material	PVC	
Specification & grade (Minimum yield strength casing 35,000 psi)	C900 AT 0%	
Wall thickness (minimum wall thickness of casing pipe under 14 in. - 0.188 in E-80 Loading)	.444 IN	
Actual working pressure	100 psi	
Type of Joint	Mechanical <input checked="" type="checkbox"/> Welded <input type="checkbox"/>	Mechanical <input type="checkbox"/> Welded <input type="checkbox"/>

CARRIER

CASING

Coating	None	
Distance from base of rail to top of pipe (Flammable contents, steam, water or non-flammable – minimum 5 ½ ft. under main track) (uncased gaseous products – minimum 10' under track)	26.93'	
Minimum ground cover on RR property (minimum 3 ft.)	7.5'	
Cathodic protection casing (flammable substance)		

Type of insulators or support: N/A Size: N/A Space: N/A
Number of Vents (flammable substances require 2 vents) N/A Size: N/A Height Above Ground: N/A

Method of Crossing: Jacking/Dry Bore (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.) Trench (RR to furnish flagman at applicant's expense) Horizontal Directional Drilling (HDD) (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)

Does pipeline support an oil or gas well? Yes No
If yes, distance from RR property: _____ ft. Name of well: _____

WIRE LINE:

Kind of encroachment: Electric Communication If other, describe: _____
Type of wires/cables: _____ # of wires or cables: _____ Volts _____ Phase _____ Cycles _____
Conduits:
Occupied conduits: _____ Vacant conduits: _____ Total Conduits: _____
Length of encroachment: _____ Adjacent spans: _____ ft. _____ ft.
Appurtenances on RR Co. property: _____
Wire clearance over or under top of rail: _____ ft. over or _____ ft. under
If under track: kind of conduit _____ size of conduit _____
Wire clearance over RR Co. wire lines: _____

POLES

Kind: _____ Size: _____
Height: _____ Class: _____
Set in: Earth Rock
Number of poles on RR property: _____
Distance of poles from track: _____

GUY WIRES

Overhead _____ Down _____
Kind _____ Size _____

CROSS ARMS

Material: _____
Size: _____ x _____ x _____

FRONT ELEVATION

INSULATORS

Material: _____

Type: _____ Size: _____

BRACKETS

Material: _____

Type: _____ Size: _____

CONDUCTORS

Material: _____

Type: _____ Size: _____

SIDE ELEVATION

LINE CHARACTERISTICS


Voltage: _____ Phase: _____ Cycle: _____

I agree that I have read the instructions for the installation of wire lines as detailed in the *Utility Accommodation Policy*.

Attached to this sheet is a location plan and a detailed sketch. Sketch should show tie-down measurement to centerline of nearest road crossing, bridge or other railroad structure.

Please authorize us to proceed with this installation or advise what changes are necessary to meet BNSF's specifications.

Date: 3/7/16

Signed: 
Print Name: Keith Burdett Burdett Jr
Company: Flood Diversion Board of Authority
Title: Cass County Administrator
Phone #: 701-241-5770 Fax: _____

If you require additional assistance, please contact your Jones Lang LaSalle Brokerage, Inc. representative.

Provide details and plans for said crossing/widening or grade separation project.

- The purpose of the proposed project is to construct permanent flood protection for the City of Fargo along the Red River of the North. The existing location of 2nd St north will be shifted to the west due to geotechnical considerations. 2nd St north crosses under BNSF prosper line at Bridge 23.1.
- The proposed project, as shown in the attached plan-sheets, is proposed to begin construction in July of 2016. The area between the existing roadway and Red River of the North is geotechnically unstable, so in order to construct a floodwall (since a levee is not feasible in this area) and keep the roadway open during a future flood, the existing roadway will need to be moved to allow for the floodwall to be constructed on the more stable ground to the west. This will require some building acquisition and demolition which will begin April 2016. The retaining wall that is currently along the west side of 2nd Street North, south of the existing BNSF Bridge, will be reconstructed to allow for the roadway to be moved so the floodwall construction can begin.
- 2nd Street North crosses under the BNSF Prosper Line at Bridge 23.1 via an underpass. Currently there is an existing storm sewer line that runs under the roadway. This project proposes to add a 10" PVC watermain under the roadway to tie in two different sections of the City of Fargo's watermain network. This watermain will be a minimum 7.5' below the top of pavement.
- In a phone conference with Kris Swanson and Lynn Leibfried from BNSF, we were instructed to not place the watermain pipe inside a casing pipe, which is why the casing pipe fields are blank on the application.



ELEVATION DATUM (VERTICAL CONTROL)
NAVD 88
GEOD03

COORDINATE SYSTEM (HORIZONTAL CONTROL)
NAD 83 (1983)
FARGO GRID - US SURVEY FEET

PROJECT NO. 08-4711
DRAWN BY JAW
CHECKED BY BBE
SOIL MANAGER CTF
SCALE AS SHOWN

FILE NAME
C-055-2

**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
UTILITIES PLAN AND PROFILE - 2 ST N**

HMG
HOUSTON - MOORE GROUP

NOTES:
1. EITHER MONUMENT OR MANHOLE STYLE SHOT TO BE USED TO LOCATE TO PAC PIPES. ADJUSTMENTS SHALL BE USED TO CONNECT PAC PIPE TO MANHOLE ADAPTER SHALL BE A GPK PRODUCT OR APPROVED EQUIVALENT AS SHOWN ON THE CITY OF FARGO SPECIFICATIONS.
2. ALL PIPE LINED EXISTING TRENCH AND SECTIONS SHALL HAVE GRAVEL BACKFILL PER CITY OF FARGO SPECIFICATIONS.
3. SEE SHEETS C-055 FOR INLET DRAINAGE FOR INLET DRAINAGE BEHIND RETAINING WALL SECTIONS.

This document was originally issued and sealed by Randy G. Engstedt Registration Number PE-6676 on X-XX-XX and the original document is stored at CH2M Hill Engineering Inc., Fargo, N.D.



TEMPORARY OCCUPANCY PROCESS INSTRUCTIONS

Licensing Process:

If you require access to BNSF Railway Company's property for a Seismic Survey you must first enter into a Lease Agreement.

Please contact: Jennifer Kindred Phone: (918) 895-8037
Farmers National Company
5110 S. Yale
Suite 400
Tulsa, OK 74135
jkindred@farmersnational.com

After submitting a Lease Agreement with your application package Jones Lang LaSalle Brokerage, Inc. (JLL) will review the area to determine ownership of mineral rights and forward to the local BNSF Roadmaster for approval.

1. Once application package is received by (JLL), and all prior approvals have been obtained, if required, the application and drawing will be forwarded to the engineering firm to prepare the Exhibit "A" drawings for the contract. **This process takes approximately 10 to 15 working days.**
2. When the Exhibit "A" is completed, a contract will be prepared and two (2) copies will be forwarded to you for an original signature. A letter will be sent to you that will provide directions regarding insurance and any additional fees.
3. Return the signed contracts (2 contracts with original signatures), along with the appropriate **payment** to JLL's Permit Department.
4. The final contracts, with original signatures, are presented for execution provided payment has been received and insurance has been approved.
5. Once the contract is executed, one original will be returned to you for your files.
6. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor (all parties who will be working on the site) to complete the safety training program at Internet Website <http://www.contractororientation.com>. This training must be completed no more than one year in advance of Licensee's entry on the Premises.
7. The cover letter and the executed contract will list the Roadmaster's name and phone number. **You will need to contact the Roadmaster ten (10) days prior to beginning work.**

Process Time:

Please be advised that the average time period for completion of this process is 4 weeks from the time that the application is received. Every effort will be made to complete this process in a timely manner.

Insurance Requirements for the following Agreement:

	Temporary Occupancy
Commercial General Liability Insurance	Contractual Liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000.
Business Automobile Insurance	Combined single limit of at least \$1,000,000 per occurrence.
Workers Compensation and Employers Liability Insurance	Employers' Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
Railroad Protective Liability Insurance	Coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate, with the exception of New Mexico in which coverage is \$5,000,000 per occurrence and \$10,000,000 in the aggregate
Note: These limits are subject to change without notice. An Agreement will be provided to you, which contains details concerning insurance requirements.	

Please send the following so we may process your License request:

1. If License is for a Seismic Survey send a copy of your **Lease Agreement**.
2. **Completed Application**.
3. **\$775 non-refundable processing fee**. Check should be made payable to BNSF Railway Company.
4. **One set of drawings** (no larger than 11 x 17) for the area to be occupied. (Include: streets, distance from tracks and streets, mileposts if available and any distinguishing land marks.) Please ensure all information is accurate, as each change will add an additional \$775 to the processing fee.

Forward application and payments to:
Jones Lang LaSalle Brokerage, Inc.
Attn: Permit Services
4300 Amon Carter Blvd.
Suite 100
Ft. Worth, TX 76155



APPLICATION FOR TEMPORARY OCCUPANCY

Jones Lang LaSalle Brokerage, Inc.
Attn: Permit Services
4300 Amon Carter Blvd.
Suite 100
Fort Worth, TX 76155

Applicants Tax ID #
or SS #

We submit for your approval the following application for temporary occupancy on BNSF Railway Company's right of way as shown on the enclosed location plan and detailed sketch.

Legal Name of Company/Municipality that will occupy the property: City of Fargo
If a corporation State in which incorporated: ND
Contact Name: Nathan Boerboom
Mailing Address: 200 3rd St N Fargo, ND 58102
Email Address: NBoerboom@cityoffargo.com

Legal Name of Contractor performing work: Project is yet to be awarded
If a corporation State in which incorporated:
Contact Name:
Mailing Address:
Email Address:

Is this project ARRA funded? Yes No
Is this a condemning authority? Yes No
Is Applicant a Railroad Shipper? Yes No

If yes, BNSF Marketing Rep Name Phone #
Was this service requested by BNSF? Yes No
If yes, BNSF person requesting service Phone #
Is this in conjunction with a track or track expansion project? Yes No
If yes, BNSF contact name Phone #

Purpose of Occupancy? Construction of Flood Control project, which includes the demolition and reconstruction of a retaining wall southwest of the existing railroad underpass, the installation of underground utilities, (other permits have been compiled for these crossings) and the re-alignment of 2nd St North. A floodwall will be constructed adjacent to BNSF property as well.

