Diversion Board of Authority
AGENDA
3:30 P.M. - Thursday, October 22, 2020
Virtual Meeting Only

Permanent, Reliable Flood Protection

1. Call to order
2. Approve minutes from previous meeting
3. Approve order of Agenda

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Financial Report [Attachment 01.00] (Pg. 7)
2. Voucher Approval [Attachment 02.00] (Pg. 14)

REGULAR AGENDA:

4. USACE Project Update
5. Executive Director Report [Attachment 03.00] (Pg. 38)
6. General Counsel Update
   a. Dakota Carrier Network MOU [Attachment 04.00] (Pg. 42)
   b. WIFIA Update
7. Public Outreach
   a. FM Diversion Project Informational Points [Attachment 05.00] (Pg. 85)
8. Land Management
   a. Property Acquisition Status Report [Attachment 06.00] (Pg. 93)
9. Finance
   a. State Water Commission Agreements for Cost-Share Reimbursement [Attachment 07.00] (Pg. 105)
   b. Board Approval Contract Actions
      i. HMG TO 17, Amendment 10 – WP 42 Services During Construction [Attachment 08.00] (Pg. 122)
10. Other Business
11. Executive Session

    Closed executive session pursuant to N.D.C.C. § 44-04-19.1 (9) and 44-04-19.2, to receive an update from and provide input to the Authority's General Counsel regarding the Matter of the Dam Safety and Public Waters Permit No. 2018-0819 for the Fargo-Moorhead Risk Management Project, Clay and Wilkin Counties, Minnesota and Cass and Richland Counties, North Dakota, OAH Docket No. 65-2002-36151 and its impact on the Federal Litigation and the matter of Metro Flood Diversion Authority v. Buffalo Red River Watershed District, Becker County District court file No. 03-CV-19-1418.

12. Next Meeting: November 19, 2020

13. Adjournment

Meeting Documents are available at www.FMDiversion.gov

Media and Public Participation Information

There are multiple ways to attend or watch this public meeting.

- View the Meeting on Fargo TV or at www.TVFargo.com
- View the Meeting on the City of Fargo's Facebook or Twitter feed.
- View the Meeting at FMDiversion.com/Meeting
- View the Meeting at Twitter.com/FMDiversion
- Listen to the meeting by calling the conference call number
    - Call in number: 701-566-0964
    - Conference Code: 645 055 777#

METRO FLOOD DIVERSION AUTHORITY
October 1, 2020
3:30 PM

1. CALL TO ORDER

An in-person and virtual meeting of the Metro Flood Diversion Authority was held on October 1, 2020, at 3:30 pm with the following members present in-person and videoconference: Dr. Tim Mahoney, Fargo City Mayor; Johnathan Judd, Moorhead City Mayor; Bernie Dardis, West Fargo City Mayor; Shelly Carlson, Moorhead City Council Member; Mary Scherling, Cass County Commissioner; Chad Peterson, Cass County Commissioner; Rick Steen, Cass County Commissioner; Chuck Hendrickson, Moorhead City Council Member; Dave Piepkorn, Fargo City Commissioner; Grant Weyland, Clay County Commissioner; John Strand Fargo City Commissioner and Rodger Olson, Cass County Joint Water Resource District Manager.

Member absent: Kevin Campbell, Clay County Commissioner.

Others present: Joel Paulsen and Kris Bakkegard, FMDA; John Shockley, Ohnstad Twichell; Sadie Moen, Rocky Schneider and Eric Dodds, AE2S; Martin Nicholson, PGM Advisor; Peggy Harter and Paul Barthel, Jacobs.

Dr. Mahoney opened the meeting with a roll call and introducing Major General Diana M. Holland. Colonel Jansen was assisting with hurricane clean-up efforts and was unable to attend.

Major General Holland commented on the impressiveness of the Project as well as the strong relationship with the Corps and the City and County leaders resulting in a collaborative team.

Major General Holland also extended her thanks to the St. Paul District for their hard work and dedication to the Project over the years.

Mrs. Scherling, Mr. Peterson, Mr. Strand and Mr. Paulsen also commented on their experiences working with the Corps on the Project and their strong focus on the mission.

2. APPROVAL OF MINUTES

MOTION passed
Mr. Peterson moved and Mr. Strand seconded to approve the minutes from August 2020. Motion carried.

3. APPROVAL OF ORDER OF AGENDA

MOTION passed
Mr. Piepkorn moved and Mr. Peterson seconded to approve the order of the agenda. On a roll call vote, the motion carried.

4. CONSENT AGENDA APPROVAL

MOTION passed

Mr. Weyland moved and Mr. Hendrickson seconded to approve the consent agenda as presented. On a roll call vote, the motion carried.

5. EXECUTIVE DIRECTOR UPDATE

Executive Director Paulsen announced staffing changes as follows:

- The Water Topic Overview Committee met in Fargo last week. A tour was taken to the Diversion Inlet and Wild Rice structures. Mr. Boerboom and Mr. Paulsen emceed the tour. It was received very well and there were a lot of positive comments.
- We are still engaged in the P3 discussions. It is anticipated that there will be three more one-on-ones in the coming months.
- Fish passages are being reviewed and will need to be approved by state and federal agencies.

6. GENERAL COUNSEL UPDATE – WIFIA

WIFIA is currently working on the final draft term sheet to determine the binding interest rate. We should have a closing date scheduled by the next board of authority meeting.

7. PUBLIC OUTREACH

- A board tour of the Diversion Inlet, Red River and Wild Rice River sites is tentatively being planned during the next concrete pour at the Diversion Inlet site.
- Updated videos have been released and can be found on the diversion website.
- The Facebook page has been launched and has already received 300 likes. Visit the page FM Area Diversion Project and like us too!
- Episode 1 of the Diversion Download podcast has been launched in hopes of reaching audiences that we have not reached in the past.

8. LAND MANAGEMENT

Mrs. Scherling gave an update on land management projects currently underway:

Property Acquisition Status Report

- Acquisitions – 11 additional parcels have been acquired since the August meeting from property owners under LRED.
- Bio-Geo – 371 out of 375 permits have been secured.
- Scoping the Phase II crop insurance development report.
- CLOMR will be mailed soon to over 700 property owners.

9. FINANCE

Mayor Dardis gave an update on the Finance Committee meeting and indicated that the 2021 budget was presented.

Mayor Dardis reviewed and recommended the following contracting actions for final approval:

- Beaver Creek Archeology MSA, Amendment 1 - $0
- WP-50C (Property Structure Mitigation) - $313,265.00
- WP-43G (OHB Wetland Mitigation) - $2,326,992.44
- CCEC Utility Relocation Agreement - $44,500.00
- Houston Moore Group TO 30, Amendment 5 - $220,500.00
- BNSF Preliminary Engineering Agreement - $60,000.00

MOTION passed
Mayor Dardis moved to approve the contracting actions per above and Mr. Peterson seconded the motion. On a roll call vote, the motion carried.

10. OTHER BUSINESS

Mr. Paulsen reviewed the new Non-Disclosure Certificates (NDC) policy and indicated that it needs to be signed, executed and adhered to by all Diversion Authority employees, professional services consultants, contractors, stakeholders and third-party vendors.

11. EXECUTIVE SESSION

MOTION PASSED
At 4:10 pm, Mr. Piepkorn moved to go into Executive Session and Mr. Peterson seconded the motion. Motion carried.

12. ADJOURNMENT

Board members returned to the Chambers at 5:54 pm.

MOTION PASSED
Ms. Carlson moved to adjourn the meeting and Mr. Steen seconded the motion. Motion carried and the meeting adjourned at 5:55 pm.

SECTION BREAK

FM AREA DIVERSION PROJECT

Executive Director Financial Report

OCTOBER 2020

Overall Status – Level 1 Summary

Program Categories Non-Federal Portion	Estimate at Completion (EAC) Millions	Overall Cost to Date As of: 09/25/2020	FY2020 Annual Budget	FY2020 Cost To Date As of: 09/25/2020
P3 Support Services	$85.51	$24.49	$7.74	$5.22
Milestone Payments to the Developer	$763.14	$0.31	$0.00	$0.12
Fargo In-Town Projects	$92.90	$89.87	$0.89	$1.49
Fargo- River Stage 37' Projects	$99.40	$14.54	$24.00	$1.92
Moorhead- River Stage 37' Projects	$43.80	$0.00	$0.00	$0.00
Lands and Impacted Property Mitigation	$416.43	$236.46	$71.23	$26.52
Engineering, Legal, Financial	$200.37	$114.01	$20.69	$11.64
DA Construction Contingency	$160.85	$0.00	$0.00	$0.00
3rd Party MOU Mitigation	$27.32	$0.00	$0.00	$0.00
Net Current Interest / Financing Fees Paid	$27.95	$0.00	$0.00	$0.00
Designated P3 Channel Bridges	$23.82	$0.00	$0.00	$0.00
Designated Options and Easements after 2024	$83.37	$0.00	$0.00	$0.00
Designated 37' River Stage	$20.33	$0.00	$0.00	$0.00
DA Payment to USACE	$67.39	$53.16	$0.00	$0.00
Other/Mitigation Construction	$72.56	$26.07	$2.90	$0.03
Financing Costs				
Short Term Loan Payments	$329.87	$28.20	$11.10	$1.29
Non-Federal Totals	**$2,515.00**	**$587.12**	**$138.56**	**$48.23**
Less Outstanding Accounts Payable		**($3.45)**		
Actual Expenditure To Date		**$583.66**		

Overall Status – Level 2 Detail

Schedule Budget Categories Non-Federal Portion	Overall Cost to Date (Millions) 09/25/2020	FY2020 Annual Budget	FY2020 Cost To Date 09/25/2020
Diversion Channel & Assoc. Infrastructure	**$24.80**	**$7,744,309**	**$5,336,109**
Management, Legal, Financial, Procurement	$24.49	$7,744,309	$5,217,877
Channel - Construction	$0.31	$0	$118,232
Southern Embankment & Assoc. Infrastructure	**$56**	**$1,372,980**	**$1,196,222**
WP-26 Diversion Inlet	$0.07	$0	$0
WP-27 Red River - West Embankment	$0.00	$0	$0
WP-29 Red River - East Embankment	$0.00	$0	$0
WP-30 Wild Rice River Control Structure	$0.00	$0	$0
WP-31 I-29 Grade Raise	$2.37	$1,223,988	$1,073,368
WP-33 CR81 Bridge	$0.00	$0	$0
WP-35 Red River Control Structure	$0.00	$0	$0
WP-47 Contracted Utility Relocations	$0.00	$0	$0
WP-50 Phase II Demo	$0.51	$148,992	$122,854
WP51 - Recreation SEAI (Metro-COG)	$0.00	$0	$0
USACE Local Share \ Management Oversight	$53.16	$0	$0

Overall Status – Level 2 Detail

Schedule Budget Categories Non-Federal Portion	Overall Cost to Date (Millions) 09/25/2020	FY2020 Annual Budget	FY2020 Cost To Date 09/25/2020
Other Mitigation Projects	**$24.70**	**$2,872,000**	**$30,547**
WP-36 Wild Rice Dam Mitigation	$0.00	$0	$0
WP-40 Drayton Dam Mitigation	$0.00	$0	$0
WP-41 Buffalo River Mitigation	$0.00	$0	$0
WP-43 Oxbow-Hickson-Bakke	$24.70	$2,872,000	$30,547
WP-49 Cultural Remediation	$0.00	$0	$0
In-Town Flood Protection	**$104**	**$24,894,000**	**$3,409,244**
WP-42 In-Town Levees	$89.87	$894,000	$1,490,075
Fargo- River Stage 37' Projects	$14.54	$24,000,000	$1,919,169
Moorhead- River Stage 37' Projects	$0.00	$0	$0
Enabling Work / Other	**$1**	**$26,400**	**$0**
WP-28 - Cass County Road 16 and 17 Bridge	$1.37	$26,400	$0
Land Acquisition & Mitigation	**$236**	**$71,079,359**	**$26,397,664**
Management, Legal, Financial, Procurement	$23.69	$14,632,088	$4,296,240
Diversion Channel & Assoc. Infrastructure	$47.73	$34,243,283	$8,174,537
Southern Embankment & Assoc. Infrastructure	$15.30	$4,156,626	$4,892,701
Mitigation & Assoc. Infrastructure (OHB)	$86.64	$1,320,938	$2,522,037
WP-38 Upstream Staging	$24.55	$16,726,424	$6,511,023
In-Town Flood Protection	$38.02	$0	$1,126

Overall Status – Level 2 Detail

Schedule Budget Categories Non-Federal Portion	Overall Cost to Date (Millions) 09/25/2020	FY2020 Annual Budget	FY2020 Cost To Date 09/25/2020
Engineering & Design Fees	**$42.9**	**$3,135,300**	**$2,224,926**
Management, Legal, Financial, Procurement	$7.43	$1,283,500	$799,864
Work-In-Kind Programs (WIK) Studies	$12.72	$1,227,600	$1,067,970
Indicative Design	$6.86	$132,000	$3,788
Land, Easements, ROW, Relocation & Disposal Areas	$0.42	$12,000	$49,691
Permitting	$4.88	$360,000	$243,667
Certificaiton	$0.00	$0	$0
FMDA Detention Funding	$0.72	$0	$0
Other Mitigation Projects	$9.85	$20,000	$59,946
Enabling Work	$0.00	$100,200	$0
Program Support Services	**$69**	**$16,244,480**	**$8,309,776**
Management, Legal, Financial, Procurement	$68.24	$15,236,480	$8,031,800
Diversion Authority Operations	$0.35	$1,008,000	$277,976
Contingency	**$0**	**$0**	**$0**
System Wide Contingency	$0.00	$0	$0
Diversion Channel & Assoc. Infrastructure	$0.00	$0	$0
Southern Embankment & Assoc. Infrastructure	$0.00	$0	$0
Land Acquisition	$0.00	$0	$0
Other Mitigation Projects	$0.00	$0	$0
In-Town Flood Protection	$0.00	$0	$0
Enabling Work	$0.00	$0	$0
Debt Service	$28.20	$11,100,000	$1,291,205
Maintenance	$0.11	$90,000	$35,326
Report Totals	**$587.12**	**$138,558,828**	**$48,231,019**
Less Outstanding Accounts Payable	**-$3.45**		
Actual Expenditure To Date	**$583.66**		

FM AREA DIVERSION PROJECT

SECTION BREAK

Finance Committee Bills from October 2020

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills	$	2,593,906.53
City of Fargo	Reimburse in-town flood protection projects	$	4,997,588.95
Dorsey & Whitney	Legal services rendered through August 31, 2020	$	281,394.37
Ohnstad Twichell, P.C.	Legal services rendered through September 21, 2020	$	121,007.42
Clay County	Diversion bills - Moorhead Clay County Joint Powers Authority	$	95,809.88
Cass County	Reimburse misc expenses for Executive Director and staff	$	2,322.66
Marsh & McLennan Agency LLC	Diversion Authority general liability insurance premium	$	9,928.00
Total Bills Received through October 14, 2020		$	8,101,957.81

CASS COUNTY GOVERNMENT

Cass County
Joint Water
Resource
District

Dan Jacobson
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Keith Weston
Manager
Fargo, North Dakota

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrd@casscountynd.gov
casscountynd.gov

October 5, 2020

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

Greetings:

RE: Metro Flood Diversion Project
Oxbow-Hickson-Bakke Ring Levee Project

Enclosed please find copies of bills totaling $2,593,906.53 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	$2,590,885.03
Oxbow-Hickson-Bakke Ring Levee	3,021.50

At this time, we respectfully request 100% reimbursement 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