Name of nearest town on RR: Fargo County: Cass State: ND
Name of nearest roadway crossing RR: 2nd St N
Location of proposed occupancy: SE 1/4 Section 6 Township 139 Range 48
Railroad Milepost: 23.15 Latitude: 46 deg 52'52"N Longitude: 96 deg 46' 54" W

Is the work to be performed within 50 ft. of the track? Yes No
Percentage of project done within 50 ft. of the tracks. See plans %


Area to be occupied ft. (x) ft.
Length of time for Project: Date from: July 1, 2016 Date to: August 1, 2017
Will a crossing under the railroad tracks be required? Yes No

If yes, location of railroad mileposts: Underpass Bridge 23.1

Total cost of project \$ Engineers Estimate - \$16,800,000.00

For a Seismic Survey: Dates you will actually be on property Total # of cables on property

ned to this sheet is a location plan and a detailed sketch. Shown on the sketch are exact dimensions of the project area
distances to the centerline of nearest railroad track and road crossing, bridge or other railroad structure.

I understand that submission of this application *does not* authorize occupancy of the property. Exact fees and insurance requirements will be forwarded after the application has been reviewed and approved by the BNSF 

Date: 3/7/16

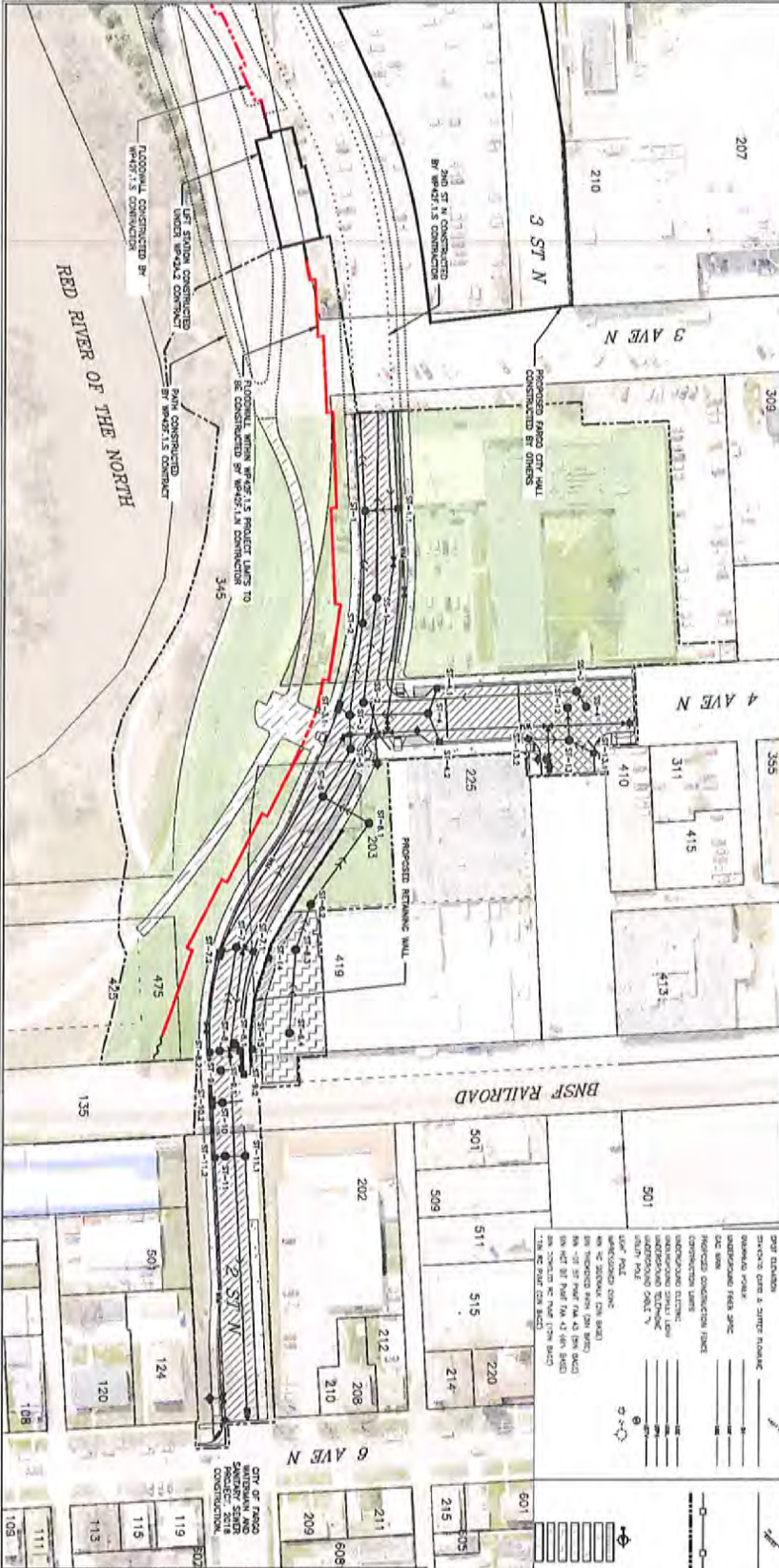
Signed:

Print Name: Keith Burndt 

Title: Cass County Administrator

Phone #: 701-241-5770 FAX 701-237-5101

If you require additional assistance, please contact your Jones Lang LaSalle Brokerage, Inc. representative.



Sheet Number	Sheet Title
1	Cover
1	Section C000 - Overall Layout and Fencing
1	Overall Layout
1	Overall Utility Layout
1	Overall Parking Layout
1	Section C000 - General Details
1	Gate Valve Location Map
2	Overall Floodwall
2	Floodwall Notes
4	Floodwall Layout
5	Floodwall Elevation
8	Floodwall Details
9-17	2nd Street Floodwall
18-20	4th Avenue Floodwall
21	Retaining Wall Layout
22	Retaining Wall Elevation
23	Retaining Wall Details
24-32	Retaining Wall Details
33	Retaining Wall Details

34-35	3rd Street Floodwall
36-37	Levee/Retaining Wall
38	Details
39-41	Section C000 - Typical Sections
1-4	Section C000 - Typical Sections
1-2	Section C000 - Typical Sections
1	Section C000 - Riprap & Structure Schedule
1	Riprap & Structure Schedule
1-2	Section C005 - Riprap & Structure Schedule
1-2	Utility Plan and Profile - 2' DIA
3	Utility Plan and Profile - 4' DIA
4-5	Section C000 - Fencing Plan
1-2	2.5' N Fencing Plan and Profile
3	4' N Fencing Plan and Profile
4	Retaining Wall and Profile - Sloped
5	Retaining Wall and Profile - Stepped
6	Section C000 - Fencing Details
1-2	Section C000 - Fencing Details

1-2	Section C000 - Section and Schedule
1-2	Section C000 - Section and Schedule
1-2	Section C000 - Section and Schedule
3-4	Section C000 - Section and Schedule
4	Section C000 - Section and Schedule
1	Section C000 - Section and Schedule
2	Section C000 - Section and Schedule
3	Section C000 - Section and Schedule
4-5	Section C000 - Section and Schedule
6	Section C000 - Section and Schedule
7	Section C000 - Section and Schedule
8	Section C000 - Section and Schedule
9	Section C000 - Section and Schedule
1-4	Section C100 - Street Lighting
5-8	Section C100 - Street Lighting
9-11	Section C100 - Street Lighting
1-2	Section C100 - Street Lighting

1-2	Section C100 - Street Lighting
3-6	Section C100 - Street Lighting
1-2	Section C100 - Street Lighting
3-6	Section C100 - Street Lighting
1-3	Section C100 - Street Lighting
1-3	Section C100 - Street Lighting

LEGEND

EXISTING

- EXISTING GRADE
- EXISTING ELEVATION
- EXISTING FLOODWALL
- EXISTING FLOODWALL ELEVATION
- EXISTING FLOODWALL FOOTING
- EXISTING FLOODWALL FINISH
- EXISTING FLOODWALL TOP FINISH
- EXISTING FLOODWALL TOP FINISH (AS BUILT)
- EXISTING FLOODWALL TOP FINISH (AS BUILT)
- EXISTING FLOODWALL TOP FINISH (AS BUILT)
- EXISTING FLOODWALL TOP FINISH (AS BUILT)

NEW

- NEW GRADE
- NEW ELEVATION
- NEW FLOODWALL
- NEW FLOODWALL ELEVATION
- NEW FLOODWALL FOOTING
- NEW FLOODWALL FINISH
- NEW FLOODWALL TOP FINISH
- NEW FLOODWALL TOP FINISH (AS BUILT)
- NEW FLOODWALL TOP FINISH (AS BUILT)
- NEW FLOODWALL TOP FINISH (AS BUILT)
- NEW FLOODWALL TOP FINISH (AS BUILT)

COORDINATE SYSTEM (HORIZONTAL CONTROL)
NAD 83
FARGO GROUND - US SURVEY FEET

ELEVATION DATUM (VERTICAL CONTROL)
NAVD 83
GEODOID

PROJECT NAME
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
OVERALL LAYOUT

DATE
3/4/18

PROJECT NO.
C-004-1

DESIGNED BY
HMG

CHECKED BY
HMG

SCALE
AS SHOWN

PROJ. MANAGER
HMG

DATE
3/4/18

CITY OF FARGO
ENGINEER

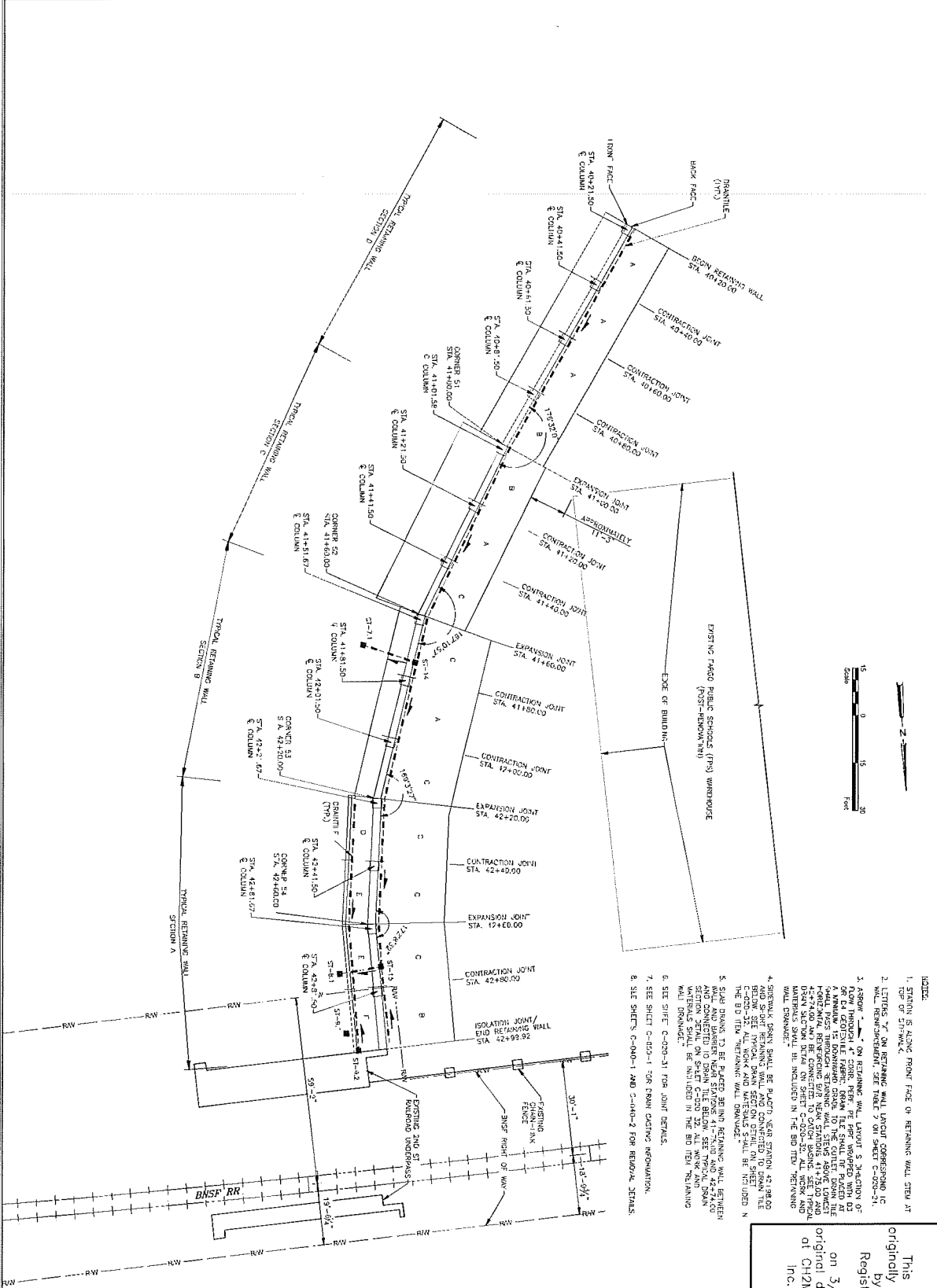
PROJ. NO.
2018-001

DATE
3/4/18

HMG

HOUSTON - MOORE GROUP

This document was originally issued and sealed by Randy G. Engstad Registration Number PE-6676 on 3/4/18 and the original document is stored at CH2M Hill Engineering Inc., Fargo, N.D.



- NOTES:
1. STATION IS BACK FRONT FACE OF RETAINING WALL FROM AT TOP OF FINISH.
 2. LETTERS 'A' ON RETAINING WALL INDICATE APPROXIMATE WALL REINFORCEMENT SEE SHEET C-020-31.
 3. ABOVE 'A' ON RETAINING WALL LAYOUT IS 3/4" SECTION OF FLOW THROUGH 4" CORR. PER. FE PER. IMPOSED WITH OR FOR CA (DESTITUTE FRAGILE DRINK TILE SHALL BE PLACED AT SHALL PASS THROUGH RETAINING WALL STEPS ABOVE LOWEST FLOORING PERFORMING PER. W/OUT STATIONS 41+25.00 AND 42+20.00 AND ABOVE PERFORMING PER. W/OUT STATIONS 42+20.00 AND 42+25.00. ALL WORK AND MATERIALS SHALL BE INCLUDED IN THE BID ITEM RETAINING WALL BRANDED.
 4. CONTRACTOR SHALL BE SURE TO VERIFY EXISTING WALL AND FOUND RETAINING WALL AND CONSTRUCTION DETAIL ON SHEET N BELOW. SEE TYPICAL DRAIN SECTION DETAIL ON SHEET N THE BID ITEM "RETAINING WALL DRAINAGE" SHALL BE INCLUDED IN THE BID ITEM "RETAINING WALL BRANDED".
 5. SLAB DRINKS TO BE PLACED AGAINST RETAINING WALL. EXISTING WALL AND BARBER NEAR STATIONS 41+75.00 AND 42+75.00 SHALL BE REMOVED AND RECONSTRUCTED. SEE TYPICAL DRAIN SECTION DETAIL ON SHEET N FOR DETAILS.
 6. SEE SHEET C-020-31 FOR JOINT DETAILS.
 7. SEE SHEET C-020-1 FOR FURTHER INFORMATION.
 8. SEE SHEETS C-020-1 AND C-020-2 FOR REBAR DETAILS.

ELEVATION DATUM (VERTICAL CONTROL) HAVO 88 (6E0003)
 COORDINATE SYSTEM (HORIZONTAL CONTROL) NAD 83 (1983) FARGO GROUND - US SURVEY FEET

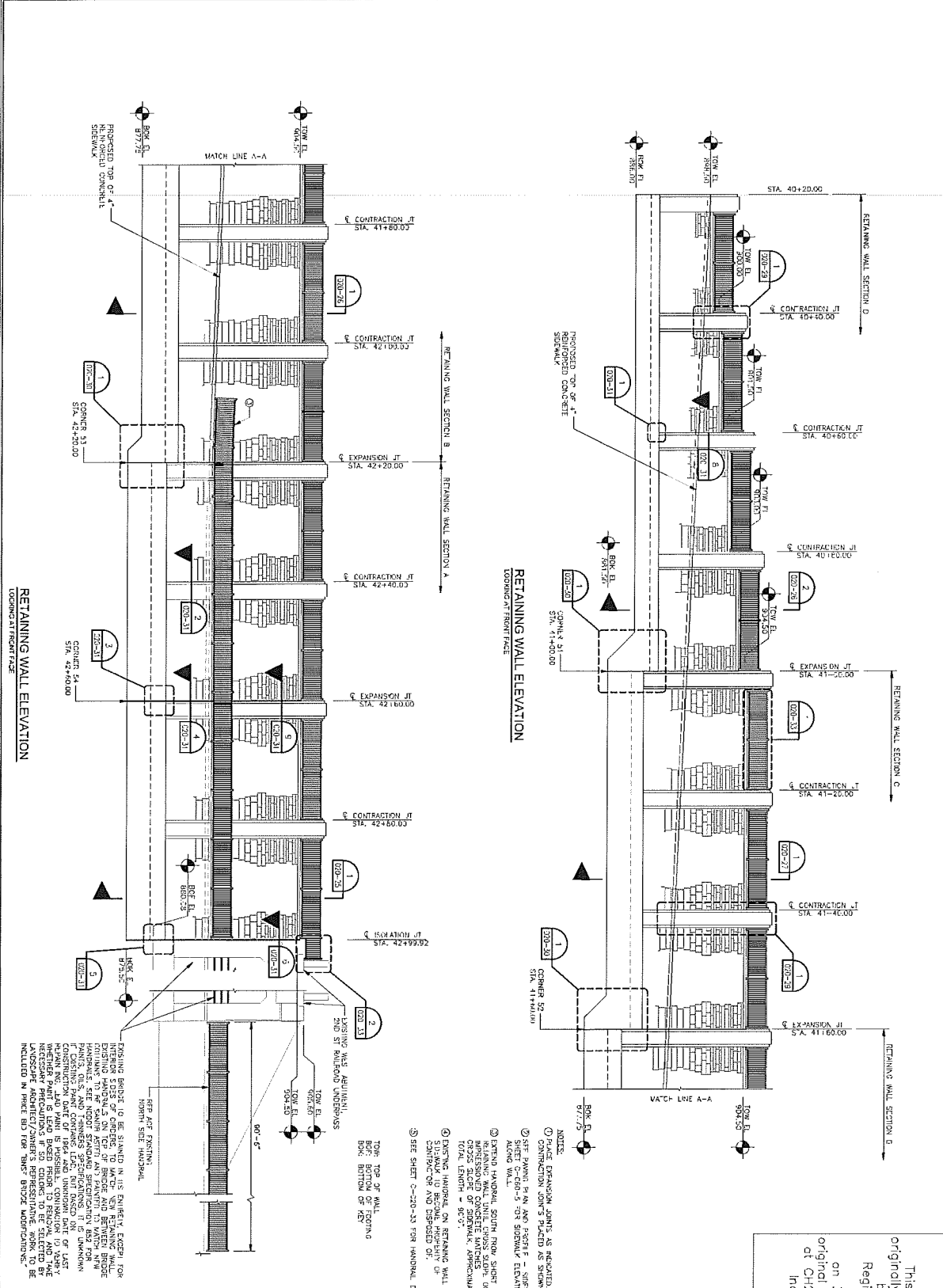
2ND STREET/DOWNTOWN - IN-TOWN LEVEES
 2ND STREET N FLOODWALL
 RED RIVER OF THE NORTH RIVER BASIN
 FARGO-MOORHEAD FLOOD RISK MANAGEMENT
 CASS COUNTY, NORTH DAKOTA
 RETAINING WALL LAYOUT

FILE NAME	DATE	BY	REVISION
PROJECT NO. W-427.1 N			
DRAWN BY: JEN			
CHECKED BY: NI			
ROLL MANAGER: COT			
ROLL ENGINEER:			