Enclosures

Invoice Paid	Invoice Date	Invoice No.		Project No.	Amount		Vendor	Description
		METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES						10/5/2020
					0.50		Cass County Joint WRD	remailing of returned formal offer letter
9/16/2020	8/31/2020	170280		130007	25,533.70		Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
9/16/2020	8/31/2020	170278		90007	205.00		Ohnstad Twichell, P.C.	Legal-Basin Project 2009
9/16/2020	8/31/2020	170283		160007	1,435.00		Ohnstad Twichell, P.C.	Legal-Diversion Authority Agreement - Drains
9/16/2020	9/3/2020	170453		207007	1,180.00		Ohnstad Twichell, P.C.	Legal-OIN 9174 Quick Take Eminent Domain
9/16/2020	9/3/2020	170456		207007	59.00		Ohnstad Twichell, P.C.	Legal-OIN 722,723 Quick Take Eminent Domain
9/16/2020	9/3/2020	170450		207007	2,554.50		Ohnstad Twichell, P.C.	Legal-OIN 1202 Quick Take Eminent Domain
9/16/2020	9/3/2020	170451		207007	1,463.50		Ohnstad Twichell, P.C.	Legal-OIN 904 Quick Take Eminent Domain
9/16/2020	9/3/2020	170455		207007	383.50		Ohnstad Twichell, P.C.	Legal-OIN 952 Quick Take Eminent Domain
9/16/2020	9/3/2020	170448		207007	3,767.15		Ohnstad Twichell, P.C.	Legal-Holck URA Appeal
9/16/2020	9/3/2020	170452		207007	1,860.50		Ohnstad Twichell, P.C.	Legal-OIN 9400 Quick Take Eminent Domain
9/16/2020	9/3/2020	170454		207007	265.50		Ohnstad Twichell, P.C.	Legal-OIN 1199 Quick Take Eminent Domain
9/16/2020	9/10/2020	170553		207007	1,546.33		Ohnstad Twichell, P.C.	Legal-OIN 9628 Eminent Domain
9/16/2020	9/3/2020	170439		187007	205.00		Ohnstad Twichell, P.C.	Legal-Rights of Entry 2018
9/16/2020	9/3/2020	170441		197007	186.50		Ohnstad Twichell, P.C.	Legal-Rights of Entry 2019 - Corps Request
9/16/2020	9/3/2020	170440		187007	10,411.00		Ohnstad Twichell, P.C.	Legal-Bio/Geo Easements
9/16/2020	8/31/2020	170330		207007	942.80		Ohnstad Twichell, P.C.	Legal-Boi/Geo Easements - Court Actions
9/16/2020	8/31/2020	170284		160007	14,593.00		Ohnstad Twichell, P.C.	Legal-Channel Phase I
9/16/2020	8/31/2020	170285		160007	7,706.50		Ohnstad Twichell, P.C.	Legal-Channel Phase II
9/16/2020	8/31/2020	170286		160007	29,585.50		Ohnstad Twichell, P.C.	Legal-Channel Phase III
9/16/2020	8/331/20	170331		207007	5,784.50		Ohnstad Twichell, P.C.	Legal-I-29 Grade Raise
9/16/2020	8/31/2020	170292		187007	12,880.50		Ohnstad Twichell, P.C.	Legal-Southern Embankment
9/16/2020	8/31/2020	170289		170007	7,929.50		Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area
9/16/2020	8/31/2020	170297		197007	3,669.00		Ohnstad Twichell, P.C.	Legal-Western Tie Back
9/16/2020	8/17/2020	24481		19706	1,350.00		Moore Engineering, Inc.	Engineering - FM Diversion Design Coord-Team member meetings
9/16/2020	8/26/2020	1240094			17,613.94		Marsh & McLennan Agency	Liability insurance for occupied and vacant properties
9/16/2020	8/25/2020	16332			30.19		Cass Rural Water Users District	Service to 4115 124 Ave S
9/16/2020	8/25/2020	16095			34.70		Cass Rural Water Users District	Service to 5150 170 Av S
9/16/2020	8/25/2020	15311			34.70		Cass Rural Water Users District	Service to 17554 Pfiffer Dr
9/21/2020	9/2/2020	9142001			16.84		Red River Valley Co-Op Power	service to 16678 3rd St S-Final
9/11/2020	9/14/2020	Y93E24360			28.15		UPS	Postage for formal offers
9/11/2020	9/14/2020				38,637.20		The Title Company	Runck property purchase
9/16/2020	9/4/2020	1125415			12.08		Cass County Electric Cooperative	Service to 4510 112 Av S-Final
9/21/2020	9/19/2020	Y93E24380			21.89		UPS	Postage for formal offers
9/11/2020	9/11/2020				1,100,000.00		Cass County Clerk of District Court	OIN 220 Eminent Domain
9/11/2020	9/11/2020				72,200.00		Cass County Clerk of District Court	OIN 9286 and 9743 Eminent Domain
9/22/2020	9/21/2020				480,150.00		Cass County Clerk of District Court	OIN 9750 and 9751 Eminent Domain
9/23/2020	9/23/2020				480,000.00		Cass County Clerk of District Court	OIN 9383 Eminent Domain
9/30/2020	9/9/2020	1200292457			23,390.51		HDR Engineering Inc.	Property Acquisition services - TO1
9/30/2020	8/31/2020	13783.00-4			66,219.58		SRF Consulting Group, Inc.	Proj mgmt, ROW services and relocation services
9/30/2020	8/31/2020	44693		3283-00	21,072.30		ProSource Technologies	Task Order #2-Proj mgmt and acquisition services
9/30/2020	8/25/2020	97332		R12.00049	2,691.50		Ulteig Engineers	Engineering - Task 2 - project management, ROW and Rel Asst
9/30/2020	9/11/2020				5,700.00		Prairie Scale Systems Inc.	Office space rent
	9/11/2020				58,000.00		Vern Anderson	1/2 year rent for Prairie Scale Systems
9/30/2020		180162478-1			1,917.84		Cass County Finance	2018 Corrected tax less payment for 17449 50 St SE
9/30/2020		190163229-2			1,854.22		Cass County Finance	2019 corrected tax payment for 17449 50 St SE
9/30/2020		180162835-1			2,616.37		Cass County Finance	2018 Corrected tax payment for 4848 County Rd 81 S
9/30/2020		190163586-1			2,619.05		Cass County Finance	2019 Corrected tax payment for 4848 County Rd 81 S
9/30/2020	9/10/2020	1160310			29.35		Cass County Electric Cooperative	service to 3703 124 Av S
9/30/2020	9/14/2020	1156251			55.23		Cass County Electric Cooperative	Service to 5150 170 Av S
9/25/2020	9/25/2020				54,248.00		The Title Company	Kvalvog property purchase
9/30/2020					1,193.41		Cass County Finance	Kvalvog property taxes
9/30/2020					25,000.00		Vincent L. Ulstad Trust	lease rent
				Total	**2,590,885.03**			
		OXBOW-HICKSON-BAKKE RING LEVEE INVOICES						
Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount		Vendor	Description
9/16/2020	8/31/2020	170281		140007	1,064.50		Ohnstad Twichell, P.C.	Legal-Oxbow-Hickson-Bakke Levee project
9/30/2020	8/31/2020	44692		2830-00	1,957.00		ProSource Technologies LLC	Oxbow Area Work Order - proj mgmt and acquisition
				Total	**3,021.50**			
				Grand Total	**2,593,906.53**			

THE CITY OF Fargo FAR MORE

FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

September 30, 2020

Metro Flood Diversion Board of Authority
PO Box 2806
Fargo, ND 58108-2806

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting for reimbursement invoices paid totaling $5,076,511.29. These costs are for work on complementary in-town flood protection projects for the period March 1, 2020 through August 31, 2020.

During this period, two City of Fargo projects were closed out. Transfers were made to balance out final project costs. The net effect of the project close outs results in the City requesting reimbursement from the Diversion Authority for $4,997,588.95.

Project Narrative, this request:

Project Number	Project Description	Amount
FLDADM	Flood Administration Expense	200.74
FLDBUY	Flood Buyouts - Property Acquisition Expense	38,894.22
FLDLFT	Flood Lift Stations – Maintenance Costs	19,803.43
FM1413	Copperfield Court/Oakcreek – Flood Risk Management	139,964.08
FM16A	North Side - Flood Risk Management	586,913.49
FM15F	Harwood, Hackberry, & River Drive – Flood Risk Management	4,609.36
FM15J	Belmont Flood Risk Management Project	350,622.15
FM15K	Rosewood Addition – Flood Risk Management	159,783.77
FM19A	Riverwood Addition Area – Flood Risk Management	2,811,259.39
FM19B	Royal Oaks Area – Flood Risk Management	761,228.97
FM19C	Woodcrest Drive Area – Flood Risk Management	61,822.82
FM19E	Elm Circle Area – Flood Risk Management	37,938.00
FM19F	Oak Grove Area – Flood Risk Management	17,091.91
FM19H	University Drive Floodwall – Geotechnical Evaluation	51,022.00
HD19A	City Wide – Demo/Restore	1,317.46

MS19J0	Asbestos Testing – City Wide	7,304.50
NR19B	Storm Lift Rehab - #24	16,901.00
999900	Residential Lot Over Excavation Reimbursement	9,834.00
	Total Expense for Period	**$5,076,511.29**

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

Sincerely,

/Kent Costin

Kent Costin
Director of Finance, City of Fargo

City of Fargo, North Dakota

Schedule of Complementary In-Town Flood Protection Costs

March 1, 2020 - August 31, 2020

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name
999900	CAPITAL PRJ CLEARING ACCT	46035305103899	3206 31ST ST S	9,834.00	304120	4/28/2020	05/14/2020	KRUEGER CONSTRUCTION, INC.
			460-3530-510.38-99 - Total	9,834.00				
999900 - Total				9,834.00				
FLDADM	FLOOD ADMINISTRATION	46035305105660	SHELL OIL 57445630106	25.59	784	02/15-02/27/20	03/04/2020	P CARD BMO
FLDADM	FLOOD ADMINISTRATION	46035305105660	3/5 MILEAGE-CARRINGTON,ND	162.15	302991	3/5 REIMB	03/12/2020	MAHONEY, DR TIMOTHY J
			460-3530-510.56-60 - Total	187.74				
FLDADM	FLOOD ADMINISTRATION	46035305106810	OFFICE SIGN COMPANY -	13.00	786	02/28-03/14/20	04/04/2020	P CARD BMO
			460-3530-510.68-10 - Total	13.00				
FLDADM - Total				200.74				
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property Monthly	-1,000.00	MR	MR	03/13/2020	City of Fargo
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property Home Rent	-500.00	MR	MR	04/30/2020	City of Fargo
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property Monthly	-1,000.00	MR	MR	05/19/2020	City of Fargo
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property Monthly	-1,000.00	MR	MR	06/03/2020	City of Fargo
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property-June	-40.00	MR	MR	06/11/2020	City of Fargo
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property-July	-40.00	MR	MR	06/11/2020	City of Fargo
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property Monthly	-1,000.00	MR	MR	07/02/2020	City of Fargo
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property-Aug	-40.00	MR	MR	07/02/2020	City of Fargo
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property Monthly	-1,000.00	MR	MR	08/05/2020	City of Fargo
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property-Sept	-40.00	MR	MR	08/05/2020	City of Fargo
			460-0000-361.85-00 - Total	-5,660.00				
FLDBUY	FLOOD ACQUISITION	46000003921000	CASE PLAZA SALES PROCEEDS	-13,234.00	0017756	0017756	05/26/2020	Cash receipt
			460-0000-392.10-00 - Total	-13,234.00				
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	408.50	784	02/15-02/27/20	03/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	7,913.50	784	02/15-02/27/20	03/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	ABSTRACT-SCHMIDT	220.00	303027	824046	03/12/2020	RED RIVER TITLE SERVICES INC
FLDBUY	FLOOD ACQUISITION	46035305103325	FLOOD RELATED ACQUISITION	3,689.00	302942	2868-	03/12/2020	ERIK R JOHNSON & ASSOCIATES
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	150.50	788	03/15-03/27/20	04/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	684.33	788	03/15-03/27/20	04/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	193.50	788	03/15-03/27/20	04/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	ABSTRACT-THORSETH	270.00	303906	244983	04/30/2020	RED RIVER TITLE SERVICES INC
FLDBUY	FLOOD ACQUISITION	46035305103325	ABSTRACT-MONTPLAISIR TRUS	310.00	303995	403631	05/07/2020	RED RIVER TITLE SERVICES INC
FLDBUY	FLOOD ACQUISITION	46035305103325	FLOOD RELATED ACQUISITION	2,951.20	304204	2877-	05/20/2020	ERIK R JOHNSON & ASSOCIATES
FLDBUY	FLOOD ACQUISITION	46035305103325	ABSTRACT-BARNUM	310.00	304438	246161	06/03/2020	RED RIVER TITLE SERVICES INC
FLDBUY	FLOOD ACQUISITION	46035305103325	ABSTRACT-KENNINGER	290.00	304438	824136	06/03/2020	RED RIVER TITLE SERVICES INC
FLDBUY	FLOOD ACQUISITION	46035305103325	ABSTRACT-SHILLING	235.00	304438	246045	06/03/2020	RED RIVER TITLE SERVICES INC
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	526.75	796	04/28-5/14/20	06/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	1,096.50	796	04/28-5/14/20	06/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	161.25	796	04/28-5/14/20	06/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	FLOOD RELATED ACQUISITION	2,308.60	304518	2893-	06/11/2020	ERIK R JOHNSON & ASSOCIATES
FLDBUY	FLOOD ACQUISITION	46035305103325	GENERAL MATTERS 3/26-4/25	47.60	304518	2891-	06/11/2020	ERIK R JOHNSON & ASSOCIATES
FLDBUY	FLOOD ACQUISITION	46035305103325	FLOOD RELATED ACQUISITION	1,523.20	304518	2903-	06/11/2020	ERIK R JOHNSON & ASSOCIATES
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	5,633.00	802	05/28-06/14/20	07/03/2020	P CARD BMO

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FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	17,019.42	804	06/15-06/27/20	07/03/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	43.00	804	06/15-06/27/20	07/03/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	FLOOD RELATED ACQUISITION	1,451.80	305034	2916-	07/09/2020	ERIK R JOHNSON & ASSOCIATES
FLDBUY	FLOOD ACQUISITION	46035305103325	ABSTRACT-SONDREAL	520.00	305236	404463	07/16/2020	RED RIVER TITLE SERVICES INC
FLDBUY	FLOOD ACQUISITION	46035305103325	ABSTRACT-NELSON	280.00	305236	404506	07/16/2020	RED RIVER TITLE SERVICES INC
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	5,306.26	809	07/15-07/27/20	08/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	FLOOD RELATED ACQUISITION	1,904.00	305568	2926-	08/06/2020	ERIK R JOHNSON & ASSOCIATES
FLDBUY	FLOOD ACQUISITION	46035305103325	ABSTRACT-PEARSON	235.00	306051	248032	08/27/2020	RED RIVER TITLE SERVICES INC
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	86.00	813	08/15-08/27/20	09/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	638.87	813	08/15-08/27/20	09/04/2020	P CARD BMO
			460-3530-510.33-25 - Total	56,406.78				
FLDBUY	FLOOD ACQUISITION	46035305106250	FSI XCEL ENERGY PMTS	102.83	794	04/15-04/27/20	05/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305106250	FSI XCEL ENERGY PMTS	12.82	794	04/15-04/27/20	05/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305106250	FSI XCEL ENERGY PMTS	145.33	799	05/15-05/27/20	06/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305106250	FSI XCEL ENERGY PMTS	45.56	802	05/28-06/14/20	07/03/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305106250	FSI XCEL ENERGY PMTS	31.28	809	07/15-07/27/20	08/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305106250	FSI XCEL ENERGY PMTS	30.60	813	08/15-08/27/20	09/04/2020	P CARD BMO
			460-3530-510.62-50 - Total	368.42				
FLDBUY	FLOOD ACQUISITION	46035305106251	FSI XCEL ENERGY PMTS	183.90	794	04/15-04/27/20	05/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305106251	FSI XCEL ENERGY PMTS	439.94	799	05/15-05/27/20	06/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305106251	FSI XCEL ENERGY PMTS	142.84	802	05/28-06/14/20	07/03/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305106251	FSI XCEL ENERGY PMTS	137.15	809	07/15-07/27/20	08/04/2020	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305106251	FSI XCEL ENERGY PMTS	129.19	813	08/15-08/27/20	09/04/2020	P CARD BMO
			460-3530-510.62-51 - Total	1,033.02				
FLDBUY	FLOOD ACQUISITION	46035305107110	O'KEEFE O'BRIEN LYSON &	-20.00	0014827	0014827	05/01/2020	Cash receipt
			460-3530-510.71-10 - Total	-20.00				
FLDBUY - Total				38,894.22				
FLDLFT	FLOOD LIFT STATIONS	46035305103305	STORM SCADA INTEGRATION	1,013.75	303929	67923	05/07/2020	ADVANCED ENGINEERING INC
FLDLFT	FLOOD LIFT STATIONS	46035305103305	STORM SCADA INTERGRATION	266.00	305530	69380	08/06/2020	ADVANCED ENGINEERING INC
FLDLFT	FLOOD LIFT STATIONS	46035305103305	STORM SCADA INTERGRATION	4,686.10	296174	62251	05/09/2019	ADVANCED ENGINEERING INC
FLDLFT	FLOOD LIFT STATIONS	46035305103305	STORM SCADA INTERGRATION	2,857.97	294864	61737	03/07/2019	ADVANCED ENGINEERING INC
			460-3530-510.33-05 - Total	8,823.82				
FLDLFT	FLOOD LIFT STATIONS	46035305104392	HIGH POINT NETWORKS, L	1,510.99	806	06/28-07/14/20	08/04/2020	P CARD BMO
FLDLFT	FLOOD LIFT STATIONS	46035305104392	REPAIR SRVC & GENERATOR	8,477.00	305592	JC14884	08/06/2020	JDP ELECTRIC INC
			460-3530-510.43-92 - Total	9,987.99				
FLDLFT	FLOOD LIFT STATIONS	46035305105210	ADD OXBOW LIFT STATION	95.21	304565	POLICY #1949	06/11/2020	NORTH DAKOTA INSURANCE RESERVE FUND
			460-3530-510.52-10 - Total	95.21				
FLDLFT	FLOOD LIFT STATIONS	46035305106271	FSI XCEL ENERGY PMTS	188.81	794	04/15-04/27/20	05/04/2020	P CARD BMO
FLDLFT	FLOOD LIFT STATIONS	46035305106271	FSI XCEL ENERGY PMTS	187.59	799	05/15-05/27/20	06/04/2020	P CARD BMO
FLDLFT	FLOOD LIFT STATIONS	46035305106271	FSI XCEL ENERGY PMTS	155.02	802	05/28-06/14/20	07/03/2020	P CARD BMO
FLDLFT	FLOOD LIFT STATIONS	46035305106271	FSI XCEL ENERGY PMTS	175.36	809	07/15-07/27/20	08/04/2020	P CARD BMO

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FLDLFT	FLOOD LIFT STATIONS	46035305106271	FSI XCEL ENERGY PMTS	189.63	813	08/15-08/27/20	09/04/2020	P CARD BMO
			460-3530-510.62-71 - Total	896.41				
FLDLFT - Total				19,803.43				
FM1413	DR 27 IMP OAK CRK PHASE 3	46000002062000	Retainage and Retainage R	-5,014.15	305863	FM1413 Est #5	08/20/2020	KEY CONTRACTING INC
			460-0000-206.20-00 - Total	-5,014.15				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103301	Cap Proj Admin Aug 2020	10,028.30	SS20200828	SS20200828	09/01/2020	City of Fargo
			460-3530-510.33-01 - Total	10,028.30				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103305	DRAIN 27 40TH AVE S	11,236.50	302964	0047243	03/12/2020	HOUSTON ENGINEERING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103305	DRAIN 27 40TH AVE S TO 25	10,635.25	303500	0047660	04/09/2020	HOUSTON ENGINEERING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103305	DRAIN 27 40TH AVE TO 25TH	1,598.32	304322	0048349	05/28/2020	HOUSTON ENGINEERING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103305	DRAIN 27TH 40TH AVE S	7,107.39	305051	0048949	07/09/2020	HOUSTON ENGINEERING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103305	OAK CREEK & COOPERFIELD	3,664.29	305856	0049775	08/20/2020	HOUSTON ENGINEERING INC
			460-3530-510.33-05 - Total	34,241.75				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103476	TV SEWER INSPECTION INV	425.18	MZ20200709	MZ20200709	08/04/2020	City of Fargo
			460-3530-510.34-76 - Total	425.18				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107320	Flood Mitigation	38,500.00	305863	FM1413 Est #5	08/20/2020	KEY CONTRACTING INC
			460-3530-510.73-20 - Total	38,500.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107352	Flood Mitigation	3,500.00	305863	FM1413 Est #5	08/20/2020	KEY CONTRACTING INC
			460-3530-510.73-52 - Total	3,500.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107358	Storm Sewer	30,000.00	305863	FM1413 Est #5	08/20/2020	KEY CONTRACTING INC
			460-3530-510.73-58 - Total	30,000.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107359	Flood Mitigation	8,800.00	305863	FM1413 Est #5	08/20/2020	KEY CONTRACTING INC
			460-3530-510.73-59 - Total	8,800.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107361	Flood Mitigation	500.00	305863	FM1413 Est #5	08/20/2020	KEY CONTRACTING INC
			460-3530-510.73-61 - Total	500.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107362	Flood Mitigation	1,800.00	305863	FM1413 Est #5	08/20/2020	KEY CONTRACTING INC
			460-3530-510.73-62 - Total	1,800.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107363	Flood Mitigation	1,800.00	305863	FM1413 Est #5	08/20/2020	KEY CONTRACTING INC
			460-3530-510.73-63 - Total	1,800.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107366	Miscellaneous	9,600.00	305863	FM1413 Est #5	08/20/2020	KEY CONTRACTING INC
			460-3530-510.73-66 - Total	9,600.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107367	Flood Mitigation	500.00	305863	FM1413 Est #5	08/20/2020	KEY CONTRACTING INC
			460-3530-510.73-67 - Total	500.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107369	Flood Mitigation	4,790.40	305863	FM1413 Est #5	08/20/2020	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107369	Alternate # 1	492.60	305863	FM1413 Est #5	08/20/2020	KEY CONTRACTING INC
			460-3530-510.73-69 - Total	5,283.00				
FM1413 - Total				139,964.08				
FM1440	FLOOD RISK-Harwd Hack Rvr	46035305103305	PROJECT # 6259 FLOOD RISK	265.50	305051	0048950	07/09/2020	HOUSTON ENGINEERING INC
			460-3530-510.33-05 - Total	265.50				
FM1440 - Total				265.50				
FM15F4	FLOOD RISK-Harwd Hack Rvr	46035305103332	FLOOD MITIGATION	626.46	304743	13448.02-01	06/18/2020	SRF CONSULTING GROUP, INC