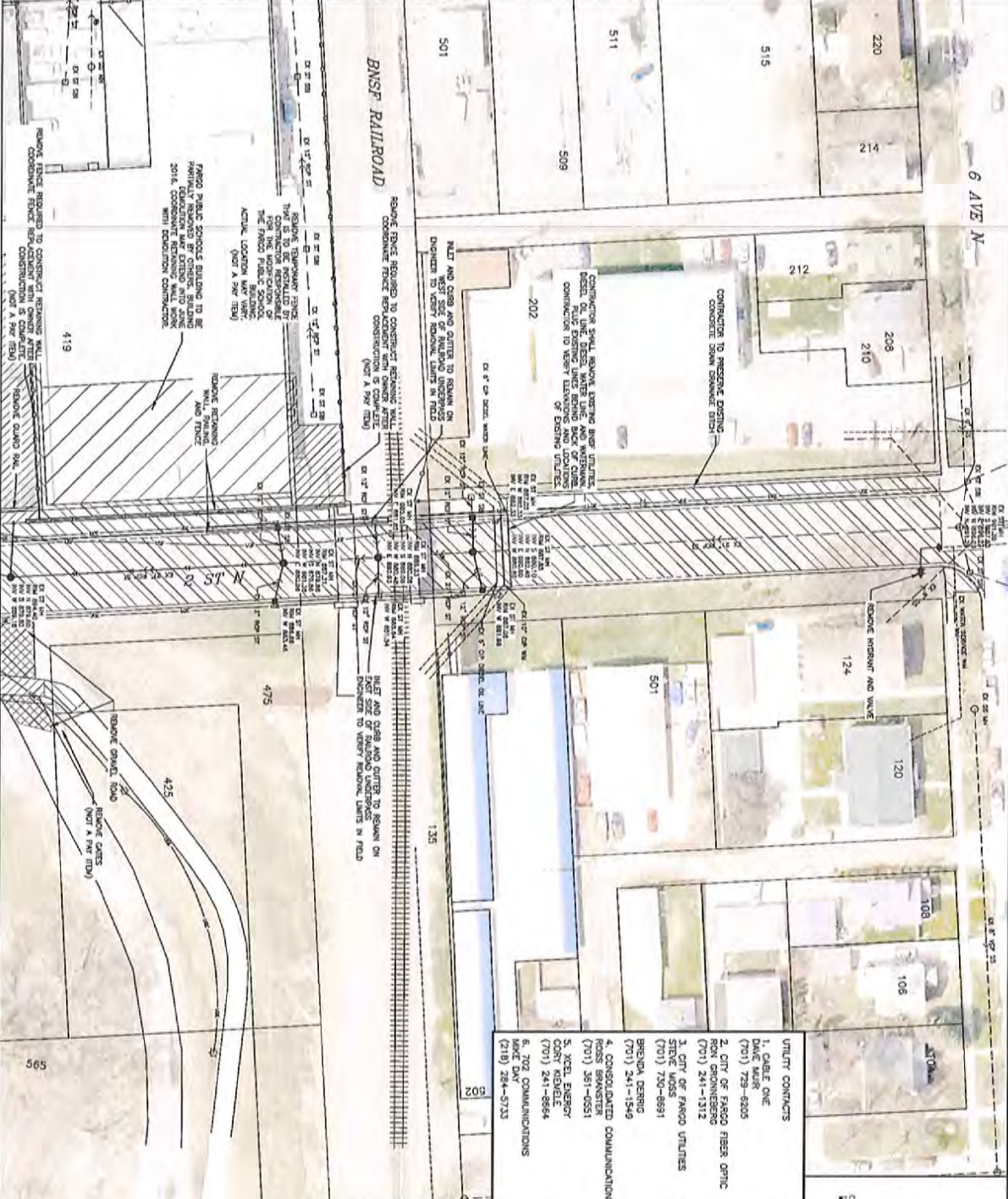
This document was originally issued and sealed by Neal Isack Registration Number PE-9780 on 3/4/16 and the original document is stored at CH2M Hill Engineering Inc., Fargo, N.D.

C-020-21



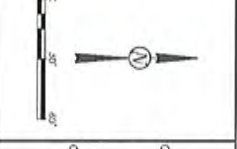
ELEVATION DATUM (VERTICAL CONTROL)		COORDINATE SYSTEM (HORIZONTAL CONTROL)	
NAVD 88 GCEIC03		NAD 83 (1983) FARGO GROUND - US SURVEY FEET	
2ND STREET/DOWNTOWN - IN-TOWN LEVEES 2ND STREET N FLOODWALL RED RIVER OF THE NORTH RIVER BASIN FARGO-MOORHEAD FLOOD RISK MANAGEMENT CASS COUNTY, NORTH DAKOTA RETAINING WALL ELEVATION			
PROJECT NO.	W-42-1-N	DATE	1-4-16
DRAWN BY	JBR	ISSUED	
CHECKED BY	MT	REVISION	
FIELD ENGINEER		RECORD	
PROJECT MANAGER		FILE NAME	
PROJECT ENGINEER			

This document was originally issued and sealed by Neal Isack Registration Number PE-9780 on 3/4/16 and the original document is stored at CH2M Hill Engineering Inc., Fargo, N.D.



- UTILITY CONTRACTS**
- 1. CABLE ONE (701) 729-6003
 - 2. CITY OF FARGO FIBER OPTIC (701) 241-1312
 - 3. CITY OF FARGO UTILITIES (701) 720-8891
 - 4. BUREAU OF PUBLIC UTILITIES (701) 241-1346
 - 5. CONSOLIDATED COMMUNICATIONS (701) 351-0551
 - 6. XCEL ENERGY (701) 241-8864
 - 7. 702 COMMUNICATIONS MAKE DAY (218) 284-5133

- NOTE:**
- 1. EXISTING TREES TO BE REMOVED AS DIRECTED IN THE FIELD BY ENGINEER OR REPRESENTATIVE
 - 2. EXISTING CURBS & GUTTERS SHALL BE REMOVED AND NEW TO BE MARKED DIFFERENTLY BY THE ENGINEER IN THE FIELD.
 - 3. CONTRACTOR TO PROTECT ALL TREES NOT SHOWN FOR REMOVAL
 - 4. STREET LIGHT REMOVALS DIRECTLY ADJACENT TO THE STREETS ARE SHOWN ON C-140 1-2
 - 5. CONTRACTOR TO BACKFILL LOCATED UNDER THE PROPOSED FLOOD WALL WITH A MINIMUM 18" TRENCH TO THE ROAD BASE WITH MODIFIED NO CLASS 3 GRAVEL, BACKFILL PER CITY OF FARGO SPECIFICATIONS (PERMANENT TO PREP REMOVAL COSTS)



This document was originally issued and sealed by Randy G. Engestad Registration Number PE-6576 on 3/4/16 and the original document is stored at CH2M Hill Engineering Inc., Fargo, N.D.

ELEVATION DATUM (VERTICAL CONTROL)		COORDINATE SYSTEM (HORIZONTAL CONTROL)	
NAVD 83		NAD 83 (1983)	
CELESTIAL		FARGO BOUND - US SURVEY FEET	
PROJECT NO.	W-02-178	DATE	3-4-18
DRAWN BY	JANUSIA	DESIGNED	
CHECKED BY	PAZ	REVISION	
SCALE	AS SHOWN	FILE NAME	
DATE	03/03/18		
PROJECT NAME	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		
	REMOVALS		



C-040-2



PIPELINE / WIRE LINE PROCESS INSTRUCTIONS

Licensing Process:

1. Once the application package is received by Jones Lang LaSalle Brokerage, Inc. (JLL), the application and drawing will be forwarded to the engineering firm to prepare the Exhibit "A" drawings for the contract. **This process takes approximately 10 to 15 working days.**
2. When the Exhibit "A" is completed, a contract will be prepared and two (2) copies will be forwarded to you for an original signature. A letter will be sent to you that will provide directions regarding insurance and any additional fees.
3. Return the signed contracts (2 contracts with original signatures), along with the appropriate **payment** to JLL's Permits Department.
4. The final contracts, with original signatures, will be presented for execution provided payment has been received and insurance has been approved.
5. Once the contract is executed, one original will be returned to you for your files.
6. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor (all parties who will be working on the site) to complete the safety training program at Internet Website <http://www.contractororientation.com>. This training must be completed no more than one year in advance of Licensee's entry on the Premises.
7. The cover letter and the executed contract will list the Roadmaster's name and phone number. **You will need to contact the Roadmaster ten (10) days prior to beginning work.**

Process Time:

Please be advised that the average time period for completion of this process is 4 weeks from the time that the application is received. Every effort will be made to complete this process in a timely manner. If you require **RUSH** processing please complete the attached form and send with your check for \$4,125. *We cannot provide RUSH processing for longitudinals.*

Insurance Requirements for the following Agreements:

	Pipeline, Overhead Pipe Truss or Conveyor	Electric Supply, Communication or Telephone Line
Commercial General Liability Insurance	Contractual Liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000.	Contractual Liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000.
Business Automobile Insurance	Combined single limit of at least \$1,000,000 per occurrence.	Combined single limit of at least \$1,000,000 per occurrence.
Workers Compensation and Employers Liability Insurance	Employers' Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.	Employers' Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

Railroad Protective Liability Insurance	Coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate.	Coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate, with the exception of New Mexico in which coverage is \$5,000,000 per occurrence and \$10,000,000 in the aggregate
Pollution Legal Liability Insurance (if necessary)	In an amount of at least \$5,000,000 per occurrence and \$10,000,00 in the aggregate	
Please Note: These limits are subject to change without notice. An Agreement will be provided to you, which contains details concerning insurance requirements.		

Please send the following so we may process your License request:

1. **Completed Application.**
2. **\$775 non-refundable processing fee.** Check should be made payable to BNSF Railway Company.
3. **One set of drawings** (no larger than 11 x 17) for the area to be occupied. (Include: streets, distance from tracks and streets, mileposts if available and any distinguishing land marks.) If required, attach the **pole head diagram**. Please ensure all information is accurate, as each change will add an additional \$775 to the processing fee.
4. If you require this be expedited please complete the RUSH form and include an additional non-refundable \$4,125. *We cannot provide RUSH processing for longitudinals.*

Forward to:
 Jones Lang LaSalle Brokerage, Inc.
 Attn: Permit Services
 4300 Amon Carter Blvd.
 Suite 100
 Ft. Worth, TX 76155



APPLICATION FOR PIPELINE or WIRE LINE - CROSSING AND/OR LONGITUDINAL

Jones Lang LaSalle Brokerage, Inc.
ATTN: Permit Services
 4300 Amon Carter Blvd.
 Suite 100
 Fort Worth, TX 76155

Applicants Tax ID #
 or SS#

We submit for your approval the following specifications for a pipeline or wire line we propose to build across and/or along **BNSF RAILWAY COMPANY'S** right-of-way, as shown on the enclosed location plan and detailed sketch.

Legal name of company/municipality who will own the pipeline/ wire line: City of Fargo
 State in which incorporated: ND (If not incorporated, please attach name of owners or partners.)
 Name of contact for ownership entity: Nathan Boerboom Phone #: 701-241-1545
 EMail Address: NBoerboom@cityoffargo.com Fax: _____
 Mailing Address: 200 3rd St N Fargo, ND 58102

Is this project **ARRA** funded? Yes No
 Is applicant a condemning authority? Yes No
 Is applicant a Railroad Shipper? Yes No
 If yes, BNSF Marketing Rep. name: _____ Phone # _____
 Was this service requested by BNSF? Yes No
 If yes, person requesting service: _____ Phone # _____
 Is this installation in conjunction with a track or track expansion project? Yes No
 If yes, BNSF contact name: _____ Phone # _____
 Is this installation associated with a public road crossing/widening or a grade separation project? Yes No
 If yes, please provide details and plans for said crossing/widening or grade separation project with your application.

Type of Encroachment: Crossing Longitudinal Both
 Name of nearest town on RR Fargo County Cass State ND
 Name of nearest roadway crossing RR? 2nd Street North
 Location of Encroachment: SE 1/4 Section 6 Township 139 Range 48
 Railroad Mile Post 23.15 Latitude 46deg 52' 52"N Longitude 96deg 46'54"W
 Within limits of public road or street? Yes No If yes, distance from center line of road: N/A ft.
 Width of public road or street: 44 ft.

PIPELINE:
 (Note: For wire line see pg. 2)

Contents to be handled through pipeline: Storm Water

	<u>CARRIER</u>	<u>CASING</u>
Length of pipe on RR property (plastic pipe must be encased full width of ROW)	83 ft.	ft.
Inside diameter of pipe	27 in.	in.
Pipe Material	RCP	
Specification & grade (Minimum yield strength casing 35,000 psi)	EXISTING PIPE	
Wall thickness (minimum wall thickness of casing pipe under 14 in. - 0.188 in E-80 Loading)	UNKNOWN	
Actual working pressure		
Type of Joint	Mechanical <input checked="" type="checkbox"/> Welded <input type="checkbox"/>	Mechanical <input type="checkbox"/> Welded <input type="checkbox"/>

CARRIER CASING

Coating	None	
Distance from base of rail to top of pipe (Flammable contents, steam, water or non-flammable – minimum 5 ½ ft. under main track) (uncased gaseous products – minimum 10' under track)	22.55'	
Minimum ground cover on RR property (minimum 3 ft.)		
Cathodic protection casing (flammable substance)		

Type of insulators or support: N/A Size: N/A Space: N/A
 Number of Vents (flammable substances require 2 vents) N/A Size: N/A Height Above Ground: N/A

Method of Crossing: Jacking/Dry Bore Trench Horizontal Directional Drilling (HDD)
 (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)
 (RR to furnish flagman at applicant's expense)
 (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)

Does pipeline support an oil or gas well? Yes No
 If yes, distance from RR property: _____ ft. Name of well: _____

WIRE LINE:

Kind of encroachment: Electric Communication If other, describe: _____
 Type of wires/cables: _____ # of wires or cables: _____ Volts _____ Phase _____ Cycles _____
 Conduits:
 Occupied conduits: _____ Vacant conduits: _____ Total Conduits: _____
 Length of encroachment: _____ Adjacent spans: _____ ft. _____ ft.
 Appurtenances on RR Co. property: _____
 Wire clearance over or under top of rail: _____ ft. over or _____ ft. under
 If under track: kind of conduit _____ size of conduit _____
 Wire clearance over RR Co. wire lines: _____

POLES

Kind: _____ Size: _____
 Height: _____ Class: _____
 Set in: Earth Rock
 Number of poles on RR property: _____
 Distance of poles from track: _____

GUY WIRES

Overhead _____ Down _____
 Kind _____ Size _____

CROSS ARMS

Material: _____
 Size: _____ x _____ x _____

FRONT ELEVATION

INSULATORS

Material: _____

Type: _____ Size: _____

BRACKETS

Material: _____

Type: _____ Size: _____

CONDUCTORS

Material: _____

Type: _____ Size: _____

SIDE ELEVATION

LINE CHARACTERISTICS

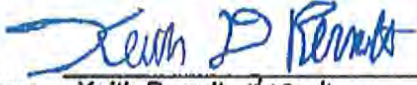
Voltage: _____ Phase: _____ Cycle: _____

I agree that I have read the instructions for the installation of wire lines as detailed in the *Utility Accommodation Policy*.

Attached to this sheet is a location plan and a detailed sketch. Sketch should show tie-down measurement to centerline of nearest road crossing, bridge or other railroad structure.

Please authorize us to proceed with this installation or advise what changes are necessary to meet BNSF's specifications.

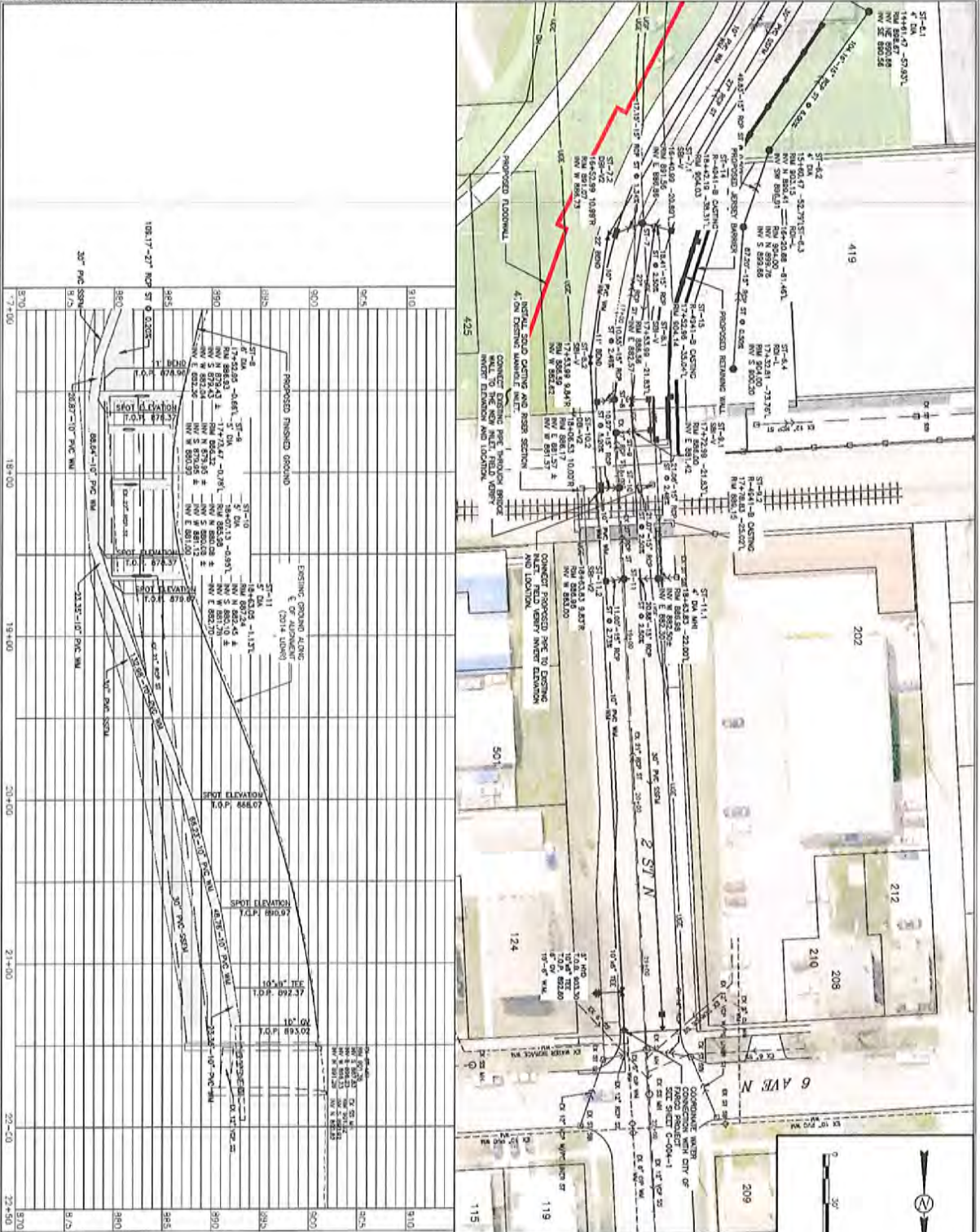
Date: 3/7/16

Signed: 
Print Name: Keith Berndt Berndt
Company: Flood Diversion Board of Authority
Title: Cass County Administrator
Phone #: 701-241-5770 Fax: _____

If you require additional assistance, please contact your Jones Lang LaSalle Brokerage, Inc. representative.

Provide details and plans for said crossing/widening or grade separation project.

- The purpose of the proposed project is to construct permanent flood protection for the City of Fargo along the Red River of the North. The existing location of 2nd St north will be shifted to the west due to geotechnical considerations. 2nd St north crosses under BNSF prosper line at Bridge 23.1.
- The proposed project, as shown in the attached plan-sheets, is proposed to begin construction in July of 2016. The area between the existing roadway and Red River of the North is geotechnically unstable, so in order to construct a floodwall (since a levee is not feasible in this area) and keep the roadway open during a future flood, the existing roadway will need to be moved to allow for the floodwall to be constructed on the more stable ground to the west. This will require some building acquisition and demolition which will begin April of 2016. The retaining wall that is currently along the west side of 2nd Street North, south of the existing BNSF Bridge, will be reconstructed to allow for the roadway to be moved so the floodwall construction can begin.
- 2nd Street North crosses under the BNSF Prosper Line at Bridge 23.1 via an underpass. Currently there is an existing storm sewer line that runs under the roadway. This storm sewer mainline will not be modified, but the catch basin leads will be replaced within the BNSF right of way.
- In a phone conference with Kris Swanson and Lynn Leibfried from BNSF, we were instructed to not place the existing storm sewer pipe inside a casing pipe, which is why the casing pipe fields are blank on the application.