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FM15F4	FLOOD RISK-Harwd Hack Rvr	46035305103332	FLOOD MITIGATION FM15F4	2,053.46	305105	13448.02-2	07/09/2020	SRF CONSULTING GROUP, INC
FM15F4	FLOOD RISK-Harwd Hack Rvr	46035305103332	FLOOD MITIGATION FM15F4	1,663.94	305909	13448.02-3	08/20/2020	SRF CONSULTING GROUP, INC
			460-3530-510.33-32 - Total	4,343.86				
FM15F4 - Total				4,343.86				
FM15J0	FLOOD MIT-Belmont Park	46035305103305	BELMONT FLOOD MITIGATION	77,456.50	303265	1200249416	03/26/2020	HDR ENGINEERING INC
FM15J0	FLOOD MIT-Belmont Park	46035305103305	BELMONT FLOOD MITIGATION	23,109.25	305586	1200283148	08/06/2020	HDR ENGINEERING INC
FM15J0	FLOOD MIT-Belmont Park	46035305103305	BELMONT FLOOD MITIGATION	29,499.84	306116	1200289530	09/03/2020	HDR ENGINEERING INC
			460-3530-510.33-05 - Total	130,065.59				
FM15J0 - Total				130,065.59				
FM15J2	FLOOD MIT-Belmont Park	46000002062000	Retainage and Retainage R	-9,311.14	305465	FM15J2 Est #4	07/30/2020	INDUSTRIAL BUILDERS INC
			460-0000-206.20-00 - Total	-9,311.14				
FM15J2	FLOOD MIT-Belmont Park	46035305103301	CapProj Admin July 20	18,622.29	SS20200737	SS20200737	07/31/2020	City of Fargo
			460-3530-510.33-01 - Total	18,622.29				
FM15J2	FLOOD MIT-Belmont Park	46035305107320	Removals	1,500.00	305465	FM15J2 Est #4	07/30/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-20 - Total	1,500.00				
FM15J2	FLOOD MIT-Belmont Park	46035305107352	Flood Mitigation	26,823.55	305465	FM15J2 Est #4	07/30/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-52 - Total	26,823.55				
FM15J2	FLOOD MIT-Belmont Park	46035305107356	Removals	480.00	305465	FM15J2 Est #4	07/30/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-56 - Total	480.00				
FM15J2	FLOOD MIT-Belmont Park	46035305107358	Removals	2,900.00	305465	FM15J2 Est #4	07/30/2020	INDUSTRIAL BUILDERS INC
FM15J2	FLOOD MIT-Belmont Park	46035305107358	Storm Sewer	26,978.00	305465	FM15J2 Est #4	07/30/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-58 - Total	29,878.00				
FM15J2	FLOOD MIT-Belmont Park	46035305107359	Removals	24,568.00	305465	FM15J2 Est #4	07/30/2020	INDUSTRIAL BUILDERS INC
FM15J2	FLOOD MIT-Belmont Park	46035305107359	Paving	90,533.36	305465	FM15J2 Est #4	07/30/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-59 - Total	115,101.36				
FM15J2	FLOOD MIT-Belmont Park	46035305107363	Storm Sewer	9,450.00	305465	FM15J2 Est #4	07/30/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-63 - Total	9,450.00				
FM15J2	FLOOD MIT-Belmont Park	46035305107366	Removals	2,500.00	305465	FM15J2 Est #4	07/30/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-66 - Total	2,500.00				
FM15J2	FLOOD MIT-Belmont Park	46035305107368	Removals	40.00	305465	FM15J2 Est #4	07/30/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-68 - Total	40.00				
FM15J2	FLOOD MIT-Belmont Park	46035305107369	Erosion And Sediment Cont	450.00	305465	FM15J2 Est #4	07/30/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-69 - Total	450.00				
FM15J2 - Total				195,534.06				
FM15J4	FLOOD MIT-Belmnt Prk/wall	46035305103305	RIVER RD FLOODWALL ANALYS	9,786.50	302842	10133637	03/05/2020	KLJ ENGINEERING, LLC
FM15J4	FLOOD MIT-Belmnt Prk/wall	46035305103305	RIVER RD FLOODWALL ANALYS	6,190.00	303272	10134783	03/26/2020	KLJ ENGINEERING, LLC
FM15J4	FLOOD MIT-Belmnt Prk/wall	46035305103305	RIVER RD FLOODWALL ANALYS	1,625.50	304329	10137853	05/28/2020	KLJ ENGINEERING, LLC
FM15J4	FLOOD MIT-Belmnt Prk/wall	46035305103305	RIVER RD FLOODWALL ANALYS	230.00	304945	10139044	07/01/2020	KLJ ENGINEERING, LLC
FM15J4	FLOOD MIT-Belmnt Prk/wall	46035305103305	RIVER RD FLOODWALL ANALYS	2,660.00	305061	10136317	07/09/2020	KLJ ENGINEERING, LLC
FM15J4	FLOOD MIT-Belmnt Prk/wall	46035305103305	RIVER RD FLOOD ANALYSIS	1,643.00	305596	10140440	08/06/2020	KLJ ENGINEERING, LLC
FM15J4	FLOOD MIT-Belmnt Prk/wall	46035305103305	RIVER RD FLOODWALL ANALYS	2,887.50	306126	10141933	09/03/2020	KLJ ENGINEERING, LLC

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			460-3530-510.33-05 - Total	25,022.50				
FM15J4 - Total				25,022.50				
FM15K0	FLOOD MIT-RoseCoulee	46035305103305	FLOOD MITIGATION	845.00	302842	10133635	03/05/2020	KLJ ENGINEERING, LLC
FM15K0	FLOOD MIT-RoseCoulee	46035305103305	FLOOD MITIGATION FM15K0	893.00	303272	10134781	03/26/2020	KLJ ENGINEERING, LLC
FM15K0	FLOOD MIT-RoseCoulee	46035305103305	FLOOD MITIGATION FM15K0	627.00	304329	10137851	05/28/2020	KLJ ENGINEERING, LLC
FM15K0	FLOOD MIT-RoseCoulee	46035305103305	FLOOD MITIGATION	859.00	304945	10139041	07/01/2020	KLJ ENGINEERING, LLC
FM15K0	FLOOD MIT-RoseCoulee	46035305103305	FM15KO FLOOD MITIGATION	4,431.50	305061	10136314	07/09/2020	KLJ ENGINEERING, LLC
FM15K0	FLOOD MIT-RoseCoulee	46035305103305	FLOOD MITIGATION	575.00	305471	10140436	07/30/2020	KLJ ENGINEERING, LLC
FM15K0	FLOOD MIT-RoseCoulee	46035305103305	FLOOD MITIGATION	846.00	306126	10141929	09/03/2020	KLJ ENGINEERING, LLC
			460-3530-510.33-05 - Total	9,076.50				
FM15K0 - Total				9,076.50				
FM15K1	FLOOD MIT-RoseCoulee	46000002062000	Retainage and Retainage R	-2,377.94	303961	FM15K1 Est #21	05/07/2020	INDUSTRIAL BUILDERS INC
			460-0000-206.20-00 - Total	-2,377.94				
FM15K1	FLOOD MIT-RoseCoulee	46035305103301	Cap Proj Admin May 2020	13,791.36	SS20200513	SS20200513	05/29/2020	City of Fargo
			460-3530-510.33-01 - Total	13,791.36				
FM15K1	FLOOD MIT-RoseCoulee	46035305106810	SPRINKLER REPAIR REIMBURS	1,380.25	305521	25076	07/30/2020	VANDEVOORT, JUDIE
			460-3530-510.68-10 - Total	1,380.25				
FM15K1	FLOOD MIT-RoseCoulee	46035305107352	Earthwork	-3,568.00	303961	FM15K1 Est #21	05/07/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-52 - Total	-3,568.00				
FM15K1	FLOOD MIT-RoseCoulee	46035305107358	Storm Sewer Lift Station	1,314.50	303961	FM15K1 Est #21	05/07/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-58 - Total	1,314.50				
FM15K1	FLOOD MIT-RoseCoulee	46035305107362	Water Main	109,552.50	303961	FM15K1 Est #21	05/07/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-62 - Total	109,552.50				
FM15K1	FLOOD MIT-RoseCoulee	46035305107367	Earthwork	30,614.60	303961	FM15K1 Est #21	05/07/2020	INDUSTRIAL BUILDERS INC
			460-3530-510.73-67 - Total	30,614.60				
FM15K1 - Total				150,707.27				
FM16A0	FLOOD MIT-N Cass 20/I29	46035305103305	AO CASS CTY 20 FLOOD MITI	36,729.45	303415	23226	04/01/2020	MOORE ENGINEERING INC
FM16A0	FLOOD MIT-N Cass 20/I29	46035305103305	AO CASS CTY 20 FLOOD MITI	224,165.24	303415	23227	04/01/2020	MOORE ENGINEERING INC
FM16A0	FLOOD MIT-N Cass 20/I29	46035305103305	19189A FLOOD MITIGATION	71,299.83	303773	23412	04/23/2020	MOORE ENGINEERING INC
FM16A0	FLOOD MIT-N Cass 20/I29	46035305103305	19189A FLOOD MITIGATION	35,113.76	303773	23413	04/23/2020	MOORE ENGINEERING INC
FM16A0	FLOOD MIT-N Cass 20/I29	46035305103305	AO CASS CTY 20 AREA FLOOD	52,328.63	304340	23623	05/28/2020	MOORE ENGINEERING INC
FM16A0	FLOOD MIT-N Cass 20/I29	46035305103305	CASS CTY 20 AREA FLOOD MI	47,380.50	304340	23625	05/28/2020	MOORE ENGINEERING INC
FM16A0	FLOOD MIT-N Cass 20/I29	46035305103305	19189A COUNTY 20 FLOOD	47,140.00	304860	23958	06/25/2020	MOORE ENGINEERING INC
FM16A0	FLOOD MIT-N Cass 20/I29	46035305103305	19189A COUNTY 20 FLOOD	37,312.64	304860	23959	06/25/2020	MOORE ENGINEERING INC
			460-3530-510.33-05 - Total	551,470.05				
FM16A0 - Total				551,470.05				
FM16A1	FLOOD MIT-N Cass 20/I29	46035305103332	APPRAISAL SERVICES	18,000.00	305773	2252	08/13/2020	RM HOEFS & ASSOCIATES INC
			460-3530-510.33-32 - Total	18,000.00				
FM16A1	FLOOD MIT-N Cass 20/I29	46035305103899	2020 SNOW REMOVAL	3,282.50	303133	3657	03/19/2020	EXCAVATING INC - FARGO
FM16A1	FLOOD MIT-N Cass 20/I29	46035305103899	LEASE APPLICATION FEE	600.00	304060	5/13/2020	05/14/2020	BNSF RAILWAY COMPANY
FM16A1	FLOOD MIT-N Cass 20/I29	46035305103899	REIMBURSE FARM RENT/SEED	1,405.00	304092	245	05/14/2020	FOSS, JEFFREY

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FM16A1	FLOOD MIT-N Cass 20/I29	46035305103899	FEDEX 326293994	45.94	802	05/28-06/14/20	07/03/2020	P CARD BMO
FM16A1	FLOOD MIT-N Cass 20/I29	46035305103899	RECORDING FEES	60.00	305246	15001923757	07/16/2020	SIMPLIFILE LC
			460-3530-510.38-99 - Total	5,393.44				
FM16A1	FLOOD MIT-N Cass 20/I29	46035305106810	GPRO-DEFINV-2020-184	12,000.00	304644	5/7/2020	06/18/2020	DUCKS UNLIMITED
FM16A1	FLOOD MIT-N Cass 20/I29	46035305106810	PERMIT APPLICATION	50.00	304917	6/30/2020	07/01/2020	CASS COUNTY HIGHWAY DEPARTMENT
			460-3530-510.68-10 - Total	12,050.00				
FM16A1 - Total				35,443.44				
FM19A0	FLOOD MIT-Riverwood Addn	46035305103305	RIVERWOOD ADDITION	4,020.25	302964	0047226	03/12/2020	HOUSTON ENGINEERING INC
FM19A0	FLOOD MIT-Riverwood Addn	46035305103305	RIVERWOOD FLOOD MITIGATIO	7,077.15	303756	0047892	04/23/2020	HOUSTON ENGINEERING INC
FM19A0	FLOOD MIT-Riverwood Addn	46035305103305	RIVERWOOD FLOOD MITIGATIO	15,564.00	304535	0048497	06/11/2020	HOUSTON ENGINEERING INC
FM19A0	FLOOD MIT-Riverwood Addn	46035305103305	RIVERWOOD FLOOD MITIGATIO	31,540.62	305587	0049395	08/06/2020	HOUSTON ENGINEERING INC
			460-3530-510.33-05 - Total	58,202.02				
FM19A0	FLOOD MIT-Riverwood Addn	46035305103899	51-9464640-5 ELECTRIC SE	28.42	304459	685276664	06/03/2020	XCEL ENERGY
FM19A0	FLOOD MIT-Riverwood Addn	46035305103899	1104615	83.24	304805	6/5/2020	06/25/2020	CASS COUNTY ELECTRIC COOP(BOX 6088)
FM19A0	FLOOD MIT-Riverwood Addn	46035305103899	51-9464640-5	71.86	305120	689191188	07/09/2020	XCEL ENERGY
FM19A0	FLOOD MIT-Riverwood Addn	46035305103899	ELECTRIC SERVICES	114.89	305299	1104615 .	07/23/2020	CASS COUNTY ELECTRIC COOP(BOX 6088)
FM19A0	FLOOD MIT-Riverwood Addn	46035305103899	51-9464640-5	61.96	305663	693261777	08/06/2020	XCEL ENERGY
			460-3530-510.38-99 - Total	360.37				
FM19A0 - Total				58,562.39				
FM19A1	FLOOD MIT-Riverwood Addn	46035305103301	Cap Proj Admin Mar 2020	122,756.03	SS20200321	SS20200321	04/01/2020	City of Fargo
FM19A1	FLOOD MIT-Riverwood Addn	46035305103301	Cap Proj Admin May 2020	66,131.33	SS20200513	SS20200513	05/29/2020	City of Fargo
FM19A1	FLOOD MIT-Riverwood Addn	46035305103301	Cap Proj Admin Aug 2020	56,589.57	SS20200828	SS20200828	09/01/2020	City of Fargo
FM19A1	FLOOD MIT-Riverwood Addn	46035305103301	Cap Proj Admin April 2020	178.80	SS20200920	SS20200920	09/30/2020	City of Fargo
FM19A1	FLOOD MIT-Riverwood Addn	46035305103301	Cap Proj Admin Kenninger	1,457.89	SS20200920	SS20200920	09/30/2020	City of Fargo
			460-3530-510.33-01 - Total	247,113.62				
FM19A1	FLOOD MIT-Riverwood Addn	46035305103332	APPRAISAL	2,500.00	303427	CF-90141ST	04/01/2020	PAGAN, JORGE L
FM19A1	FLOOD MIT-Riverwood Addn	46035305103332	APPRAISAL REPORT	2,500.00	304140	CF-90641ST	05/14/2020	PAGAN, JORGE L
			460-3530-510.33-32 - Total	5,000.00				
FM19A1	FLOOD MIT-Riverwood Addn	46035305107110	RELOCATION CLAIM REIMBURS	2,662.20	303273	3/12/2020	03/26/2020	KENNINGER, ALLISON
FM19A1	FLOOD MIT-Riverwood Addn	46035305107110	901 42ND AVE N-KENNINGER	653,847.26	303013	20-200-015	03/12/2020	O'KEEFFE,O'BRIEN, LYSON & FOSS LTD
FM19A1	FLOOD MIT-Riverwood Addn	46035305107110	902 41ND AVE N FARGO	573,713.07	303299	20-200-016	03/26/2020	O'KEEFFE,O'BRIEN, LYSON & FOSS LTD
FM19A1	FLOOD MIT-Riverwood Addn	46035305107110	RELOCATION CLAIM	1,788.00	303442	3/26/2020	04/01/2020	THORSETH, ROGER AND DEBORAH
FM19A1	FLOOD MIT-Riverwood Addn	46035305107110	901 41ST AVE N	642,565.78	304242	20-200-024	05/20/2020	O'KEEFFE,O'BRIEN, LYSON & FOSS LTD
FM19A1	FLOOD MIT-Riverwood Addn	46035305107110	INCIDENTAL EXPENSE CLAIM	5,084.75	304360	5/27/2020	05/28/2020	THORSETH, ROGER AND DEBORAH
FM19A1	FLOOD MIT-Riverwood Addn	46035305107110	MOVE EXPENSE CLAIM	13,662.72	304336	5/27/2020	05/28/2020	MIDWEST MOVING COMPANY LLC
FM19A1	FLOOD MIT-Riverwood Addn	46035305107110	MOVE EXPENSE CLAIM	9,322.72	305205	6/19/2020	07/16/2020	MIDWEST MOVING COMPANY LLC
FM19A1	FLOOD MIT-Riverwood Addn	46035305107110	MOVE EXPENSE CLAIM	2,009.00	305595	7/15/2020	08/06/2020	KENNINGER, ALLISON
FM19A1	FLOOD MIT-Riverwood Addn	46035305107110	MOVE EXPENSE CLAIM	585.00	305607	7/15/2020	08/06/2020	MIDWEST MOVING COMPANY LLC
FM19A1	FLOOD MIT-Riverwood Addn	46035305107110	902 42ND AVE N B.NELSON	565,895.71	305891	20-200-038	08/20/2020	O'KEEFFE,O'BRIEN, LYSON & FOSS LTD
			460-3530-510.71-10 - Total	2,471,136.21				
FM19A1 - Total				2,723,249.83				