NOTE:

1. EITHER MONOLITHIC MANHOLE STYLE ROOT INSTALLED OR CONCRETE TO PVC PIPE ADAPTORS SHALL BE USED TO TO THE MANHOLE. PVC MANHOLE ADAPTER SHALL BE A GPK PRODUCT OR AS STATED ON THE CITY OF FARGO SPECIFICATIONS.
2. ALL POLE LOCATIONS, LAMPS PROPOSED AND EXISTING STREET SECTIONS SHALL HAVE INSTALLED CBS CITY OF FARGO SPECIFICATIONS.
3. SEE SHEETS C-055 & C-056 FOR SANITARY FORCE MAIN PLAN AND PROFILE.
4. SEE SHEET C-020-21 FOR INLET DRAINAGE BEHIND REMAINING WALL SECTIONS.

This document was originally issued and sealed by Randy G. Engstedt
 Registration Number PE-6676
 on X-XX-XX and the original document is stored at CH2M Hill Engineering Inc., Fargo, N.D.

ELEVATION DATUM (VERTICAL CONTROL) MNS
COORDINATE SYSTEM (HORIZONTAL CONTROL) NAD 83
UNIT METERS
SCALE 1"=40'

PROJECT No. W-087118
DESIGNED BY JAW
CHECKED BY JAW
PROJECT MANAGER COT
PROJECT ENGINEER

DATE 2/18/16

REVISIONS

NO.	DATE	DESCRIPTION

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
UTILITIES PLAN AND PROFILE - 2 ST N

FM Diversion Authority
Fiscal Accountability Report Design Phase (Fund 790)
As of 2/29/2016

	2011	2012	2013	2014	2015	2016	Cumulative Totals
Revenues							
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	3,586,959	66,439,243
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	3,586,959	66,439,243
State Water Commission	-	-	3,782,215	602,918	31,056,740	4,737,323	40,179,196
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	784,479	14,751,652
Lease/Rental Payments	-	-	17,358	154,180	180,341	31,044	382,923
Asset Sales	-	-	-	616,774	315,892	172,190	1,104,856
Miscellaneous	-	-	1,705	626	427	-	2,758
Total Revenues	984,750	17,005,957	19,518,970	44,425,900	94,465,339	12,898,954	189,299,871
Expenditures							
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	1,400,000	6,050,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	55,142	1,022,623
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	204,641	22,720,228
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	537,533	21,215,992
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	4,928,180	84,545,435
7931 LERRDS - Minnesota	-	27,996	289,387	13,068	32,452	192,600	555,502
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	-	587,180
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	19,269,055	4,574,405	25,582,098
7951 Construction - Minnesota	-	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	5,044,001	471,018	16,797,524
7955 Construction Management	-	-	-	556,209	2,867,422	291,323	3,714,954
7990 Project Financing	-	50,000	70,000	216,376	566,600	373,768	1,276,744
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
Total Expenditures	984,750	17,005,957	19,518,970	45,325,044	95,896,147	13,028,610	191,759,479

FM Diversion Authority
 FY 2016 Summary Budget Report (In Thousands)
 As of February 29, 2016

	FY 2016 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	39,375	2,093	3,587			35,788
Cass County	39,375	2,093	3,587			35,788
State of ND - 50% Match	40,100	1,064	2,562			37,538
State of ND - 100% Match	109,900	1,688	2,176			107,724
State of Minnesota	-	-	-			-
Other Agencies	8,750	461	784			7,966
Financing Proceeds	-	-	-			-
Sale of Assets	-	38	172			(172)
Property Income	-	31	31			(31)
Miscellaneous	-	-	-			-
Total Revenue Sources	237,500	7,470	12,899			224,601
Funds Appropriated						
Army Corp Local Share	-	700	1,400		879	(2,279)
Management Oversight	11,340	765	884	8%	4,492	5,964
Technical Activities	7,500	28	205	3%	3,874	3,421
Land Acquisitions	109,900	3,100	5,121	5%	34,893	69,886
Construction	105,000	2,498	5,045	5%	33,543	66,412
Mitigation	2,200	-	-		-	2,200
Other Costs	1,560	295	374	24%	487	699
Total Appropriations	237,500	7,385	13,029	5%	78,168	146,303

**FM Diversion Authority
Summary of Cash Disbursements
February 2016**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-0000-206.10-00	2/17/2016	265770	INDUSTRIAL BUILDERS INC	205,145.94	Pay Retainage	V02801	2ND ST NORTH PUMP STATION
Total - Retainage Paid				\$205,145.94			
790-7905-429.33-42	2/5/2016	JB02160002	ARMY CORP	\$ 700,000.00	ARMY CORP LOCAL SHARE	V01101	ARMY CORP LOCAL SHARE PMT
Total WIK - General & Admin. - Army Corp Local Share				700,000.00			
790-7910-429.33-20	3/4/2016	JB02160019	CITY OF FARGO	\$ 760.00	CHARGE COF TIME - 2/16	V00102	General & Admin. WIK
Total WIK - General & Admin. - Accounting Services				760.00			
790-7910-429.33-25	3/2/2016	266112	OXBOW, CITY OF	7,241.85	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
	3/2/2016	266112	OXBOW, CITY OF	6,600.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
	2/17/2016	265759	ERIK R JOHNSON & ASSOCIATES	8,009.86	FLOOD GENERAL LEGAL	V00102	General & Admin. WIK
	2/17/2016	265759	ERIK R JOHNSON & ASSOCIATES	11,283.55	METRO FLOOD PROJECT	V00102	General & Admin. WIK
Total WIK - General & Admin. - Legal Services				\$33,135.26			
790-7910-429.38-68	2/5/2016	628	P CARD BMO	3,500.00	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
Total WIK - General & Admin. - Lobbyist				\$3,500.00			
790-7915-429.33-05	2/3/2016	265385	OXBOW, CITY OF	1,374.50	MOORE ENGINEERING	V02402	OXBOW MOU-PRELIM ENGINRNG
	2/3/2016	265385	OXBOW, CITY OF	10,639.75	MOORE ENGINEERING	V02402	OXBOW MOU-PRELIM ENGINRNG
	2/3/2016	265385	OXBOW, CITY OF	24.05	MOORE ENGINEERING	V02415	OXBOW MOU-H2O QUALITY INF
	2/3/2016	265385	OXBOW, CITY OF	4,203.45	MOORE ENGINEERING	V02420	OXBOW MOU-MOORE ENG TO #6
	2/10/2016	265718	URS CORPORATION	11,307.29	CULTURAL RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
Total WIK - Project Design - Engineering Services				\$27,549.04			
790-7920-429.33-79	2/3/2016	265385	OXBOW, CITY OF	7,883.40	MOORE ENGINEERING	V02421	OXBOW MOU-MOORE PROJ MGMT
	2/3/2016	265385	OXBOW, CITY OF	5,572.60	MOORE ENGINEERING	V02421	OXBOW MOU-MOORE PROJ MGMT
	2/3/2016	265385	OXBOW, CITY OF	12,896.15	MOORE ENGINEERING	V02421	OXBOW MOU-MOORE PROJ MGMT
	2/3/2016	265300	CH2M HILL ENGINEERS INC	425,000.00	DEC-TASK ORDER #5	V00205	CH2M Hill-8.30.14-2.27.15
Total WIK Construction Mgmt. - Construction Management				\$451,352.15			
790-7930-429.33-05	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	5,941.00	ULTEIG ENGINEERS	V01203	Cass Joint Water OHB
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,734.00	ULTEIG ENGINEERS	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Engineering Services				\$9,675.00			

**FM Diversion Authority
Summary of Cash Disbursements
February 2016**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7930-429.33-06	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,590.38	BRAUN INTERTEC	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Quality Testing				\$2,590.38			
790-7930-429.33-25	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	935.00	OHNSTAD TWICHELL	V01201	Cass Joint Water ROE
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,555.01	OHNSTAD TWICHELL	V01201	Cass Joint Water ROE
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	816.00	OHNSTAD TWICHELL	V01202	Cass Joint Water DPAC
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	10,139.25	OHNSTAD TWICHELL	V01201	Cass Joint Water ROE
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	10,030.90	OHNSTAD TWICHELL	V01203	Cass Joint Water OHB
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,361.00	OHNSTAD TWICHELL	V01202	Cass Joint Water DPAC
	2/17/2016	265759	ERIK R JOHNSON & ASSOCIATES	1,410.15	LEERDS MATTERS	V00103	General & Admin. LERRDS
	2/17/2016	265759	ERIK R JOHNSON & ASSOCIATES	1,234.20	LEERDS MATTERS	V00103	General & Admin. LERRDS
Total LERRDS - North Dakota - Legal Services				\$28,481.51			
790-7930-429.33-79	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	22,800.86	CH2M	V02807	CASS JOINT WATER IN-TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	80,839.40	CH2M	V01203	Cass Joint Water OHB
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	36,440.68	CH2M	V02807	CASS JOINT WATER IN-TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	129,198.79	CH2M	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Construction Management				\$269,279.73			
790-7930-429.33-91	2/22/2016	0006619	CASS COUNTY JOINT WATER RESOURCE DI	(6,749.70)	REFUND PARK EAST PROP MGMT	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Property Management				(6,749.70)			
790-7930-429.34-65	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	9,500.00	SOIL BORINGS	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Right of Entry Requests				\$9,500.00			
790-7930-429.38-61	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	5,129.75	SENTRY SECURITY INC	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	4,934.38	SENTRY SECURITY INC	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,679.00	SENTRY SECURITY INC	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,687.32	SENTRY SECURITY INC	V01203	Cass Joint Water OHB
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,851.39	SENTRY SECURITY INC	V01203	Cass Joint Water OHB
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,314.90	SENTRY SECURITY INC	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Security Services				\$19,596.74			

**FM Diversion Authority
Summary of Cash Disbursements
February 2016**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7930-429.62-51	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	240.37	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	10,936.15	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	83.09	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	130.32	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	141.00	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,029.57	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	223.57	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	30.68	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	376.49	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	363.03	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	217.12	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	193.55	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	Total LERRDS - North Dakota - Electricity				\$13,964.94		
790-7930-429.67-11	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	10,891.60	HASBARGEN/ZIMMERMAN	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	50.00	GRANT & DEBI RETZLAFF	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	749.00	BECCA MURPHY	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	10,375.00	BECCA MURPHY	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	7,200.00	ROBERT GILBERTSON	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	264,769.47	MURPHY CLOSING	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	466,864.64	REPLACE PROP-SCHNEIBEL	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,680.00	MOVING-JUAN MONDRAGON	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,680.00	MOVING-ANNELE MONDRAGON	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,610.00	RENT-BENJAMIN OTTO	V01703	ND LAND PURCH - IN TOWN
	Total LERRDS - North Dakota - Residential Buildings				\$765,869.71		
790-7930-429.67-12	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	45,262.11	SIDESTREET GRILLE	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Commercial Buildings				\$45,262.11			
790-7930-429.71-30	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,072,608.19	TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	9,200.00	JOSEPH & MARIE TALLEY	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	120,077.88	TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	172,653.77	MURPHY CLOSING	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	403,385.43	PURCHASE-SCHEIBEL	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Land Purchases				\$1,777,925.27			

**FM Diversion Authority
Summary of Cash Disbursements
February 2016**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7930-429.80-17	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,678.57	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	31.98	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,627.75	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,153.40	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	651.52	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	140.81	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,289.52	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	94,832.78	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,072.31	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	829.15	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,606.21	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,737.30	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,547.60	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	456.53	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	4,390.23	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	64.77	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	4,985.21	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	45.27	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,520.49	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,397.36	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,234.53	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,818.16	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	6,643.74	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,554.24	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,495.78	CASS COUNTY TREASURER	V01702	ND LAND PURCHASE-HARDSHIP
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,376.26	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,503.65	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	4,002.89	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,677.40	CASS COUNTY TREASURER	V01702	ND LAND PURCHASE-HARDSHIP
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	4,596.25	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	493.34	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,591.12	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	13.53	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3.70	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN	
2/22/2016	0006613	CASS COUNTY JOINT WATER RESOURCE DI	(2,265.76)	REFUND 2014 RUST PROP TAX	V01701	ND LAND PURCH-OUT OF TOWN	
Total LERRDS - North Dakota - Property Tax - FMDA				\$164,797.59			

**FM Diversion Authority
Summary of Cash Disbursements
February 2016**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7950-429.73-20	3/2/2016	266093	LANDWEHR CONSTRUCTION INC	285,695.00	PARK EAST APT DEMOLITION	V02813	PARK EAST DEMOLITION
Total ND Construction - Site Improvements				\$285,695.00			
790-7950-429.73-52	2/17/2016	265770	INDUSTRIAL BUILDERS INC	949,927.00	2 ST N PUMP STATION	V02801	2ND ST NORTH PUMP STATION
	2/24/2016	265928	INDUSTRIAL BUILDERS INC	93,492.61	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
	2/17/2016	265771	INDUSTRIAL CONTRACT SERVICES INC	734,325.00	PUMP STATION & FLOOD WALL	V02805	PUMP STATION & FLOODWALL
Total ND Construction - Flood Control				\$1,777,744.61			
790-7950-429.73-70	3/2/2016	266148	XCEL ENERGY	53,641.97	51-0011013388-8 XCEL	V02811	XCEL WP42 UTILITY RELOCTE
	3/2/2016	266148	XCEL ENERGY	55,000.00	51-0011013388-8 XCEL	V02811	XCEL WP42 UTILITY RELOCTE
	3/2/2016	266148	XCEL ENERGY	65,613.11	51-0011013388-8 XCEL	V02811	XCEL WP42 UTILITY RELOCTE
	2/10/2016	265522	CONSOLIDATED COMMUNICATIONS	28,753.30	LEVEE UTILITY RELOCATION	V02803	EVENTIS WP42 UTILITY RLCT
	2/10/2016	265522	CONSOLIDATED COMMUNICATIONS	16,408.29	PULL FIBER, LABOR	V02803	EVENTIS WP42 UTILITY RLCT
	2/24/2016	265879	CONSOLIDATED COMMUNICATIONS	63,002.43	INTOWN LEVEE RELOCATION	V02803	EVENTIS WP42 UTILITY RLCT
	3/2/2016	266072	CONSOLIDATED COMMUNICATIONS	30,848.02	LABOR/MATERIALS (S ROUTE)	V02803	EVENTIS WP42 UTILITY RLCT
Total ND Construction - Utilities				\$313,267.12			
790-7952-429.73-70	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	121,781.45	MIDCONTINENT COMMUNICATIO	V01203	Cass Joint Water OHB
Total O/H/B Construction - Utilities				\$121,781.45			
790-7955-429.33-06	2/10/2016	265710	TERRACON CONSULTING ENGINEERS	3,249.00	MATERIAL TESTING	V02802	WP-42 MATERIALS TESTING
	2/10/2016	265710	TERRACON CONSULTING ENGINEERS	12,526.50	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
Total Construction Management - Quality Testing				\$15,775.50			
790-7955-429.33-79	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	130,000.00	CH2M	V02807	CASS JOINT WATER IN-TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	130,000.00	CH2M	V02807	CASS JOINT WATER IN-TOWN
Total Construction Management - Construction Management				\$260,000.00			
790-7990-429.33-25	2/17/2016	265743	ASHURST LLP	95,456.15	LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
Total Project Financing - Legal Services				\$95,456.15			
790-7990-429.34-55	2/24/2016	265952	JP MORGAN CHASE-LOCKBOX PROCESSING	151,106.38	11/15-1/16 FINANCIAL ADVI	V03301	PPP FINANCL ADVISORY SVCS
Total Project Financing - Financial Advisor				\$151,106.38			

**FM Diversion Authority
Summary of Cash Disbursements
February 2016**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7990-429.33-25	2/5/2016	628	P CARD BMO	13,599.00	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
Total Project Financing - Legal Services				\$13,599.00			
790-7990-520.80-20	2/2/2016	JB02160001	US BANK	34,505.21	US BANK INTEREST PAYMENT	V02902	\$50M FARGO USBANK ADVANCE
Total Project Financing - Interest				34,505.21			
Total Disbursed for Period				\$7,590,566.09			

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of February 29, 2016**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 121,523,068.31	\$ 82,688,308.09	\$ 38,834,760.22	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
HOUSTON-MOORE GROUP LLC	31,195,809.10	23,285,513.08	7,910,296.02	Engineering Services
INDUSTRIAL BUILDERS INC	25,792,957.86	9,723,098.98	16,069,858.88	2nd St North Pump Station Project and 2nd Street Floodwall, South of Pump Station
CH2M HILL ENGINEERS INC	18,665,819.01	17,815,819.01	850,000.00	Project Management
INDUSTRIAL CONTRACT SERVICES I	17,523,063.63	13,600,948.49	3,922,115.14	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	15,569,014.06	14,291,168.79	1,277,845.27	City of Oxbow - MOU
ARMY CORP OF ENGINEERS	6,929,000.00	6,050,000.00	879,000.00	Local Share
COMMERCIAL TITLE LLC	3,869,541.00	3,869,541.00	-	Oxbow MOU - Advance for Land Purchase
TITLE COMPANY	3,641,500.00	3,641,500.00	-	Oxbow MOU - Advance for Land Purchase
DORSEY & WHITNEY LLP	2,723,789.78	2,723,789.78	-	Legal Services
CENTURYLINK COMMUNICATIONS	2,586,742.00	-	2,586,742.00	Utility Relocation
MINNESOTA DNR	2,325,472.35	2,188,007.43	137,464.92	EIS Scoping
URS CORPORATION	1,775,118.42	1,572,958.18	202,160.24	Engineering Services
LANDWEHR CONSTRUCTION INC	1,758,758.00	611,000.00	1,147,758.00	In-Town Demolition Contracts
KENNELLY & OKEEFFE	1,729,310.56	1,729,310.56	-	Home Buyouts
CONSOLIDATED COMMUNICATIONS	1,706,312.00	740,145.58	966,166.42	Utility Relocation
REINER CONTRACTING INC	1,515,798.64	-	1,515,798.64	El Zagal Flood Risk Management
XCEL ENERGY	874,255.08	174,255.08	700,000.00	Utility Relocation
MOORE ENGINEERING INC	662,468.17	662,468.17	-	Engineering Services
US BANK	592,343.82	592,343.82	-	Loan Advance Debt Service Payments
DUCKS UNLIMITED	587,180.00	587,180.00	-	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	576,669.57	576,669.57	-	Engineering Services
TERRACON CONSULTING ENGINEERS	525,000.00	263,738.61	261,261.39	Materials Testing
RED RIVER BASIN COMMISSION	500,000.00	500,000.00	-	Engineering Services
NORTHERN TITLE CO	484,016.00	484,016.00	-	Land Purchases
AT & T	441,330.44	278,964.28	162,366.16	Utility Relocation
ERIK R JOHNSON & ASSOCIATES	439,783.12	439,783.12	-	Legal Services
JP MORGAN CHASE-LOCKBOX PROCES	350,000.00	241,521.09	108,478.91	Financial Advisor
CITY OF FARGO	333,458.71	333,458.71	-	Digital Imagery Project, Utility Relocation & Accounting Svcs
702 COMMUNICATIONS	275,862.91	266,892.07	8,970.84	Utility Relocation
CASS COUNTY TREASURER	249,171.51	249,171.51	-	Property Tax
ASHURST LLP	224,000.00	95,456.15	128,543.85	PPP Legal Counsel
ROBERT TRENT JONES	200,000.00	200,000.00	-	Oxbow MOU - Golf Course Consulting Agreement
CABLE ONE (FARGO)	148,511.37	-	148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	146,460.00	146,460.00	-	Financial Advisor
NDSU BUSINESS OFFICE-BOX 6050	135,167.00	135,167.00	-	Ag Risk Study Services
ENVENTIS	115,685.62	115,685.62	-	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	111,000.00	-	111,000.00	Engineering Services
UNITED STATES GEOLOGICAL SURVE	104,600.00	104,600.00	-	Water Level Discharge Collection
PROSOURCE TECHNOLOGIES, INC	100,000.00	8,324.94	91,675.06	Engineering Services