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FM19A2	FLOOD MIT-Riverwood Addn	46035305103305	FLOOD MITIGATION RIVERWOO	5,137.10	303322	13448.00-2	03/26/2020	SRF CONSULTING GROUP, INC
FM19A2	FLOOD MIT-Riverwood Addn	46035305103305	FLOOD MITIGATION PROJECT	7,913.22	303687	13448.00-3	04/16/2020	SRF CONSULTING GROUP, INC
FM19A2	FLOOD MIT-Riverwood Addn	46035305103305	FLOOD MITIGATION RIVERWOO	11,331.48	304163	13448.00-4	05/14/2020	SRF CONSULTING GROUP, INC
FM19A2	FLOOD MIT-Riverwood Addn	46035305103305	FLOOD MITIGATION RIVERWOO	1,334.82	304588	13448.00-5	06/11/2020	SRF CONSULTING GROUP, INC
FM19A2	FLOOD MIT-Riverwood Addn	46035305103305	FLOOD MITIGATION FM19A2	3,330.62	305105	13448.00-6	07/09/2020	SRF CONSULTING GROUP, INC
FM19A2	FLOOD MIT-Riverwood Addn	46035305103305	FLOOD MITIGATION FM19A2	399.93	305909	13448.00-7	08/20/2020	SRF CONSULTING GROUP, INC
			460-3530-510.33-05 - Total	29,447.17				
FM19A2 - Total				29,447.17				
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103305	ROYAL OAKS FLOOD MITIGATI	8,664.30	302964	0047227	03/12/2020	HOUSTON ENGINEERING INC
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103305	ROYAL OAKS FLOOD MITIGATI	7,468.25	303756	0047893	04/23/2020	HOUSTON ENGINEERING INC
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103305	ROYAL OAKS FLOOD MITIGATI	21,732.17	304535	0048498	06/11/2020	HOUSTON ENGINEERING INC
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103305	ROYAL OAKS MITIGATION	7,942.55	305587	0049396	08/06/2020	HOUSTON ENGINEERING INC
			460-3530-510.33-05 - Total	45,807.27				
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	51-9464640-5 ELECTRIC SER	531.88	302897	673482408	03/05/2020	XCEL ENERGY
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	51-9464640-5	499.21	303449	677099357	04/01/2020	XCEL ENERGY
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	51-9464640-5	472.14	303924	681155870	04/30/2020	XCEL ENERGY
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	HOA DUES 763/767/771 MAY	375.00	303937	4/24/2020	05/07/2020	BROADWAY NORTH OWNERS ASSOCIATION
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	51-9464640-5 ELECTRIC SE	429.20	304459	685276664	06/03/2020	XCEL ENERGY
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	HOA DUES UNIT 763,767,771	375.00	304624	6/1/2020	06/18/2020	BROADWAY NORTH OWNERS ASSOCIATION
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	51-9464640-5	431.41	305120	689191188	07/09/2020	XCEL ENERGY
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	51-9464640-5	413.36	305663	693261777	08/06/2020	XCEL ENERGY
			460-3530-510.38-99 - Total	3,527.20				
FM19B0 - Total				49,334.47				
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103301	Cap proj admin April 20	32,414.96	SS20200413	SS20200413	04/30/2020	City of Fargo
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103301	Cap Proj Admin May 2020	26,616.79	SS20200915	SS20200915	09/28/2020	City of Fargo
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103301	Cap Proj Admin June 2020	3,606.34	SS20200613	SS20200613	06/30/2020	City of Fargo
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103301	Cap Proj Admin July 2020	16.87	SS20200920	SS20200920	09/30/2020	City of Fargo
			460-3530-510.33-01 - Total	62,654.96				
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103332	APPRAISAL 749 ROYAL OAKS	2,500.00	303018	CF-749ROYAL	03/12/2020	PAGAN, JORGE L
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103332	APPRAISAL 739 ROYAL OAKS	550.00	303539	3/23/2020	04/09/2020	NORTHPOINTE APPRAISALS
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103332	APPRAISAL	2,500.00	303898	CF-775ROYAL	04/30/2020	PAGAN, JORGE L
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103332	APPRAISAL FEE REIMBURSE	650.00	304970	6/30/2020	07/01/2020	SWALSTAD, DENAE
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103332	APPRAISAL	2,500.00	305089	CF-741ROYAL	07/09/2020	PAGAN, JORGE L
			460-3530-510.33-32 - Total	8,700.00				
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103899	HOA DUES 763,767,771	1,500.00	303623	3/27/2020	04/16/2020	BROADWAY NORTH OWNERS ASSOCIATION
			460-3530-510.38-99 - Total	1,500.00				
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305107110	739 ROYAL OAKS DR N	324,149.63	303895	20-200-23	04/30/2020	O'KEEFFE,O'BRIEN, LYSON & FOSS LTD
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305107110	775 ROYAL OAKS DR N FARGO	266,167.89	304426	20-200-028	06/03/2020	O'KEEFFE,O'BRIEN, LYSON & FOSS LTD
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305107110	PRICE DIFF HOUSE/EXP CLAI	31,720.00	304619	6/17/2020	06/18/2020	BARNUM, PEGGY
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305107110	INCIDENTAL EXPENSE REIMBU	355.00	304696	6/12/2020	06/18/2020	MONTPLAISIR, MARJORIE
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305107110	EXPENSE CLAIM MOVING COST	3,988.44	304652	6/12/2020	06/18/2020	FETTES TRANSPORTATION SYSTEMS

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FM19B1	FLOOD MIT-Royal Oaks Dr	46035305107110	MOVE EXPENSE CLAIM	168.71	305485	7/1/2020	07/30/2020	MONTPLAISIR, MARJORIE
			460-3530-510.71-10 - Total	626,549.67				
FM19B1 - Total				699,404.63				
FM19B2	FLOOD MIT-Royal Oaks Dr	46035305103332	FLOOD MITIGATION ROYAL OA	469.85	304163	13448.01-1	05/14/2020	SRF CONSULTING GROUP, INC
FM19B2	FLOOD MIT-Royal Oaks Dr	46035305103332	FLOOD MITIGATION ROYAL OA	4,233.85	304588	13448.01-2	06/11/2020	SRF CONSULTING GROUP, INC
FM19B2	FLOOD MIT-Royal Oaks Dr	46035305103332	FLOOD MITIGATION FM19B2	5,044.26	305105	13448.01-3	07/09/2020	SRF CONSULTING GROUP, INC
FM19B2	FLOOD MIT-Royal Oaks Dr	46035305103332	FLOOD MITIGATION FM19B2	2,741.91	305909	13448.01-4	08/20/2020	SRF CONSULTING GROUP, INC
			460-3530-510.33-32 - Total	12,489.87				
FM19B2 - Total				12,489.87				
FM19C0	FLOOD MIT-Woodcrest	46035305103305	WOODCREST FLOOD MITIGATIO	6,972.00	302964	0047228	03/12/2020	HOUSTON ENGINEERING INC
FM19C0	FLOOD MIT-Woodcrest	46035305103305	WOODCREST FLOOD MITIGATIO	8,432.75	303756	0047894	04/23/2020	HOUSTON ENGINEERING INC
FM19C0	FLOOD MIT-Woodcrest	46035305103305	WOODCREST FLOOD MITIGATIO	35,007.50	304535	0048499	06/11/2020	HOUSTON ENGINEERING INC
FM19C0	FLOOD MIT-Woodcrest	46035305103305	WOODCREST FLOOD MITIGATIO	10,536.23	305587	0049397	08/06/2020	HOUSTON ENGINEERING INC
			460-3530-510.33-05 - Total	60,948.48				
FM19C0	FLOOD MIT-Woodcrest	46035305103899	51-9464640-5	64.78	303924	681155870	04/30/2020	XCEL ENERGY
FM19C0	FLOOD MIT-Woodcrest	46035305103899	51-9464640-5 ELECTRIC SE	272.89	304459	685276664	06/03/2020	XCEL ENERGY
FM19C0	FLOOD MIT-Woodcrest	46035305103899	51-9464640-5	266.83	305120	689191188	07/09/2020	XCEL ENERGY
FM19C0	FLOOD MIT-Woodcrest	46035305103899	51-9464640-5	269.84	305663	693261777	08/06/2020	XCEL ENERGY
			460-3530-510.38-99 - Total	874.34				
FM19C0 - Total				61,822.82				
FM19E0	FLOOD MIT-Elm Circle	46035305103305	ELM CIRCLE FLOOD MITIGATI	5,767.00	302964	0047229	03/12/2020	HOUSTON ENGINEERING INC
FM19E0	FLOOD MIT-Elm Circle	46035305103305	ELM CIRCLE FLOOD MITIGATI	11,539.30	303756	0047895	04/23/2020	HOUSTON ENGINEERING INC
FM19E0	FLOOD MIT-Elm Circle	46035305103305	ELM CIRCLE FLOOD MITIGATI	14,270.50	304535	0048500	06/11/2020	HOUSTON ENGINEERING INC
FM19E0	FLOOD MIT-Elm Circle	46035305103305	ELM CIRCLE FLOOD MITIGATI	5,787.49	305587	0049398	08/06/2020	HOUSTON ENGINEERING INC
			460-3530-510.33-05 - Total	37,364.29				
FM19E0	FLOOD MIT-Elm Circle	46035305103899	51-9464640-5 ELECTRIC SER	42.22	302897	673482408	03/05/2020	XCEL ENERGY
FM19E0	FLOOD MIT-Elm Circle	46035305103899	HOMEOWNER'S ASSOC DUES	275.00	302789	119	03/05/2020	BIRNAMWOOD INC.
FM19E0	FLOOD MIT-Elm Circle	46035305103899	51-9464640-5	41.05	303449	677099357	04/01/2020	XCEL ENERGY
FM19E0	FLOOD MIT-Elm Circle	46035305103899	51-9464640-5	42.36	303924	681155870	04/30/2020	XCEL ENERGY
FM19E0	FLOOD MIT-Elm Circle	46035305103899	51-9464640-5 ELECTRIC SE	65.86	304459	685276664	06/03/2020	XCEL ENERGY
FM19E0	FLOOD MIT-Elm Circle	46035305103899	51-9464640-5	42.11	305120	689191188	07/09/2020	XCEL ENERGY
FM19E0	FLOOD MIT-Elm Circle	46035305103899	51-9464640-5	65.11	305663	693261777	08/06/2020	XCEL ENERGY
			460-3530-510.38-99 - Total	573.71				
FM19E0 - Total				37,938.00				
FM19F0	FLOOD MIT-Oak Grove Area	46035305103305	OAK GROVE FLOOD MITIGATIO	7,286.75	302964	0047230	03/12/2020	HOUSTON ENGINEERING INC
FM19F0	FLOOD MIT-Oak Grove Area	46035305103305	OAK GROVE FLOOD MITIGATIO	739.50	303756	0047896	04/23/2020	HOUSTON ENGINEERING INC
FM19F0	FLOOD MIT-Oak Grove Area	46035305103305	OAK GROVE FLOOD MITIGATIO	4,899.75	304535	0048501	06/11/2020	HOUSTON ENGINEERING INC
FM19F0	FLOOD MIT-Oak Grove Area	46035305103305	OAK GROVE FLOOD MITIGATIO	4,140.60	305587	0049399	08/06/2020	HOUSTON ENGINEERING INC
			460-3530-510.33-05 - Total	17,066.60				
FM19F0	FLOOD MIT-Oak Grove Area	46035305103899	51-9464640-5	25.31	305663	693261777	08/06/2020	XCEL ENERGY
			460-3530-510.38-99 - Total	25.31				

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Schedule of Complementary In-Town Flood Protection Costs

March 1, 2020 - August 31, 2020

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name
FM19F0 - Total				**17,091.91**				
FM19H0	FLOOD MIT-52 Ave S/Univ	46035305103899	UNIVERSITY AVE FLOODWALL	1,381.75	303621	B205891	04/16/2020	BRAUN INTERTEC CORP
FM19H0	FLOOD MIT-52 Ave S/Univ	46035305103899	CONSULTING SERVICE ENGS	2,173.50	303840	B207612	04/30/2020	BRAUN INTERTEC CORP
FM19H0	FLOOD MIT-52 Ave S/Univ	46035305103899	UNIVERSITY AVE FLOODWALL	5,627.00	303936	B203017	05/07/2020	BRAUN INTERTEC CORP
FM19H0	FLOOD MIT-52 Ave S/Univ	46035305103899	GEOTECH EVAL	2,932.00	304062	B210374	05/14/2020	BRAUN INTERTEC CORP
			460-3530-510.38-99 - Total	12,114.25				
FM19H0 - Total				**12,114.25**				
FM19H1	FLOOD MIT-52 Ave S/Univ	46035305103899	2020 SNOW REMOVAL	465.00	303133	3655	03/19/2020	EXCAVATING INC - FARGO
			460-3530-510.38-99 - Total	465.00				
FM19H1 - Total				**465.00**				
FM19H2	FLOOD MIT-52 Ave S/Univ	46035305103305	DRIVE FLOODWALL REPAIR	4,059.50	302978	10133638	03/12/2020	KLJ ENGINEERING, LLC
FM19H2	FLOOD MIT-52 Ave S/Univ	46035305103305	UNIVERSITY DR FLOODWALL	10,217.50	303272	10134784	03/26/2020	KLJ ENGINEERING, LLC
FM19H2	FLOOD MIT-52 Ave S/Univ	46035305103305	UNIVERSITY DR FLOODWALL	3,622.50	304548	10137854	06/11/2020	KLJ ENGINEERING, LLC
FM19H2	FLOOD MIT-52 Ave S/Univ	46035305103305	UNIV DR FLOODWALL REPAIR	895.50	304847	10139045	06/25/2020	KLJ ENGINEERING, LLC
FM19H2	FLOOD MIT-52 Ave S/Univ	46035305103305	UNIVERSITY DR FLOODWALL	9,113.50	305061	10136318	07/09/2020	KLJ ENGINEERING, LLC
FM19H2	FLOOD MIT-52 Ave S/Univ	46035305103305	UNIVER DR FLOODWALL REPAI	684.00	305596	10140441	08/06/2020	KLJ ENGINEERING, LLC
			460-3530-510.33-05 - Total	28,592.50				
FM19H2 - Total				**28,592.50**				
FM19H3	FLOOD MIT-52 Ave S/Univ	46035305103305	S. UNIV FLOODWALL INVEST	3,512.75	303267	0047232	03/26/2020	HOUSTON ENGINEERING INC
FM19H3	FLOOD MIT-52 Ave S/Univ	46035305103305	S. UNIV FLOODWALL INVEST	3,097.50	303756	0047898	04/23/2020	HOUSTON ENGINEERING INC
FM19H3	FLOOD MIT-52 Ave S/Univ	46035305103305	S UNIV FLOODWALL INVEST	3,240.00	304673	0048503	06/18/2020	HOUSTON ENGINEERING INC
			460-3530-510.33-05 - Total	9,850.25				
FM19H3 - Total				**9,850.25**				
HD19A1	DEMO RESTOR-City Wide	46035305103899	51-9464640-5 ELECTRIC SER	85.29	302897	673482408	03/05/2020	XCEL ENERGY
HD19A1	DEMO RESTOR-City Wide	46035305103899	1104615 ELECTRIC SERVICE	194.68	303239	3/5/2020	03/26/2020	CASS COUNTY ELECTRIC COOP(BOX 6088)
HD19A1	DEMO RESTOR-City Wide	46035305103899	51-9464640-5	126.53	303449	677099357	04/01/2020	XCEL ENERGY
HD19A1	DEMO RESTOR-City Wide	46035305103899	STATE # 1104615 ELECTRIC	156.92	303730	4/6/2020	04/23/2020	CASS COUNTY ELECTRIC COOP(BOX 6088)
HD19A1	DEMO RESTOR-City Wide	46035305103899	51-9464640-5	98.26	303924	681155870	04/30/2020	XCEL ENERGY
HD19A1	DEMO RESTOR-City Wide	46035305103899	ACCT # 1104615	110.40	304195	5/5/2020	05/20/2020	CASS COUNTY ELECTRIC COOP(BOX 6088)
HD19A1	DEMO RESTOR-City Wide	46035305103899	51-9464640-5 ELECTRIC SE	80.87	304459	685276664	06/03/2020	XCEL ENERGY
HD19A1	DEMO RESTOR-City Wide	46035305103899	1104615	67.64	304805	6/5/2020	06/25/2020	CASS COUNTY ELECTRIC COOP(BOX 6088)
HD19A1	DEMO RESTOR-City Wide	46035305103899	51-9464640-5	73.14	305120	689191188	07/09/2020	XCEL ENERGY
HD19A1	DEMO RESTOR-City Wide	46035305103899	ELECTRIC SERVICES	48.45	305299	1104615 .	07/23/2020	CASS COUNTY ELECTRIC COOP(BOX 6088)
HD19A1	DEMO RESTOR-City Wide	46035305103899	REMOVE OPENERS	200.00	305398	36890	07/23/2020	TWIN CITY GARAGE DOOR
HD19A1	DEMO RESTOR-City Wide	46035305103899	51-9464640-5	75.28	305663	693261777	08/06/2020	XCEL ENERGY
			460-3530-510.38-99 - Total	1,317.46				
HD19A1 - Total				**1,317.46**				
MS19J0	Asbestos Testng City Wide	46035305103306	BRAUN INTERTEC CORP	2,745.50	809	07/15-07/27/20	08/04/2020	P CARD BMO
			460-3530-510.33-06 - Total	2,745.50				
MS19J0	Asbestos Testng City Wide	46035305103899	ASBESTOS TESTING	4,559.00	303621	B207079	04/16/2020	BRAUN INTERTEC CORP
			460-3530-510.38-99 - Total	4,559.00				

City of Fargo, North Dakota

Schedule of Complementary In-Town Flood Protection Costs

March 1, 2020 - August 31, 2020

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name
MS19J0 - Total				**7,304.50**				
NR19B0	STORM LIFT RHAB #24	46035305103305	WWTF PH IIB STORMWATER	4,752.00	303102	10459	03/19/2020	APEX ENGINEERING GROUP INC
NR19B0	STORM LIFT RHAB #24	46035305103305	WWTF PH IIB STORM WATER	612.50	303617	10593	04/16/2020	APEX ENGINEERING GROUP INC
NR19B0	STORM LIFT RHAB #24	46035305103305	WWTF PH IIB STORMWATER	11,536.50	304291	10730	05/28/2020	APEX ENGINEERING GROUP INC
			460-3530-510.33-05 - Total	**16,901.00**				
NR19B0 - Total				**16,901.00**				
Overall - Total				**5,076,511.29**				

THE CITY OF Fargo FAR MORE

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

September 30, 2020

Kent Costin
Finance Director
City of Fargo
225 4th Street North
Fargo, ND 58102

Re: Metro Flood Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated September 16, 2020 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through August 31, 2020 on the Metro Flood Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

Erik R. Johnson

ERJ/lmw
Enclosure
cc: Bruce Grubb

DORSEY
DORSEY & WHITNEY LLP

received
9-21-2020

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

September 16, 2020
Invoice No. 3607340

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

For Legal Services Rendered Through August 31, 2020

INVOICE TOTAL

Total For Current Legal Fees	$272,310.00
Total For Current Disbursement and Service Charges	$9,084.37
Total For Current Invoice	**$281,394.37**

* Please refer to last page for any unpaid invoices and a current statement of account.

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

(This account is only for Wire/ACH payments)
ABA Routing Number: 091000022
Account Number: 1047-8339-8282
Swift Code: USBKUS44IMT

Please make reference to the invoice number

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

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

OHNSTAD TWICHELL, P.C.
Attorneys at Law

P.O Box 458
West Fargo, ND 58078-0458
701-282-3249

15-1395 JTS Invoice # 171235

Flood Diversion Board
Bond Counsel Work - PPP

Date: October 13, 2020

To: Flood Diversion Board
P.O Box 2806
Fargo, ND 58108-2806

PROFESSIONAL SERVICES RENDERED

	Hours	Rate	Totals
JTS	108	$310.00	$33,480.00
ADC	0.4	$310.00	$124.00
LDA	4.6	$310.00	$1,426.00
RGH	0.5	$310.00	$155.00
KJB	86.9	$310.00	$26,939.00
TJL	51.9	$290.00	$15,051.00
CBC	58.4	$275.00	$16,060.00
SRH	5.3	$275.00	$1,457.50
ABG	36.8	$275.00	$10,120.00
JRS	0.7	$260.00	$182.00
KJD	42.8	$210.00	$8,988.00
DCP	0.5	$275.00	$137.50
JDR	0.5	$175.00	$87.50
AJR	34.3	$175.00	$6,002.50
CMS	4.4	$150.00	$660.00
Total Fees:	**436**		**$120,870.00**
NDRIN			$10.00
Parking Fee			$15.00
Total Expenses:			**$25.00**
Balance Forward:			**$112.42**
Grand Total			**$121,007.42**

		Rates
JTS	John T. Shockley, Partner, Supervising Attorney	$310.00
CMM	Christopher M. McShane, Partner	$310.00
ADC	Andrew D. Cook, Partner	$310.00
SNW	Sarah M. Wear, Partner	$310.00
RGH	Robert G. Hoy, Partner	$310.00
SLE	Susan L. Ellison, Partner	$310.00
KJB	Katie J. Bertsch, Partner	$310.00
TJL	Tyler J. Leverington, Associate	$290.00
CBC	Calley B. Campbell, Associate	$275.00
LWC	Lukas W. Croaker, Associate	$285.00
SRH	Stephen R. Hanson, Associate	$275.00
ABG	Bo Gruchala, Associate	$275.00
JRS	J.R. Strom, Associate	$260.00
KJD	Kathryn J. DelZoppo, Associate	$210.00
LRC	Leah R. Carlson, Associate	$275.00
EMM	Elle M. Molbert, Associate	$275.00
BTB	Brent T. Boeddeker, Associate	$275.00
DCP	David C. Piper, Associate	$275.00
CAS	Carol A. Stillwell, Paralegal	$175.00
JDR	Joshua D. Roaldson, Paralegal	$175.00
AJR	Andrea J. Roman, Paralegal	$175.00
CRA	Christie R. Axness, Paralegal	$150.00
DLR	Dena L. Ranum, Legal Administrative Assistant	$150.00
CMS	Cassie M. Smith, Legal Administrative Assistant	$150.00
SJH	Stephen J. Hilfer, Law Clerk	$100.00

COST ADVANCES BY US FOR YOUR ACCOUNT, FOR WHICH WE HAVE NOT BEEN BILLED, WILL APPEAR ON YOUR NEXT STATEMENT.

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 171235	Flood Diversion Board	Bond Counsel Work - PPP
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	$10,453.50
151395-3	P3 Procurement	$21,051.50
151395-4	Public Finance Issues	$15,800.50
151395-5	Consultant Contract Review/Development	$1,219.00
151395-6	Support of External Litigation Counsel	$8,142.50
151395-7	Coordination with Member Entities	$1,178.00
151395-11	Legislative Interface/Lobbying Support	$62.00
151395-13	Third Party Utility MOU's	$60,255.00
151395-14	ICS Issues	$366.50
151395-17	EPA WIFIA Loan	$1,637.50
151395-20	USDOT PABs	$704.00
TOTAL		**$120,870.00**

COUNTY AUDITOR
LORI J. JOHNSON
Office Telephone: (218) 299-5006
Fax: (218) 299-5195

October 13, 2020

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

Greetings:

RE: Metro Flood Diversion Project

Enclosed please find a summary of invoices/expense paid by Clay County for the FM Flood Diversion project. All requests were approved or authorized by the Diversion Authority. Current invoice/expense reimbursement is as follows:

Metro Flood Diversion	$95809.88

Currently, we respectfully request 100% reimbursement as per the Joint Powers Agreement.

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

Sincerely,

Lori J. Johnson
Clay County Auditor

Enclosures

FM Diversion MCCJPA invoices

Vendor	Invoice Date	Invoice Amount	Invoice #	Date Approved	Date Paid	Check #	Reimb Request
Ohnstad Twichell	8/10/20	$1,246.00	170020	8/21/20	8/26/20	97753	10/13/2020
Ohnstad Twichell	8/10/20	$30.00	170021	8/21/20	8/26/20	97753	10/13/2020
Ohnstad Twichell	8/10/20	$10,662.53	170022	8/21/20	8/26/20	97753	10/13/2020
Ohnstad Twichell	8/10/20	$16,962.00	170023	8/21/20	8/26/20	97753	10/13/2020
Ohnstad Twichell	8/10/20	$165.00	170024	8/21/20	8/26/20	97753	10/13/2020
Ohnstad Twichell	8/10/20	$3,758.00	170025	8/21/20	8/26/20	97753	10/13/2020
Ohnstad Twichell	8/10/20	$12,740.02	170026	8/21/20	8/26/20	97753	10/13/2020
Ohnstad Twichell	8/10/20	$780.00	170027	8/21/20	8/26/20	97753	10/13/2020
Red River Valley Coop	8/5/20	$149.93		8/28/20	8/26/20	518800	10/13/2020
The Hawley Herald	7/13/20	$30.00	4418	9/2/20	8/26/20	518807	10/13/2020
ProSource Technologies	7/31/20	$7,995.60	44656	8/28/20	9/2/20	97841	10/13/2020
Linda & David Wagenmann (CL Costs)	8/25/20	$1,180.90		9/4/20	9/9/20	97923	10/13/2020
Linda & David Wagenmann (Mov Cost)	8/25/20	$11,203.56		9/4/20	9/9/20	97923	10/13/2020
Michael or Carolyn Handlos (CL Costs)	8/12/20	$1,130.50		9/4/20	9/9/20	97920	10/13/2020
Clay County Treasurer		$1,186.00	150172101	9/18/20	9/23/20	98070	10/13/2020
Lake Region Electric Coop	9/5/20	$52.64		9/21/20	9/23/20	98087	10/13/2020
Red River Valley Coop	9/2/20	$131.70		9/21/20	9/23/20	519109	10/13/2020
The Hawley Herald	8/17/20	$30.00	4458	9/21/20	9/23/20	519118	10/13/2020
Marsh & McLennan	9/28/20	$2,859.36	a5360106	9/30/20	10/7/20	98199	10/13/2020
Ohnstad Twichell	9/15/20	$1,552.50	170642	9/30/20	10/7/20	98221	10/13/2020
Ohnstad Twichell	9/15/20	$210.00	170641	9/30/20	10/7/20	98221	10/13/2020
Ohnstad Twichell	9/15/20	$7,461.14	170640	9/30/20	10/7/20	98221	10/13/2020
Ohnstad Twichell	9/15/20	$8,412.50	170638	9/30/20	10/7/20	98221	10/13/2020
Ohnstad Twichell	9/15/20	$495.00	170639	9/30/20	10/7/20	98221	10/13/2020
Ohnstad Twichell	9/15/20	$30.00	170637	9/30/20	10/7/20	98221	10/13/2020
ProSource Technologies	8/31/20	$5,355.00	44694	9/25/20	10/7/20	98227	10/13/2020

$95,809.88

CASS COUNTY GOVERNMENT
PO BOX 2806
211 9th STREET SOUTH
Fargo, ND 58108

DATE: 10/07/20

TO: CITY OF FARGO
PO BOX 2083
FARGO, ND 58107

CUSTOMER NO: 198/294 TYPE: CA - COUNTY AUDITOR

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	9/22/20	BEGINNING BALANCE			109,207.31
	9/28/20	PAYMENT			47,891.08-
~~AUDIT~~	~~10/07/20~~	~~FM DIVERSION INTEREST~~			~~49,509.17~~
~~AUDIT~~	~~10/07/20~~	~~FM DIVERSION PAYROLL EXPENSES~~			~~47,530.83~~
AUDIT	10/07/20	FM DIVERSION MISC EXPENSES	Submitted for approval at October board meeting		2,322.66

Current	30 days	60 days	90 days
160678.89			

DUE DATE: 11/06/20

PAYMENT DUE: 160,678.89
TOTAL DUE: $160,678.89

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/07/20 DUE DATE: 11/06/20 NAME: CITY OF FARGO
CUSTOMER NO: 198/294 TYPE: CA - COUNTY AUDITOR

REMIT AND MAKE CHECK PAYABLE TO:
CASS COUNTY FINANCE
211 9TH ST S
PO BOX 2806
FARGO ND 58108-2806
(701) 241-5606

TOTAL DUE: $160,678.89

MARSH & McLENNAN AGENCY

---------- I N V O I C E ----------

Metro Flood Diversion Authority
PO Box 2806
Fargo, ND 58108

Invoice Date 10/06/20
Invoice No. 1279882
Bill-To Code METROFLOOD
Client Code METROFLOOD
Inv Order No. 800*1592948

Named Insured: Metro Flood Diversion Authority

Amount Remitted: $

Please return this portion with your payment.

Make checks payable to: Marsh & McLennan Agency LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
10/03/20	10/03/20 to 10/03/21	North Dakota Insurance Reserve Fund Policy No. GL345502 *Renewal - CL General Liability	9,928.00
		General Liability - Annual Premium Payment by ACH/Wire: Routing #: - ACH: 071000039 - Wire: 026009593 Account #: 8188193262 Account Name: Marsh & McLennan Agency LLC Bank: Bank of America 2000 Clayton Road Concord, CA 94520-2425 Payment by credit card/eCheck: https://serviceapi.securfee.com/marshmma Third party fee will apply. Payment by check: Marsh & McLennan Agency 62886 Collection Center Drive Chicago, IL 60693-0628 Questions? Call: Fargo office 701-237-3311 Sioux Falls office 605-339-3874	

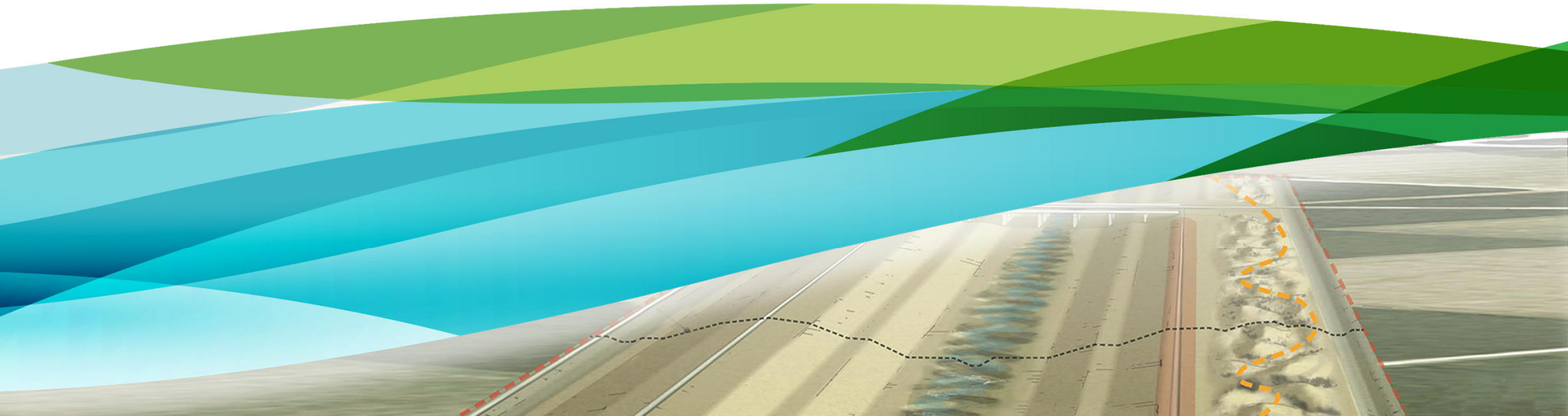
***Premiums Due and Payable on Effective Date**

SECTION BREAK

FM AREA DIVERSION PROJECT

Diversion Authority Board Meeting

Executive Director Report (Item 5)
October 22, 2020



October Happenings:

- ND State Water Commission Agreements
- Diversion Authority Communications Director
- P3 Updates
  - Ramping up for Draft 6 RFP submittal on November 13, 2020
- FY2021 Draft Cash Budget
- Survey going out to Finance Committee & Board Members
  - Let’s go paperless!

FM AREA DIVERSION PROJECT

SECTION BREAK

DocuSign Envelope ID: DDEF45E9-56DF-438C-8221-F72B9B52B57E

MEMORANDUM OF UNDERSTANDING

By and Between

METRO FLOOD DIVERSION AUTHORITY

and

DAKOTA CARRIER NETWORK

Dated as of September 14, 2020

Relating to:

Diversion Channel and Associated Infrastructure for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project

This instrument was drafted by:
Ohnstad Twichell, P.C. (TJL)
John T. Shockley
P.O. Box 458
West Fargo, North Dakota 58078

DocuSign Envelope ID: DDEF45E9-56DF-438C-8221-F72B9B52B57E

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DocuSign Envelope ID: DDEF45E9-56DF-438C-8221-F72B9B52B57E

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 2020 (hereinafter referred to as the "Effective Date"), by and between the Metro Flood Diversion Authority, a North Dakota political subdivision, whose post office address is P.O. Box 2806, Fargo, ND 58108-2806, and Dakota Carrier Network, whose post office address is 3901 Great Plains Drive, Fargo, ND 58108 (hereinafter referred to as the "Utility").

RECITALS

WHEREAS, the Metro Flood Diversion Authority is undertaking a Private Public Partnership (hereinafter referred to as the "P3") for the construction of the Diversion Channel and Associated Infrastructure; and

WHEREAS, the Utility has real property interests (hereinafter referred to as "Prior Property Interests") within the area generally described in Article III of this Memorandum of Understanding and further described in Exhibit 1; and

WHEREAS, it will be necessary for the Prior Property Interests to be relocated, protected, removed, or adjusted (hereinafter referred to as the "Utility Relocation Project") by either the Metro Flood Diversion Authority or Utility in coordination with construction of the Project; and

WHEREAS, the Utility and the Metro Flood Diversion Authority desire to set forth in writing their mutual understandings and to define the terms and conditions, and each party's rights and obligations in connection with the Utility Relocation Project; and

WHEREAS, this Memorandum of Understanding is only intended to bind the Parties in regard to the portion of the Comprehensive Project north of the Southern Embankment and shall have no implications for or binding power in regard to the Parties work, efforts, or relations in the Southern Embankment. The Parties interactions with one another in the Southern Embankment shall be governed by a separate agreement between the Parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby state as follows:

ARTICLE I.
DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized and bolded terms used and not otherwise defined herein shall have the meanings given to them in this **Memorandum of Understanding** and as defined in this Section unless a different meaning clearly applies from the context.

"Best Efforts" means acting in **Good Faith** and in accordance with generally accepted commercial practices, and using reasonable due diligence to undertake all action contemplated by this **Memorandum of Understanding**, in accordance with applicable federal and state laws, regulations, and rules; however, the obligation to use **Best Efforts** does not mean a duty to take action that would be in violation of applicable federal or state law.

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"Business Day(s)" means any day that is not a Saturday, a Sunday, or a public holiday under the laws of North Dakota.

"CCJWRD" means the Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, its successors and assigns.

"Comprehensive Project" means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo Moorhead Metropolitan Area Flood Risk Management, dated July 2011 and approved in accordance with the Chief's Report, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the U.S. Army Engineer, St. Paul, on September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019.

"Construction Documents Submittal" means the design submittal described in Article VII of this **Memorandum of Understanding**.

"SWDCAI" means the Storm Water Diversion Channel and Associated Infrastructure, portion of the **Comprehensive Project**, which is being procured by the **Metro Flood Diversion Authority** and includes, but is not limited to, the thirty (30) mile channel, outlet, river and drain inlets, road bridges, railroad bridges, aqueducts, utility relocations, and recreational features. The **SWDCAI** does not include the **SEAI**.

"Effective Date" means the date first written below.

"Excavated Material Berm" or **"EMB"** means a berm constructed from materials that have been excavated from within the **Project Footprint**.

"Final Design Submittal" means the design submittal described in Article VII of this **Memorandum of Understanding**.

"Good Faith" means observance of reasonable commercial standards of fair dealing in a given trade of business.

"Diversion Channel Line of Protection" means inflow design flood line of protection.

"LFC" means the low-flow channel constructed in the bottom section of the diversion channel from the diversion outlet to the diversion inlet structure with minimum low flow-rates of seven hundred twenty (720) cubic feet per second from the diversion outlet to the Rush River Inlet; four hundred seventy (470) cubic feet per second from the Rush River inlet to the Maple River aqueduct; and flow rates determined by the **P3 Developer** from the Maple River aqueduct to the diversion inlet structure.

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"Member Entities" means those entities—the City of Moorhead, the City of Fargo, Clay County, Cass County, and the CCJWRD—signing the Joint Powers Agreement Dated as of June 1, 2016, establishing and continuing a joint powers entity called the Metro Flood Diversion Authority.

"Memorandum of Understanding" means this **Memorandum of Understanding** by and between the **Metro Flood Diversion Authority** and Dakota Carrier Network.