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of February 29, 2016**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
ULTEIG ENGINEERS INC	100,000.00	-	100,000.00	Engineering Services
BRAUN INTERTEC CORP	90,210.00	77,629.00	12,581.00	Quality Testing
OHNSTAD TWICHELL PC	85,843.11	85,843.11	-	ROE and Bonding Legal Fees
EL ZAGAL TEMPLE HOLDING CO	68,040.72	68,040.72	-	Easement Purchase for El Zagal Levee
GRAY PANNELL & WOODWARD LLP	66,300.68	66,300.68	-	Legal Services
FREDRIKSON & BYRON, PA	63,000.00	45,500.00	17,500.00	Lobbying Services
NIXON PEABODY LLC	60,000.00	60,000.00	-	Legal Services
IN SITU ENGINEERING	54,800.00	47,973.00	6,827.00	Quality Testing
ADVANCED ENGINEERING INC	50,000.00	50,000.00	-	Public Outreach
US GEOLOGICAL SURVEY	46,920.00	46,920.00	-	Stage Gage Installation
GEOKON INC	33,815.36	33,815.36	-	Vibrating Wire Piezometer Equipment
CLAY COUNTY AUDITOR	33,796.71	33,796.71	-	Property Tax, Home Buyout Demo
COLDWELL BANKER	33,066.02	33,066.02	-	Property Management Services
WARNER & CO	24,875.00	19,900.00	4,975.00	General Liability Insurance
XCEL ENERGY-FARGO	16,275.85	16,275.85	-	Utility Relocation
PRIMORIS AEVENIA INC	16,230.00	16,230.00	-	Utility Relocation
INNOVATIVE ABSTRACT & TITLE CO	15,921.53	15,921.53	-	Oxbow MOU - Advance for Land Purchase
MOORHEAD, CITY OF	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services
ND WATER USERS ASSOCIATN	10,000.00	5,000.00	5,000.00	Membership Dues
ONE	3,575.00	3,575.00	-	Utility Relocation
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-	Appraisal Services
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
DAWSON INSURANCE AGENCY	1,867.81	1,867.81	-	Property Insurance - Home Buyouts
FORUM COMMUNICATIONS (ADVERT)	1,743.77	1,743.77	-	Advertising Services
NORTH DAKOTA TELEPHONE CO	1,697.00	1,697.00	-	Communication
SEIGEL COMMUNICATIONS SERVICE	1,490.00	1,490.00	-	Public Outreach
RED RIVER TITLE SERVICES INC	1,305.00	1,305.00	-	Abstract Updates
HUBER, STEVE	1,056.43	1,056.43	-	Home Buyouts
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
BNSF RAILWAY CO	600.00	600.00	-	Permit for 4th St N Project
RED RIVER VALLEY COOPERATIVE A	536.96	536.96	-	Electricity - Home Buyouts
FERRELLGAS	496.00	496.00	-	Propane - Home Buyouts
BROKERAGE PRINTING	473.33	473.33	-	Custom Printed Forms
KOCHMANN, CARTER	315.00	315.00	-	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-	Job Description Review
DONS PLUMBING	240.00	240.00	-	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	138.10	138.10	-	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	71.89	71.89	-	Postage
CASS COUNTY RECORDER	68.00	68.00	-	Oxbow MOU - Advance for Land Purchase
Grand Total	\$ 269,927,135.57	\$ 191,759,479.24	\$ 78,167,656.33	

**FM Diversion Authority
In-Town Levee Work
as of February 29, 2016**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	2nd Street North Pump Station - Work Package 42.A2	\$ 8,674,859.68	\$ 7,338,816.15
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	525,000.00	263,738.61
V02803	Consolidated Communications	2nd Street Utility Relocation	1,821,997.62	855,831.20
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	17,523,663.63	13,601,548.49
V02806	HMG	Services During Construction - Work Package 42	3,848,000.00	1,193,509.42
V02807	CCJWRD	In-Town Levee Work	2,508,691.64	2,508,691.64
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	16,458,188.18	2,384,282.83
V02813	Landwehr Construction	Park East Apartments Demolition	1,089,888.00	611,000.00
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	-
V02817	Reiner Contracting, Inc	WP-42H.2 El Zagal Area Flood Risk Management	1,515,798.64	-
V02818	Industrial Builders	WP-42I.1 Mickelson Levee Extension	659,910.00	-
V01703	Various	In-Town Property Purchases	31,743,160.00	20,357,850.55
			<u>\$ 91,597,603.25</u>	<u>\$ 49,905,888.22</u>

**FM Diversion Authority
Lands Expense - Life To Date
As of February 29, 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
Home Buycouts - Fargo											
1322 Elm St N, Fargo ND	11/19/2014	347,270.27	-	-	-	2,981.20	47,168.14	2,538.69	-	-	399,958.30
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	192.02	-	-	238,389.45
1330 Elm St N, Fargo ND	2/12/2015	229,982.44	-	-	-	651.52	62,362.63	385.26	-	-	293,381.85
18 North Terrace N, Fargo ND	4/2/2015	129,698.25	-	-	-	829.15	44,688.72	237.27	-	-	175,453.39
Park East Apartments - 1 2nd St S Fargo, ND	6/23/2015	9,002,442.20	-	-	-	94,832.78	1,352,180.53	83,887.51	(2,166.32)	-	10,531,176.70
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	35,312.30	109.76	-	(10,000.00)	231,427.49
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
301 3rd Ave N, Fargo ND	11/2/2015	3,266,079.60	-	-	-	-	3,200,206.04	23,548.38	-	(1,100.00)	6,488,734.02
1314 Elm Street N, Fargo ND	12/18/2015	225,800.09	-	-	-	-	2,512.50	-	-	-	228,312.59
24 North Terrace N, Fargo ND	11/25/2015	182,437.38	-	-	-	1,606.21	29,269.60	-	-	-	213,313.19
1313 Elm Street N, Fargo ND	-	-	-	-	-	-	3,360.00	-	-	-	3,360.00
Home Buycouts - Moorhead											
387 170th Ave SW, Moorhead MN	11/1/2013	281,809.91	-	-	-	1,970.00	-	34,073.72	-	(8,440.00)	309,413.63
16678 3rd St S, Moorhead MN	-	-	-	-	192,600.00	-	-	-	-	-	192,600.00
Home Buycouts - Oxbow											
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	19,786.48	(37,617.16)	-	342,709.12
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	13,516.33	(18,000.00)	-	522,325.97
345 Schnell Dr, Oxbow ND	10/24/2014	478,702.98	-	-	-	6,453.35	6,869.44	2,019.98	-	-	494,045.75
336 Schnell Dr, Oxbow ND	1/29/2015	310,888.51	-	-	-	2,376.26	-	172.32	-	-	313,437.09
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	-	-	5,095.25	10,549.70	3,969.41	-	-	2,717,841.33
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	514.99	-	-	980,200.33
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	-	-	2,234.53	309,992.53	560.67	-	-	619,512.93
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	-	-	2,818.16	312,212.95	866.13	-	-	810,240.11
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	-	-	6,643.74	176,524.79	622.04	-	-	650,511.37
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	-	-	3,554.24	267,757.65	657.32	-	-	762,060.53
SE 1/4-23-137-49 & NW 1/4 SW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	-	-	1,710.55	-	36.67	-	-	1,329,898.22
326 Schnell Drive, Oxbow, ND	-	-	-	-	130,000.00	-	62,505.89	-	-	-	192,505.89
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	-	-	-	-	466,864.64	-	-	-	1,065,750.07
334 Schnell Dr / 751 River Bend Rd	1/15/2016	318,879.77	-	-	-	-	278,103.47	-	-	-	596,983.24
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	-	-	-	273,967.35	-	-	-	764,991.36
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
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

**FM Diversion Authority
Lands Expense - Life To Date
As of February 29, 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
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
852 Riverbend Rd	1/11/2016	1,222,608.19	-	-	-	-	10,891.60	-	-	-	1,233,499.79
365 Schnell Dr	1/7/2016	125,077.88	-	-	-	-	-	-	-	-	125,077.88
Home Buyouts - Hickson											
17495 52nd St SE, Hickson, ND	4/28/2015	785,747.66	-	-	-	4,390.23	27,604.74	832.65	-	-	818,575.28
Easements - Fargo											
Part of Lot 5 El Zagal Park, Fargo ND	10/9/2014	68,040.72	-	-	-	-	-	-	-	-	68,040.72
Easements - Oxbow											
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	-	-	-	-	-	55,500.00
Farmland Purchases											
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	-	-	-	-	-	-	(56,114.10)	-	1,580,115.90
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	-	-	-	-	-	-	(121,611.02)	-	3,337,369.68
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	-	-	-	(32,244.98)	-	958,883.21
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	-	-	-	(29,681.57)	-	913,878.48
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	-	-	-	-	-	-	(11,053.17)	-	944,847.83
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 - Gordier	5/13/2014	321,386.00	-	-	-	-	-	-	(5,602.20)	-	315,783.80
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
Land Purchases											
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	-	223,505.56	-	-	-	(727,148.14)	(19,626.58)
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
Total		42,407,753.40	2,244,000.00	1,398,532.00	3,992,132.00	420,273.87	7,965,723.85	252,438.19	(405,601.84)	(1,114,856.01)	53,517,863.46

FM Diversion Authority
 State Water Commission Funds Reimbursement Worksheet
 Fargo Flood Control Project Costs

Time Period for This Request: February 1, 2016 - February 29, 2016

Drawdown Request No: 24	
Requested Amount:	\$ 2,752,283
Total Funds Expended This Period:	\$ 3,816,093
Total Funds Requested at 100% Match	1,688,474
Remaining Funds Requested at 50% Match	2,127,619
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	1,063,809
Total Funds Requested:	\$ 2,752,283

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	69,000,000	
Appropriations to be funded in 2019 Legislative Session	69,000,000	
Appropriations to be funded in 2021 Legislative Session	68,000,000	
Total State Funds	206,000,000	244,000,000
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)
Total Funds Reimbursed		(95,825,445)
Total State Fund Balances Remaining	\$	148,174,555

FM Diversion Authority
 State Water Commission Funds Reimbursement Worksheet
 Fargo Flood Control Project Costs

LOCAL MATCHING FUNDS SUMMARY:		
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		9,491,058
Total Matching Funds Expended To Date		57,411,627
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)
Balance of Local Matching Funds Available	\$	6,277,910