"Metro Flood Diversion Authority" means the political subdivision created by the Joint Powers Agreement, effective June 1, 2016, by and between the City of Moorhead, a political subdivision of the State of Minnesota; the City of Fargo, a political subdivision of the State of North Dakota; Clay County, a political subdivision of the State of Minnesota; Cass County, a political subdivision of the State of North Dakota; and Cass County Joint Water Resource District, a political subdivision of the State of North Dakota and vested with the powers therein.

"Other Approvals" means all approvals and permits legally required to complete approved **Utility Adjustment Work**, including, but not limited to, construction permits and permits from the applicable water resource district.

"P3 Developer" means the private party or entity that enters into the **Project Agreement** whereby that party agrees to design and build the **Project**.

"Parties" means the entities to this **Memorandum of Understanding**, specifically the **Metro Flood Diversion Authority** and the **Utility**.

"Preliminary Design Submittal" means the design submittal described in Section 7.05(a) of this **Memorandum of Understanding**.

"Prior Property Interest(s)" means any property interest(s) owned by the **Utility** that the **Metro Flood Diversion Authority** deems necessary to **Relocate**.

"Project" means the design, construction, finance, operations, and maintenance of the **SWDCAI**.

"Project Agreement" means a Public-Private Partnership Agreement as authorized by Chapter 48-02.1 of the North Dakota Century Code, by and between the **Metro Flood Diversion Authority**, or one or more member entities authorized by the **Metro Flood Diversion Authority**, and a **P3 Developer** for design, construction, financing, operation and maintenance of the **Project**.

"Project Footprint" means the physical area within which the **SWDCAI** is contained.

"Project Property" means real property acquired for the **Project**, including, but not limited to, land, rights-of-way, easements, licenses, and leases.

"Project Substantial Completion" means the completion of all substantial completion conditions as outlined in the **Project Agreement** for the substantial completion of the **SWDCAI**.

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"Relocate" means providing a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad (excluding railroad bridges and approaches thereto required for construction of the **Comprehensive Project**), or public facility when such action is authorized in accordance with applicable legal principles of just compensation; or providing a functionally equivalent facility when such action is specifically provided for, and is identified as a **Relocation** in the authorizing legislation for the **Project** or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, rising, or replacement and attendant demolition of the affected facility or part thereof.

"Shop Drawings and Samples" means shop drawings, laying drawings, erection drawings, fabrication drawings, product information, catalog information, samples, mock-ups, plans, test procedures and results, descriptions of services, descriptions of specific means and methods and related documentation.

"Site" means the physical location at which any **Utility Adjustment Construction Work** or **Utility Adjustment Installation Work** is being done, has been done, or will be done as part of the **Utility Relocation Project**.

"Southern Embankment and Associated Infrastructure" or **"SEAI"** means the infrastructure consisting of the Diversion Inlet, Wild Rice and Red River Control Structure, associated road raises, earthen embankment and western tie-back levee.

"Supplemental Plan" means a plan submitted for approval pursuant to Article VII, in the event that **Undisclosed Prior Property Interests** are identified after one or more plans have already been approved pursuant to Article VII.

"**Undisclosed Prior Property Interests"** means **Prior Property Interests** not described in Section 3.02 of this **Memorandum of Understanding**.

"USACE" means the United States Army Corps of Engineers.

"Utility" means Dakota Carrier Network.

"Utility Adjustment" means each **Relocation** (temporary or permanent), abandonment, protection in place, removal (of previously abandoned utilities as well as of newly abandoned utilities), replacement, reinstallation, or modification of existing utilities necessary to accommodate construction, operation, maintenance or use of the **Project**. The **Utility Adjustment Work** for each crossing of the **Project** right-of-way by a utility that crosses the **Project** right-of-way more than once will be considered a separate **Utility Adjustment**. For any utility installed longitudinally within the **Project** right-of-way, the **Utility Adjustment Work** for each continuous segment of that utility located within the **Project** right-of-way will be considered a separate **Utility Adjustment**.

"Utility Adjustment Completion" means that the **Utility Adjustment Construction Work** for a **Utility Adjustment** is sufficiently complete in the opinion of the **Metro Flood Diversion Authority** and the **Utility**.

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"Utility Adjustment Construction Work" means all **Utility Adjustment Work** related to construction, but not including **Utility Adjustment Installation Work**.

"Utility Adjustment Design Work" means all **Utility Adjustment Work** related to design.

"Utility Adjustment Installation Work" means the installation or placement of **Utility** lines into infrastructure provided by the **Metro Flood Diversion Authority** as well as the splicing of **Utility** lines.

"Utility Adjustment Work" means all efforts and costs necessary to accomplish the required **Utility Adjustments**, including all coordination, **Utility Adjustment Design Work**, design review, permitting, **Utility Adjustment Construction Work**, **Utility Adjustment Installation Work,** inspection and maintenance of records, whether provided by **Metro Flood Diversion Authority** or by the **Utility**.

"Utility Relocation Project" means the process of acquiring **Project Property**, **Relocating** any **Prior Property Interests**, and all other steps necessary, as determined by the **Metro Flood Diversion Authority**, to prepare the **Project Property** for construction of the **Project**.

"Water Resource District Infrastructure" means any infrastructure or property right of any kind owned by or attributable to the Maple River Water Resource District, Southeast Cass Water Resource District, Rush River Water Resource District, North Cass Water Resource District, or the Cass County Joint Water Resource District.

Section 1.02 TERMS GENERALLY. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), (b) any reference herein to any person shall be construed to include any person's permitted successors and assigns, (c) the words "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this **Memorandum of Understanding** in its entirety and not to any particular provision hereof, and (d) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this **Memorandum of Understanding**.

Section 1.03 SURVIVAL OF TERMS. The terms of this **Memorandum of Understanding** shall survive through the thirty-year period following **Project Substantial Completion** and for successive ten-year terms until one of the **Parties** hereto terminates this **Memorandum of Understanding** as provided for herein. The provisions of Article X shall continue to bind the **Parties** for as long as **Utility** has property within the **Project Footprint**.

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Section 1.04 INTENT TO ASSIGN. **Utility** acknowledges the **Metro Flood Diversion Authority's** intent to assign certain rights and obligations under this **Memorandum of Understanding** to the **P3 Developer**, and hereby irrevocably waives any right to object to any such assignment.

ARTICLE II.
PURPOSE OF MEMORANDUM OF UNDERSTANDING

Section 2.01 PURPOSE. The purpose of this **Memorandum of Understanding** is to ensure a coordinated, time-efficient, and cost-effective process for completing the **Utility Relocation Project** and coordination of the operations and maintenance activities after completion of the **Utility Relocation Project**.

Section 2.02 COORDINATION BETWEEN ENGINEERS. The **Metro Flood Diversion Authority** and **Utility** are likely to employ the use of professional engineers in the analysis, design, and completion of designs, plans, and completion of work. Engineers employed by **Metro Flood Diversion Authority** and **Utility** shall maintain open lines of communication, coordinate, and collaborate with engineers employed by other parties described herein.

Section 2.03 COORDINATION WITH USACE. **Utility** shall not communicate directly with the **USACE** regarding any aspect of the **Comprehensive Project** or any other subject-matter referenced in, related to, or arising from this **Memorandum of Understanding**, without the prior written authorization of the **Metro Flood Diversion Authority**.

ARTICLE III.
REAL PROPERTY INTERESTS

Section 3.01 INTENT. It is the intent of the **Parties** hereto that all **Prior Property Interests** shall be identified herein. Specifically, **Prior Property Interests** shall be detailed in the table contained in Section 3.02 and further documented in the Exhibits to this **Memorandum of Understanding**.

Section 3.02 ACQUISITION OF PRIOR PROPERTY INTERESTS. The **Prior Property Interests** to be **Relocated** pursuant to the terms and conditions of this **Memorandum of Understanding** include, but are not limited to, the **Prior Property Interests** documented in Exhibit 1 and described in the table below:

Exhibit No.	Location (S-T-R)	Type	Preliminary Diversion Channel Station	Right-of-Way Document
1	03-139N-50W (south side of County RD-10)	Toll Fiber 12 ct Fiber	851+00	County Permit- June 1998
1A	25-139N-50W (County RD-8)	96ct Fiber	1171+00	County Permit

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Section 3.03 UNDISCLOSED PRIOR PROPERTY INTERESTS. If the **Metro Flood Diversion Authority**, for any reason, determines **Undisclosed Prior Property Interests** should be **Relocated**, such **Relocation** shall occur pursuant to the terms of this **Memorandum of Understanding**.

Section 3.04 DISCOVERY OF UNDISCLOSED PRIOR PROPERTY INTERESTS. **Undisclosed Prior Property Interests** identified for **Relocation** prior to request for submission of the first submittal required by Article VII shall be **Relocated** through the same process as if the **Undisclosed Prior Property Interests** were disclosed herein. A separate accounting and recording of costs shall be maintained for **Undisclosed Prior Property Interests** and **Prior Property Interests** disclosed herein. Should **Undisclosed Prior Property Interests** be identified after the submission of one or more submittals pursuant to Article VII, the **Utility** shall, within sixty (60) days of written notification of identifying **Undisclosed Prior Property Interests** to be **Relocated**, submit a **Supplemental Plan** meeting the requirements of Article VII, for the **Relocation** of **Undisclosed Prior Property Interests**. Each **Party** shall have the same rights and responsibilities as they would have if the **Supplemental Plan** were included in previously approved plans, as detailed in Article VII, unless explicitly provided otherwise herein. If the **Utility** fails to submit a **Supplemental Plan** for approval within sixty (60) calendar days, and **Metro Flood Diversion Authority** incurs any liquidated damages pursuant to the terms of the **Project Agreement**, and reasonably determines said liquidated damages arose in whole or in part, from **Utility's** failure, the **Utility** shall be responsible for and reimburse the **Metro Flood Diversion Authority** for the full amount of said liquidated damages.

Section 3.05 COOPERATION IN PLATTING. **Metro Flood Diversion Authority** intends to plat right-of-way acquired for **Project** purposes. **Utility** shall reasonably cooperate with said platting efforts if requested to do so by **Metro Flood Diversion Authority**.

ARTICLE IV.
RESPONSIBILITY FOR UNDISCLOSED PRIOR PROPERTY INTERESTS

Section 4.01 UTILITY RESPONSIBILITY. The **Utility** shall bear the costs of **Relocating** all **Undisclosed Prior Property Interests**.

Section 4.02 REQUESTS FOR RELIEF. Within thirty (30) calendar days of **Utility Adjustment Completion**, the **Utility** may file a written request for relief with the **Metro Flood Diversion Authority** requesting reimbursement or partial reimbursement for the costs of **Relocating Undisclosed Prior Property Interests**. This request for relief shall be a separate document from the cost report required by Article VII, but shall be submitted to the **Metro Flood Diversion Authority** in conjunction with the cost report required by Article VII. All requests for relief shall include an itemized list of costs, the total amount requested, and justification for **Utility's** failure to identify the **Undisclosed Prior Property Interest**. Requests for relief may be approved, approved in part and denied in part, or denied.

ARTICLE V.
RIGHT OF SITE ACCESS

Section 5.01 RIGHT OF SITE ACCESS. To ensure the **Metro Flood Diversion Authority** is able to proceed with construction of the **Project** in a timely and efficient manner, as well as to

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properly monitor and ensure proper completion of the **Utility Relocation Project**, the **Metro Flood Diversion Authority** shall have a right-of-way in, on, over, and across any and all **Sites** as well as the right to access, enter, and inspect any **Site**.

Section 5.02 NON-REVOCABLE RIGHT OF THE METRO FLOOD DIVERSION AUTHORITY. Nothing herein shall be construed as limiting or providing for the termination of the rights described herein as it pertains to the **Metro Flood Diversion Authority**.

Section 5.03 NO NOTICE REQUIRED. No notice shall be required for the **Metro Flood Diversion Authority** to exercise the rights described in this Article.

Section 5.04 DELAY FOR SAFETY PURPOSES. If the **Metro Flood Diversion Authority** attempts to exercise the rights described in this Article, but doing so would pose a safety hazard, the **Party** shall be kept from accessing, entering, or inspecting the **Site** in question only for as long as is reasonably required to make the **Site** safe for access, entry, and inspection, as determined by the **Party** desiring to access, enter, and inspect the **Site**.

Section 5.05 FAILURE TO ALLOW ACCESS, ENTRY, AND INSPECTION. Should any **Party** having authority to access, enter, and inspect a **Site** be denied access for more than twenty-four (24) hours, other than when the same **Party** deems such a delay appropriate under Section 5.04, and **Metro Flood Diversion Authority** incurs any liquidated damages pursuant to the terms of the **Project Agreement**, and reasonably determines said liquidated damages arose in whole or in part, from **Utility's** failure, the **Utility** shall be responsible for and reimburse the **Metro Flood Diversion Authority** for the full amount of said liquidated damages..

ARTICLE VI.
REQUIRED REPORTS

Section 6.01 REQUIRED REPORTS. The **Utility** shall prepare any reports, analysis, or other information and materials within the scope of utility infrastructure, the **Utility Relocation Project**, or the **Project**, as is requested by the **Metro Flood Diversion Authority**.

Section 6.02 DEADLINES. All reports, engineering analysis, and other information and materials requested by the **Metro Flood Diversion Authority** shall be provided before the expiration of a reasonable deadline determined by the **Metro Flood Diversion Authority**.

Section 6.03 FAILURE TO TIMELY PRODUCE. Should the **Utility** fail to produce any reports, analysis, or other information and materials requested of them by the **Metro Flood Diversion Authority**, and **Metro Flood Diversion Authority** incurs any liquidated damages pursuant to the terms of the **Project Agreement**, and reasonably determines said liquidated damages arose in whole or in part, from **Utility's** failure, the **Utility** shall be responsible for and reimburse the **Metro Flood Diversion Authority** for the full amount of said liquidated damages.

Section 6.04 APPEAL OF FEES ASSESSED. Within thirty (30) days of submitting requested information after the due date, the **Utility** may appeal the assessment of fees provided for in Section 6.03, by submitting a written appeal to the **Metro Flood Diversion Authority**. Within thirty (30) days of submission of a written appeal of assessed fees explaining the reasons for failure and other mitigating factors which the board should consider when deciding whether to waive the

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fee, the **Metro Flood Diversion Authority** shall, at its own discretion, approve or deny the appeal of assessed fees.

ARTICLE VII.

PERFORMANCE AND CONSTRUCTION

Section 7.01 UTILITY ADJUSTMENT DESIGN WORK. The **Utility Adjustment Design Work** shall be completed as follows:

a. Within thirty (30) days of request by the **Metro Flood Diversion Authority**, **Utility** shall provide technical specifications not in conflict with the terms of this **Memorandum of Understanding**, to be used when completing the **Utility Adjustment Design Work**.

b. The **Metro Flood Diversion Authority** shall incorporate the technical specifications provided by the **Utility** pursuant to this Section and submit the **Utility Adjustment Design Work** to the **Utility** as described in Section 7.05 of this **Memorandum of Understanding**.

c. Submittals developed pursuant to this **Memorandum of Understanding** may, in the **Metro Flood Diversion Authority's** sole discretion, detail individual Utility Adjustments or multiple Utility Adjustments.

Section 7.02 UTILITY ADJUSTMENT CONSTRUCTION AND INSTALLATION WORK. The **Metro Flood Diversion** Authority shall be responsible for the completion of all **Utility Adjustment Construction Work. T**he **Utility** shall complete all **Utility Adjustment Installation Work** prior to reasonable deadline provided to **Utility** by the **Metro Flood Diversion Authority**.

Section 7.03 ADDITIONAL RIGHT OF WAY. Should the **Utility** require additional right-of-way to complete the **Utility Relocation Project**, the **Utility** shall notify the **Metro Flood Diversion Authority** of said need as soon as reasonably possible after discovering the need. The **Metro Flood Diversion Authority** shall use its **Best Efforts** to acquire the necessary right-of-way, but shall not be responsible for any damages related to time delays associated with the acquisition of additional right-of-way. The **Utility** shall be responsible for the acquisition of any additional right-of-way needed to accommodate betterments. In the event the **Utility Relocation Project** directly or indirectly causes the **Utility** to acquire additional property interests, the **Utility** shall consult with **Metro Flood Diversion Authority** prior to determining the price at which they will offer to purchase said property interests. The **Utility** will only offer to purchase additional property interests at a price consented to by the **Metro Flood Diversion Authority**.

Section 7.04 TECHNICAL SPECIFICATIONS. The **Utility Relocation Project** must be designed according to the following:

a. Diversion Channel and Levee Crossings.

1. Depth – Determine the depth of the diversion channel, including **LFC**, and the elevation of the bottom of the **Diversion Channel Line of Protection** (i.e.,

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original ground minus stripping layer). Include an allowance for five (5) feet of erosion when determining the elevation of the utilities below the diversion channel or the **LFC**. Locate the top of the utility ten (10) feet below the eroded bottom of the diversion channel and the **LFC** and a minimum of fifteen (15) feet below the bottom of the lowest compacted fill layer for levees and the bottom of flood wall foundations (i.e., for **LFC**: design the **LFC** invert elevation with 5-foot erosion allowance, 10-foot cover). Place open cut utilities that are above the levee above the **Diversion Channel Line of Protection** elevation, including freeboard and overbuild.

2. Method of construction – Utilities may be directionally drilled or open cut unless otherwise indicated. Direct trenching of utilities using a plow type installation process and jack and bore installation are not permitted. When installed using an open cut, provide bedding and pipe zone using controlled low strength material (CLSM), except beneath the levee. Submit CLSM mix design and test batch results. Design and construct CLSM for fifty (50) to one hundred fifty (150) psi, 28-day compressive strength. Use material excavated for utility placement as backfill above the pipe zone, except as noted for the area under the levee. Compact backfill to a minimum of ninety-five percent (95%) of maximum dry density. For areas under the **Diversion Channel Line of Protection** (defined by the area between the extension of the levee side slopes to the depth of the utility, plus fifteen (15) feet in each direction), match the levee material in properties and installation requirements for backfill above the pipe zone.

3. Horizontal directional drilling – If horizontal directional drilling is used, follow the **USACE** *Guidelines for Installation of Utilities Beneath Corps of Engineers Levees Using Horizontal Directional Drilling.* For the diversion channel, conduct direction drilling in accordance with ASTM F1962. If the conditions of these drilling requirements conflict for work under the channel, the requirements of this Agreement apply. Do not locate pipe entry/exit locations (pits) within fifty (50) feet of the **Diversion Channel Line of Protection**. Fill the annulus between the borehole and casing or pipe with drilling fluid or other material.

4. Geotechnical calculations – Prepare and submit calculations to demonstrate that each utility line has adequate strength, flexibility, and slack to withstand the expected loading, rebound, and settlement beneath levees and other fills and that the selected depth accounts for rebound and settlement.

5. Design requirement – Design and construct utilities crossing the **Diversion Channel Line of Protection** in accordance with the following **USACE** publication. In the case of a conflict with stated requirements, design and construct in accordance with this Agreement.

    i. *Engineer Manual, EM 1110-2-1913, "Design and Construction of Levees*".

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b. Excavated Material Berms, local Drainage Ditch Crossings, and Other Areas.

1. Method of construction – Install utilities by directionally drilling or open cutting, unless otherwise indicated. Do not direct trench utilities using a plow type installation process. Do not install utilities by jack and bore process. When installed using an open cut, the bedding and pipe zone of utility lines can be backfilled with CLSM or the standard bedding and pipe zone material the **Utility** uses. Submit CLSM mix design and test batch results. Design and construct CLSM for fifty (50) to one hundred fifty (150) psi, 28-day compressive strength. Use material excavated for utility placement as backfill above the pipe zone. Compact backfill to a minimum ninety-five percent (95%) of maximum dry density. For directional drilling, conform to the requirements for crossing the diversion channel.

2. Depth – Design and construct utilities to the desired depth and accommodate the following:

    i. Stripping work areas of topsoil.

    ii. Heaving equipment loads.

    iii. Removal of **EMBs** in the future.

    iv. Except as indicted otherwise, construct the top of utilities a minimum of three and one-half feet (3.5) feet below the stripped surface and drainage ditch inverts.

3. Geotechnical calculations – Consider the expected loading, rebound, and settlement, as well as utility strength, flexibility, and slack in the design of **Relocations**.

c. Water Resource District Crossings. The relocation of **Utility** property and infrastructure pursuant to this **Memorandum of Understanding** shall also require a utility permit from the applicable Water Resource District if said **Relocation** includes locating **Utility** property or infrastructure above, beneath, or through **Water Resource District Infrastructure.** The **Utility** obtain the appropriate permit(s) from applicable water resource district(s) before final review and approval of the **Utility Adjustment Design Work.**

d. Other Requirements.

1. Grouting – Where horizontal directional drilling is used, grout the annular space between the borehole and the casing with cementitious grout for fifty (50) linear feet from the end of the casing or pipe at the entrance and exit pits. Inject grout into the annular space at multiple points around the circumference of the pipeline throughout this 50-foot length. Install baskets or other devices on the

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pipeline just beyond the 50-foot length to prevent the grout from flowing more deeply into the hole, but completely fill the annular space between the basket and the ground surface. Limit grout pressure to the mud pressure used for the directional drill.

2. Limit non-pressurized dry utilities buried under the **Diversion Channel Line of Protection** to those that can be installed inside a conduit or casing that is joined together continuously (welded, glued, or fused joints) and maintain sufficient strength to resist the tensile stresses imposed during pullback operations.

3. Casings are not required where the utility crosses above the **Diversion Channel Line of Protection**.

4. Unless installed using horizontal directional drilling, fill the annular space around dry utility cables on the inside of non-pressurized utility casings/conduits with grout or foamed concrete at least fifteen (15) feet beyond the area under the **Diversion Channel Line of Protection** (both sides).

5. Where horizontal directional drilling is used, seal the annular space between the casing and conduits on each end with a non-porous expanding foam. Rubber boots and expanding plugs are not acceptable.

6. Seal each end of the annular space between the conduit and cable. For spare conduits, seal each end of the conduit. Rubber boots and expanding plugs are not acceptable.

7. Crossing identification – Install four (4) color-coded fiberglass service line marker posts for underground utilities at each crossing point. Install the marker posts at the perimeter of the **Project** right-of-way and on the offset bench area (if any) between the diversion channel and the **EMB**. Use markers (length seventy-two (72) inches; width four (4) inches) to identify service lines and underground facilities. In addition, install one (1) color-coded fiberglass service-line marker post immediately adjacent to each buried appurtenance within the right-of-way.

8. Abandonment and removal - Remove abandoned fiber optic cables within the **Project Footprint**. The **Utility** shall have staff onsite for the removal of conduits to confirm that a line is decommissioned and can be removed.

Section 7.05 PROPOSALS AND PLANS. Anytime following execution of this **Memorandum of Understanding**, the **Metro Flood Diversion Authority** may submit to the **Utility,** for each **Utility Adjustment**, a **Preliminary Design Submittal**, a **Final Design Submittal**, and a **Construction Document Submittal** for review, comment and approval by the **Utility.**

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a. Preliminary Design Submittal. The **Metro Flood Diversion Authority** shall complete a **Preliminary Design Submittal** to a minimum of approximately thirty percent (30%) level of design completion and define the basis of design for all aspects of each **Utility Adjustment** of the **Utility Relocation Project**. The **Preliminary Design Submittal** shall include calculations demonstrating that the proposed configuration meets and satisfies the technical requirements contained herein. The **Preliminary Design Submittal** shall also provide sufficient detail to demonstrate compliance with all design and construction requirements as described herein. All of the following should also be included in the **Preliminary Design Submittal**:

1. A plan for completion of work on the **Utility Relocation Project**, including, but not limited to the intended sequence of work.

2. A schedule outlining construction, testing, outages, and start dates.

b. Final Design Submittal. The **Metro Flood Diversion Authority** shall complete a **Final Design Submittal** including, but not limited to, a completed design, an updated specifications content sheet, calculations verifying the design performance, geotechnical information, **Project** test and survey data, and all other related design and engineering reports, studies, and analyses. The **Final Design Submittal** shall also contain complete applicable technical specifications. In addition to the aforementioned information, the **Final Design Submittal** shall include:

1. **Utility** plan and profile alignments demonstrating conformance with the terms of this Section.

2. **Site** plans for the location of appurtenances and structures and **Utility** line markers.

3. When horizontal directional drilling is used, submittals and testing referenced in the design guidelines described or referenced in this **Memorandum of Understanding**.

4. Geotechnical calculations, as noted above.

c. Construction Documents Submittal. The **Metro Flood Diversion Authority** shall complete and provide a **Construction Documents Submittal**. The **Construction Documents Submittal** shall include the final plans for construction, the **Final Design Submittal**, the final specifications content sheet, calculations detailing design performance, geotechnical information, **Project** test and survey data, and other related design and engineering reports, studies, and analyses. The **Construction Documents Submittal** shall incorporate and address review comments from the **Final Design Submittal** and describe each change made since submission of the **Final Design Submittal**. Upon completion of the **Construction Documents Submittal**, the **Metro Flood Diversion Authority** shall sign and seal the contents of the **Construction Documents Submittal** as required by applicable laws.

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d. Review. The **Utility** shall complete a full review of each submittal and provide comments and/or approval as follows:

1. The **Utility's** review of submittals shall be restricted to a determination of whether the submittal complies with the specifications and requirements set forth in this **Memorandum of Understanding** and the performance specifications provided in the technical specifications submittal described in this Section.

2. The **Utility** shall complete a full review and provide comments on or approval of submittals within twenty (20) **Business Days** of the date on which the **Metro Flood Diversion Authority** provides a submittal. Should the **Utility** determine a submittal is not in compliance with the terms and specifications of this **Memorandum of Understanding**, and the **Metro Flood Diversion Authority** resubmits an amended submittal, the **Utility** shall review and respond to the amended submittal within ten (10) **Business Days**. The **Utility's** review of re-submittals shall be limited to portions of the resubmittal previously deemed uncompliant as well as any other portions of the resubmittal which have been amended or added since the initial submission. Should Utility fail to to provide comments or approval to any submittal by 5:00 pm central time on the date the the comment or approval is due, the submittal in question shall be deemed approved by Utility.

Section 7.06 FAILURE TO SUBMIT PLANS IN A TIMELY MANNER. Should the **Utility** fail to submit the technical specifications required by Section 7.01(i) before the applicable deadline, calendar days, and **Metro Flood Diversion Authority** incurs any liquidated damages pursuant to the terms of the **Project Agreement**, and reasonably determines said liquidated damages arose in whole or in part, from **Utility's** failure, the **Utility** shall be responsible for and reimburse the **Metro Flood Diversion Authority** for the full amount of said liquidated damages..

Section 7.07 INITIATION OF WORK. After the **Construction Document Submittal** has been approved, the **Metro Flood Diversion Authority** may begin the **Utility Adjustment Construction Work**.

Section 7.08 SHOP DRAWING AND SAMPLE SUBMITTALS. The **Utility** shall submit **Shop Drawings and Samples** that detail the **Utility Adjustment Construction Work** to be performed on the **Utility Relocation Project** within the **Project Footprint**. The **Metro Flood Diversion Authority** shall review the **Shop Drawings and Samples** in accordance with procedure and timelines in Section 7.05 for the review of design submittals.

Section 7.09 ADJUSTMENTS TO THE PROJECT. Should the planned route of the **SWDCAI** change in a material manner, the **Utility** and **Metro Flood Diversion Authority** shall immediately interface to adjust plans for the **Utility Relocation Project** as necessary.

Section 7.10 ADJUSTMENT TO THE UTILITY ADJUSTMENT WORK. Any changes or modifications to the **Construction Document Submittal** during construction that materially affect the performance or construction of the **Utility Adjustment Work** will be subject to written

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approval by the **Utility**. The **Metro Flood Diversion Authority** will submit the proposed changes or modifications to the **Utility** for review and approval. The **Utility** will provide approval or a written explanation of its specific objections to the changes or modifications as described in Section 7.05. **Utility** lines not required to be moved prior to the adjustment of **Construction Documents Submittal**, which need to be **Relocated** after changes are made to **Construction Documents Submittal** shall not be treated as **Undisclosed Prior Property Interests** for purposes of assigning responsibility for costs.

Section 7.11 INSPECTION. The **Utility** shall be responsible for inspection of all **Utility Adjustment Construction Work**; however, the **Metro Flood Diversion Authority** shall have concurrent rights of inspection.

Section 7.12 UTILITY COMPLETION. The **Metro Flood Diversion Authority** will provide the **Utility** with written notice of any anticipated **Utility Adjustment Completion** at least sixty (60) calendar days and fifteen (15) **Business Days** prior to the anticipated date for **Utility Adjustment Completion**. Within ten (10) **Business Days** of the anticipated date for **Utility Adjustment Completion**, the **Utility** and the **Metro Flood Diversion Authority** will conduct a final inspection of **Utility Adjustment Construction Work** to determine whether the **Utility Adjustment** meets the **Construction Documents Submittal** and any material changes or modifications made per Section 7.12 or 7.13. If the **Utility** finds the construction is not in conformance with the **Construction Documents Submittal** or any approved material changes or modifications, the **Utility** shall notify the **Metro Flood Diversion Authority** of such fact and the **Metro Flood Dviersion Authority** will correct such nonconformance and re-notify for inspection.

Section 7.13 RECORD DRAWINGS. The **Utility** shall provide location and depth of each new conduit at fifty (50) yard intervals using the North American Datum of 1983 (NAD83) (NSRS2007), North Dakota State Plane Coordinate System, South Zone and the North American Vertical Datum of 1988 (NAVD88) (GEOID09). The **Utility** shall coordinate with the **Metro Flood Diversion Authority** to document the **Utility Adjustment Construction Work** within the **Project Footprint**.

Section 7.14 THIRD PARTY CONTRACTORS. Should **Utility** engange any third-party contractor to fulfill, contribute to, or otherwise act in regard to an obligation assigned to **Utility** in this **Memorandum of Understanding**, **Utility** shall abide by all restrictions and requirements provided for Exhibit four to this **Memorandum of Understanding.**

Section 7.15 INVOICING REQUIREMENTS. All invoices provided to the **Metro Flood Diversion Authority** pursuant to or arising from this **Memorandum of Understanding** shall comply with invoicing requirements provided herein, including Exhibit three.

ARTICLE VIII.
REIMBURSEMENT OF COSTS

Section 8.01 NECESSITY TO KEEP COSTS LOW. The **Utility** and **Metro Flood Diversion Authority** each recognize the need to minimize the cost of the **Utility Relocation Project**, while seeking to maintain the same quality of service to the **Utility's** customer. The **Utility** and **Metro Flood Diversion Authority** shall be diligent in keeping costs as low as reasonably possible.

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Section 8.02 SUBMITTAL OF COST ESTIMATE. Following the submittal of a **Construction Documents Submittal**, the **Utility** shall submit a cost estimate for the **Utility Adjustment Work**. The **Metro Flood Diversion Authority** shall review and approve the cost estimate under the terms identified in Section 7.05(d).

Section 8.03 GENERALLY. The **Metro Flood Diversion Authority** shall reimburse **Utility** for all reasonable costs of the **Utility Relocation Project** approved pursuant to Section 8.02 and actually incurred, whether those costs are incurred by the **Utility** or **Metro Flood Diversion Authority** excluding the **Utility's** internal costs.

Section 8.04 WHEN REPORTED COSTS EXCEED ESTIMATES. If the costs reported pursuant to this Article exceed the aggregate cost approved pursuant to Article VII or appear to be unreasonable, the **Metro Flood Diversion Authority** may, within thirty (30) days of receipt of the itemized report, provide the **Utility** with written notice rejecting specific line items as excessive or unreasonable in relation to the costs approved pursuant to Article VII.

Section 8.05 APPEAL OF A DECISION TO REJECT COSTS. The **Utility** may appeal a decision rejecting any cost by providing the **Metro Flood Diversion Authority** written notice of the appeal and justification for its expenses within twenty (20) days of its receipt of the rejection notice.

Section 8.06 REIMBURSEMENT OF ACCEPTED COSTS. Within thirty (30) days of the determination of the **Metro Flood Diversion Authority's** full liability to the **Utility**, the **Metro Flood Diversion Authority** shall issue a single, full payment of the amount to be reimbursed to the **Utility**.

Section 8.07 BETTERMENTS. In no situation shall any **Party** other than the **Utility** be responsible for the costs and expenses of betterments installed during the **Utility Relocation Project**.

ARTICLE IX.
THIRD-PARTY BENEFICIARIES

Section 9.01 P3 DEVELOPER. The **Metro Flood Diversion Authority** and **Utility** specifically agree, acknowledge, and covenant that the **P3 Developer** selected to build the **SWDCAI** under the **Project Agreement** is an intended third-party beneficiary and may enforce the terms and conditions of this **Memorandum of Understanding**, including, but not limited to, securing a court judgment against the **Utility** to perform its obligations under this **Memorandum of Understanding**. Should the **Utility** fall into breach or default of this **Memorandum of Understanding**, the **Utility** shall indemnify and hold the **P3 Developer** and **Metro Flood Diversion Authority** harmless for any liability either **Party** incurs as a result of such breach or default. In addition to the foregoing, the **P3 Developer** shall have all other rights available to it at law or in equity, and all of the rights and remedies provided hereunder are deemed cumulative and not exclusive of any right or remedies. The **Metro Flood Diversion Authority** may assign any right, responsibility, or obligation assigned to it herein to the **P3 Developer**.

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ARTICLE X.
FUTURE RIGHTS AND RESPONSIBILITIES

Section 10.01 RIGHT-OF-WAY. Should the **Metro Flood Diversion Authority** deem it necessary for purpose of the **Utility Relocation Project**, the **Metro Flood Diversion Authority** shall grant the **Utility** a right-of-way below, above, and across its right of way so the **Utility** can properly maintain its facilities in the right-of-way, subject to the following restrictions and obligations:

a. Maintenance of Utility Property. Following completion of the **Utility Relocation Project**, the **Utility** shall be responsible for all maintenance of **Utility** property and associated infrastructure. The **Metro Flood Diversion Authority** shall maintain the vegetative cover within the **Project Footprint**.

b. Post-Construction Access. Following completion of the **Utility Relocation Project**, the **Utility** shall provide the **Metro Flood Diversion Authority** with seven (7) days' written notice of any maintenance it intends to do within the **Project Footprint**.

c. Approval for Ground Disturbing Maintenance or Repairs. The **Utility** must submit and obtain approval for any and all plans for maintenance or repair that requires the ground with the **Project Footprint** to be disturbed, from the **Metro Flood Diversion Authority**.

d. Clean Up. The **Utility** shall ensure that after any maintenance or repairs to **Utility** Property, the ground within the **Project Footprint** is returned to the state in which it existed prior to the maintenance or repair that caused the ground within the **Project Footprint** to be disturbed.

e. Metro Flood Diversion Authority Access. In the event that **Utility** property malfunctions, destructs, or otherwise begins to cause on-going damage to the **SWDCAI**, the **Metro Flood Diversion Authority** shall have the authority to access the damage-causing **Utility** property and take any action necessary to stop on-going damage to the **SWDCAI**.

f. Access. The **Metro Flood Diversion Authority** shall have unrestricted access in, over, and across the right-of-way.

g. Damage to the SWDCAI. Should **Utility** property malfunction, deconstruct, or otherwise cause damage to the **SWDCAI**, the **Utility** shall take immediate action to stop on-going damage to the **SWDCAI** and repair all damage that occurs.

h. Abandonment. Should the **Utility** abandon or remove a utility line within the easement and fail to replace the line within three (3) years of removal, the **Utility** shall forfeit and extinguish said easement.

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Section 10.02 USE OF EXISTING EASEMENT. In the event **Utility** property is **Relocated** within the **Utility's** currently-existing easement or right-of-way, the **Utility** shall be bound to exercise its rights under said easement, subject to the requirements and obligations contained in this Article. The requirements of this Article shall survive so long as the **Utility** has property located within the **Project Footprint**.

Section 10.03 RECORD KEEPING. The **Utility** shall maintain or cause to be maintained (by way of contract and enforcement of such contract) a complete set of records detailing all costs it incurs in the **Utility Relocation Project**, in accordance with the recordkeeping and audit requirements of this **Memorandum of Understanding** and the laws of North Dakota.

Section 10.04 FUTURE PERMITS. Should the **Utility** file a formal permit application pertaining to the **Utility** line **Relocated** pursuant to this **Memorandum of Understanding**, with the **Metro Flood Diversion Authority** after the **Effective Date**, the **Metro Flood Diversion Authority** shall grant, at no cost to the **Utility**, the permit application so long as the permit application meets all reasonable requirements listed in the instructions to said permit application and the proposed crossing would not unreasonably risk harm to the **SWDCAI** or interfere with other facilities already contained within the **Project Footprint,** as determined by the **Metro Flood Diversion Authority**. Should an existing **Utility** line be modified in the future, the **Metro Flood Diversion Authority**, in its sole discretion, shall determine whether the modification is allowable under a previously existing permit or whether the modification is significant enough in its nature or effect to require the **Utility** to apply for a new permit.

ARTICLE XI.
DISPUTES WITH CONTRACTORS AND OTHER THIRD PARTIES

Section 11.01 COORDINATION. The **Parties** shall coordinate with respect to any dispute with third parties. Such coordination shall include any potential or ongoing litigation.

ARTICLE XII.
DISPUTES AMONG THE UTILITY, P3 DEVELOPER, AND METRO FLOOD DIVERSION AUTHORITY

Section 12.01 INTENT AND PROCEDURE. The **Utility** and the **Metro Flood Diversion Authority** shall use their **Best Efforts** to ensure that the provisions of this **Memorandum of Understanding** are fulfilled. The **Parties** agree to act in **Good Faith** to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this **Memorandum of Understanding**. If disputes cannot be resolved informally by the **Parties** or under other, situation-specific dispute resolution mechanisms contained herein, the following procedure shall be used.

Section 12.02 MEDIATION. If there is a failure between the **Parties** to resolve a dispute on their own, the **Parties** shall first attempt to mediate the dispute. The **Parties** shall agree upon a single mediator or, if they cannot agree, shall obtain a list of court-appointed mediators from the Cass County District Court Administrator and select a mediator by alternately striking names until

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one remains. The **Metro Flood Diversion Authority** shall strike the first name, followed by the **Utility**, in that recurring order until one name remains.

Section 12.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the **Parties** may litigate the matter.

Section 12.04 LEGAL FEES. Each **Party** will be responsible for their own attorney's fees in connection with a dispute under this Article.

Section 12.05 WAIVER OF JURY TRIAL. THE **PARTIES** HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS **MEMORANDUM OF UNDERSTANDING**, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH THIS **MEMORANDUM OF UNDERSTANDING**, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY **PARTY** HERETO RELATING TO THIS **MEMORANDUM OF UNDERSTANDING**. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL MEMBER ENTITIES ENTERING INTO THIS **MEMORANDUM OF UNDERSTANDING**. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE **UTILITY** AND **METRO FLOOD DIVERSION AUTHORITY** ARISING OUT OF OR RELATED TO THIS **MEMORANDUM OF UNDERSTANDING** AND DOES NOT APPLY TO THIRD-PARTY CLAIMS OR SUITS BY OR ON BEHALF OF THE **PARTIES** FOR **PROJECT PROPERTY** ACQUISITION AND/OR CONSTRUCTION CONTRACT CLAIMS AND DEFENSES.

ARTICLE XIII.
USE OF EMINENT DOMAIN

Section 13.01 EMINENT DOMAIN. Nothing in this **Memorandum of Understanding** shall be construed as limiting the **Metro Flood Diversion Authority's**, or its member entities', ability to exercise its powers of eminent domain.

Section 13.02 NULLIFICATION BY EMINENT DOMAIN. Should the **Metro Flood Diversion Authority** initiate eminent domain proceedings to accomplish the goals of the **Utility Relocation Project**, the terms of this **Memorandum of Understanding** shall be null and void at the option of the **Metro Flood Diversion Authority**.

Section 13.03 NULLIFICATION AFTER COSTS INCURRED. Should the terms of this **Memorandum of Understanding** be nullified under Section 13.02, after plans and proposals described in Section 7.05 have been approved as required by Article VII, the **Utility** shall, within thirty (30) days of being served with notice of the eminent domain proceeding, submit a report of its costs to the **P3 Developer** in the same manner it would have submitted a report of costs pursuant to Article VII had the **Utility Relocation Project** been completed.

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ARTICLE XIV.
MISCELLANEOUS

Section 14.01 NOTICE. All notices under the **Memorandum of Understanding** will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

a. All notices to the **Metro Flood Diversion Authority**, including **Project** correspondence, submittals, and samples, will be marked as regarding the **Project** and will be delivered to the following address or as otherwise directed by the **Metro Flood Diversion Authority's** authorized representative:

Jacobs Engineering Group, Inc.
64 4th Street North, Suite 300
Fargo, North Dakota 58102

b. All legal notices to the **Metro Flood Diversion Authority**, in addition to being provided to the **Metro Flood Diversion Authority's** representative as provided above, will also be provided to the Executive Director at the following address or as otherwise directed by the **Metro Flood Diversion Authority's** representative:

Metro Flood Diversion Authority
Attention: Executive Director
207 4th Street N. Suite A
Fargo, North Dakota 58102

And

APInvoicesFMDiv@jacobs.com
PaulsenJ@FMDiversion.gov

c. All notices to the **Utility** will be marked as regarding the **Project** and will be delivered to the following address or as otherwise directed by the **Utility's** authorized representative:

Dakota Carrier Network
3901 Great Plains Drive
Fargo, North Dakota 58108

d. Notices will be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. Central Time and all other notices received after 5:00 p.m. Central Time will be deemed received on the first **Business Day** following delivery.

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Section 14.02 WORKERS' COMPENSATION. Each **Party** shall be responsible for injuries or deaths of its own personnel. Each **Party** will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this **Memorandum of Understanding**. Notwithstanding any other provision of this **Memorandum of Understanding**, each **Party** waives the right to pursue a legal action against one of the other **Parties** for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries are caused wholly or partially by the negligence of any other **Party** or its officers, employees, or volunteers.

Section 14.03 INSURANCE. The **Utility** shall list the **Metro Flood Diversion Authority**, **CCJWRD**, and **P3 Developer** as additional insureds on any insurance policy obtained in connection with the **Utility Relocation Project**. No **Utility Adjustment Work** may be done until a certificate of insurance listing the aforementioned entities as additional insureds is produced. An additional insured shall be given notice at least thirty (30) days before an insurance policy on which it is an additional insured is canceled or allowed to expire. In the event that the policy is terminated for any reason and notice has not been previously given to the additional insureds, the formerly insured shall give notice to the additional insureds as soon as is reasonably possible. The **Utility** shall obtain a general liability insurance policy providing no less than two million dollars ($2,000,000) of coverage in connection with the **Utility Relocation Project**.

Section 14.04 INDEMNIFICATION. The **Utility** shall indemnify and hold harmless the **Metro Flood Diversion Authority**, its member entities, and directors, officers, employees, and agents harmless against any and all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including attorney's fees), which arise out of, relate to or result from any act or omission of the **Utility** or failure of **Utility's** facilities or property.

Section 14.05 RELATIONSHIPS CREATED. The **Parties** agree this **Memorandum of Understanding** does not create any agency, partnership, joint venture, or any other relationship between the **Parties** and that the **Utility** is solely responsible for its own actions or omissions.

Section 14.06 GOVERNING LAW. This **Memorandum of Understanding** shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this **Memorandum of Understanding** shall be venued in Cass County in the State of North Dakota, and the **Parties** waive any objection to personal jurisdiction.

Section 14.07 CONFLICT. In the event of a conflict between this **Memorandum of Understanding** and any other agreement, this **Memorandum of Understanding** shall control and govern the relocation of **Utility** infrastructure, lines, and property for purproses of the **SWDCAI**, but not the relocation of **Utility** infrastructure, lines, and property for purposes of the **SEAI**.

Section 14.08 SEVERABILITY. Each provision, section, sentence, clause, phrase, and word of this **Memorandum of Understanding** is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this **Memorandum of Understanding**.

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Section 14.09 MODIFICATIONS. Any modifications or amendments to this **Memorandum** must be in writing and signed by both **Parties** to this **Memorandum of Understanding**.

Section 14.10 BINDING EFFECT. This **Memorandum of Understanding** shall be binding upon and inure to the benefit of the **Parties** hereto and their respective personal representatives, successors, and assigns.

Section 14.11 REPRESENTATION. The **Parties**, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this **Memorandum of Understanding**, and agree they have not been influenced by any representations or statements made by any other parties.

Section 14.12 HEADINGS. Headings in this **Memorandum of Understanding** are for convenience only and will not be used to interpret or construe its provisions.

Section 14.13 COUNTERPARTS. This **Memorandum of Understanding** may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the **Parties** and delivered to the other **Party**.

Section 14.14 REPRESENTATION OF AUTHORITY. Each **Party** signing this **Memorandum** represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this **Memorandum of Understanding** and that the **Memorandum of Understanding** is a valid and legal agreement binding on such **Party** and enforceable in accordance with its terms.

Section 14.15 FEES. The fees provided for herein shall not be interpreted or deemed to be the **Metro Flood Diversion Authority's** sole source of recovery for damages in any way arising from or related to **Utility's** delay, actions, or failure to act. The **Metro Flood Diversion Authority** shall have all remedies available to it at law in addition to any fees paid to the **Metro Flood Diversion Authority** by **Utility** pursuant to this **Memorandum of Understanding**.

Section 14.16 ELECTRONIC SIGNATURES. The parties acknowleged and agree that this **Memorandum of Understanding** may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

Section 14.17 FEDERAL LOBBYING RESTRICTIONS**.** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for US EPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, **Utility** shall complete and submit to the **Metro Flood Diversion Authority** the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34, which are attached as Exhibits to this Agreement. **Utility** shall also require all subcontractors and

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suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

Section 14.18 DEBARMENT AND SUSPENSION. **Utility** certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Project. Suspension and debarment information can be accessed at http://www.sam.gov. **Utility** represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement. Upon award of this contract, **Utility** shall complete and submit to the **Metro Flood Diversion Authority** the federal certification form regarding debarment and suspension, which is attached as an Exhibit to this agreement.

Section 14.19 CIVIL RIGHTS OBLIGATIONS**. Utility** shall comply with the following, federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
c. The Age Discrimination Act of 1975, which prohibits age discrimination.
d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
e. 40 CFR Part 7, as it relates to the foregoing.
f. Executive Order No. 11246.

Section 14.20 CERTIFICATION. **Utility** shall complete and submit to the **Metro Flood Diversion Authority** the federal certification form regarding civil rights, which is attached as an Exhibit to this agreement.

Section 14.21 TERMINATION. This **Memorandum of Understanding** may be terminated by the **Metro Flood Diversion Authority**, at any time and for any reason with three (3) calendar days written notice to **Utility**.

(Signatures appear on the following pages.)

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IN WITNESS WHEREOF, the Parties executed this Memorandum of Understanding on the date first written above.

METRO FLOOD DIVERSION AUTHORITY

BY: _____
Timothy J. Mahoney, Chair

BY: _____
Heather Worden, Secretary

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DAKOTA CARRIER NETWORK

BY: [redacted]

Its: [redacted]

BY: _____

Its: _____

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EXHIBIT 1
RIGHT-OF-WAY DOCUMENTS

CASS COUNTY HIGHWAY DEPARTMENT
UTILITY PERMIT

Dakota Carrier Network, LLC

Applicants Name — Company

THE APPLICANT is hereby granted permission to install and maintain the following described facilities on highway right of way, as shown on the plans attached hereto and made a part hereof:

INSTALLATION AND MAINTENANCE: Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:

(1). Within thirty (30) days after construction, maintenance, relocation or removal of said facilities, any right of way scars shall be removed and disturbed areas restored to original condition and reseeded. The area will be maintained by the applicant or a period of one (1) year from the date of completion.

(2). The utility shall be placed at a minimum depth of 42 inches below the ditch elevation within 75 feet of the centerline of the road.

(3). The utility shall be placed under all County roads by means of pipe, pushed at a minimum depth of 42 inches under the road surface.

(4). Marker posts shall be installed on all crossings on the right of way line or farther from the centerline of the road.

TERMS AND CONDITIONS: Installation and maintenance of said facilities on highway right of way shall be subject to the following terms and conditions:

(A). Installation, maintenance, relocation and removal of said facilities on highway right of way shall be done in a manner satisfactory to the Board of County Commissioners.

(B). The County shall not be liable for damage to said facilities resulting from reconstruction or maintenance of the highway. Applicant shall hold the County harmless for injury to persons or damage to property resulting from the location of said facilities on highway right of way.

(C). Applicant shall repair or replace highway structures and appurtenances and any existing facilities located on, over or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.

(D). Applicant shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to so do by the Board of County Commissioners.

Applicant hereby agrees to the above terms and conditions and when this application is signed by both the applicant and the County, it shall become a permit to do the work herein described.

Cass County Highway 10
County Highway Number

T140N, R49, 50, 51, 52W
Township

See Attached Map
Sections

Applicant Signature

Network Engineer.
Title

Cass County Engineer

6/4/98
Date Approved

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Kadrmas
Lee &
Jackson
Consulting Engineers
and Surveyors

GENE JACKSON, P.E. - L.S.
NILES HUSHKA, P.E.
BARRY SCHUCHARD, P.E.
DUANE WAMRE, L.S.
GEORGE MAY, L.S.
Roger O. Lee, P.E. - L.S. (Retired)

June 3, 1998

RECEIVED
JUN - 4 1998

Mr. Keith Berndt
Cass County Highway Department
1201 West Main
PO Box 698
West Fargo, ND 58078-0698

Re: Arthur to Fargo Telecommunications Cable Route

Dear Mr. Berndt:

Dakota Carrier Network has scheduled a telecommunications cable project to start in June 1998 and be completed by the end of July 1998. The total route will extend telecommunication cable from Arthur to Fargo.

Attached, please find the Cass County Department Utility Permit, for the section from Casselton to Fargo (Sheyenne River), for your review. Also, attached is a reference map and individual plan maps of the route. If this permit meets your approval, please sign and return it to our office.

If you have any questions or comments, please feel free to contact me at your convenience.

Sincerely,

Steve Saunders

Steve Saunders, PE
Project Engineer

ka

file: 1998102

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EXHIBIT 1A
RIGHT-OF-WAY DOCUMENTS

UTILITY PERMIT APPLICATION

CASS COUNTY GOVERNMENT

Highway Department
1201 Main Avenue West
West Fargo, ND 58078
www.casscountynd.gov
Phone: 701-298-2370
Fax: 701-298-2395

Please Print or Type

Instructions: Complete all questions that apply, sign, attach necessary documents, and submit to the Cass County Highway Department, along with a nonrefundable application fee in the amount of $50. Submit an application and fee for each permit requested.

Applicant (Owner of Facility)	Applicant's Representative (Consultant/Engineer/Contractor)
Dakota Carrier Network	Michael Mack
Address: 3901 Great Plains Drive S.	Address: 3901 Great Plains Drive S.
City, State Zip: Fargo, ND 58104	City, State Zip: Fargo, ND 58104
Phone: 701-364-1305	Phone: 701-361-0581
Email Address:	Email Address: mmack@dakotacarrier.com

Type of Facility Requested

- ☐ Open Trenching
- ☒ Boring or Jacking
- ☐ Repair
- ☐ Other (Describe) _____

Please attach a plan showing the location(s) of proposed facilities. Include dimensions from existing roads and other permanent structures. Include size and location of boring/jacking pits, appurtenances, and other pertinent information that will aid in the permit approval. The size of the plan should preferably be 8½ x 11.

Address, City, State Zip of Property to be Served by Permit (if applicable):

On what county highway are you requesting the utility?	Section-Township-Range	What side of the highway?	
8	25-139-50	☒ N ☐ S ☐ E ☐ W	☒ Along ☐ Across

Description of proposed work: Directional Bore 1-1.25" Duct through property at 4.5 Ft. deep.

Estimated Project Start Date	Estimated Project Completion Date
6-30-16	7-1-16

By signing below, the Applicant agrees to perform all work in accordance with this Permit and to indemnify and hold harmless the County, its officers, and employees from all liability, judgments, costs, expenses, and claims growing out of damages, or alleged damages, of any nature whatsoever, to any person or property arising out of performance or nonperformance of said work, or the existence of said utilities.

Applicant Signature — Date: 6-28-16

Upon approval and issuance of the permit, the Applicant is hereby granted permission to install and maintain the utilities applied for as shown on the plans attached hereto and made a part hereof, as per the Estimated Project Start Date, within the deeded right of way or easement or will obtain proper easements via the landowner.

Authorized Highway Department Signature — Date: 6/29/16

https://www.casscountynd.gov/county/departments/highway/Documents/Permits/Restrictions/Utility Permit 2016.docx 2/18/2016

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TERMS AND CONDITIONS: Installation and maintenance of said utilities on highway right of way shall be subject to the following terms and conditions:

1. Installation, maintenance, relocation, and removal of said utilities on highway right of way shall be done in a manner satisfactory to the Board of County Commissioners or County Engineer.
2. No work under this application is to be started until the application is approved and the permit is issued.
3. Where work on or near the traveled roadway is necessary, proper signs, channelizing devices, warning lights, and barricades must be erected to protect traffic, employees, and pedestrians. All traffic control devices and methods shall conform to the Manual on Uniform Traffic Control Devises.
4. No foreign material such as dirt, gravel, or bituminous material shall be deposited or left on the road during the construction or installation said facilities.
5. Roadside must be cleaned up after work is completed.
6. Proper erosion control and sedimentation devices shall be used.
7. Surfacing may be omitted on field entrances if so specified in the application.
8. The Applicant shall repair or replace highway structures, appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said utilities on highway right of way.
9. Applicant shall promptly remove said utilities from highway right of way, shall relocate, or adjust said utilities, at its sole cost and expense when requested to so do by the Board of County Commissioners.
10. The Applicant is responsible for obtaining all utility locates prior to beginning any work within the highway right of way.
11. The Applicant shall be required to wear an ANSI/ISEA 107-2004 Class II high visibility garment while within the highway right of way as per the requirements of 23 CFR 634.
12. The County shall not be liable for damage to said utilities resulting from reconstruction or maintenance of the highway.
13. Within thirty (30) days after construction, maintenance, relocation, or removal of said utilities, any right of way scars shall be removed and disturbed areas shall be seeded and restored to original conditions. The area will be maintained by the Applicant for a period of one (1) year from the date of final inspection.
14. The utility shall be placed at a minimum depth of forty-two (42) inches below the ditch elevation and/or culvert within one hundred (100) feet from the centerline of the County Highway.
15. The utility shall be placed under all County Highways by means of casing pipe or boring at a minimum depth of forty-two (42) inches under the road surface or below the lowest ditch elevation. No open cuts allowed 42 inches below any culvert.
16. Marker posts shall be installed on all crossings on the right of way line or farther from the centerline of the road.
17. After construction is completed, the Applicant shall notify the Cass County Highway Department that the work is completed and is ready for final inspection.
18. No construction shall be considered complete until checked and approved by the County Highway Department. The applicant will notified of any deficiencies. Failure to complete the repairs will cause the applicant to be liable to the County for the cost of the repairs, as outlined in Ordinance #2015-2 and NDCC § 24-05-23.

OFFICE USE ONLY		
Application Fee Received:	Amount $ 50.00	Date: 6-28-16
Approved Permit Sent to Applicant:	Date: 6-29-16 LS	
Notification Received From Applicant that work is complete:	Date:	
Final Inspection Completed By:		Date:
Final Inspection Approved:	☐ Yes ☐ No	
Comments: Easement, Michael has talked to "Mr. Cosette" Land owner		

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EXHIBIT 2
MAP

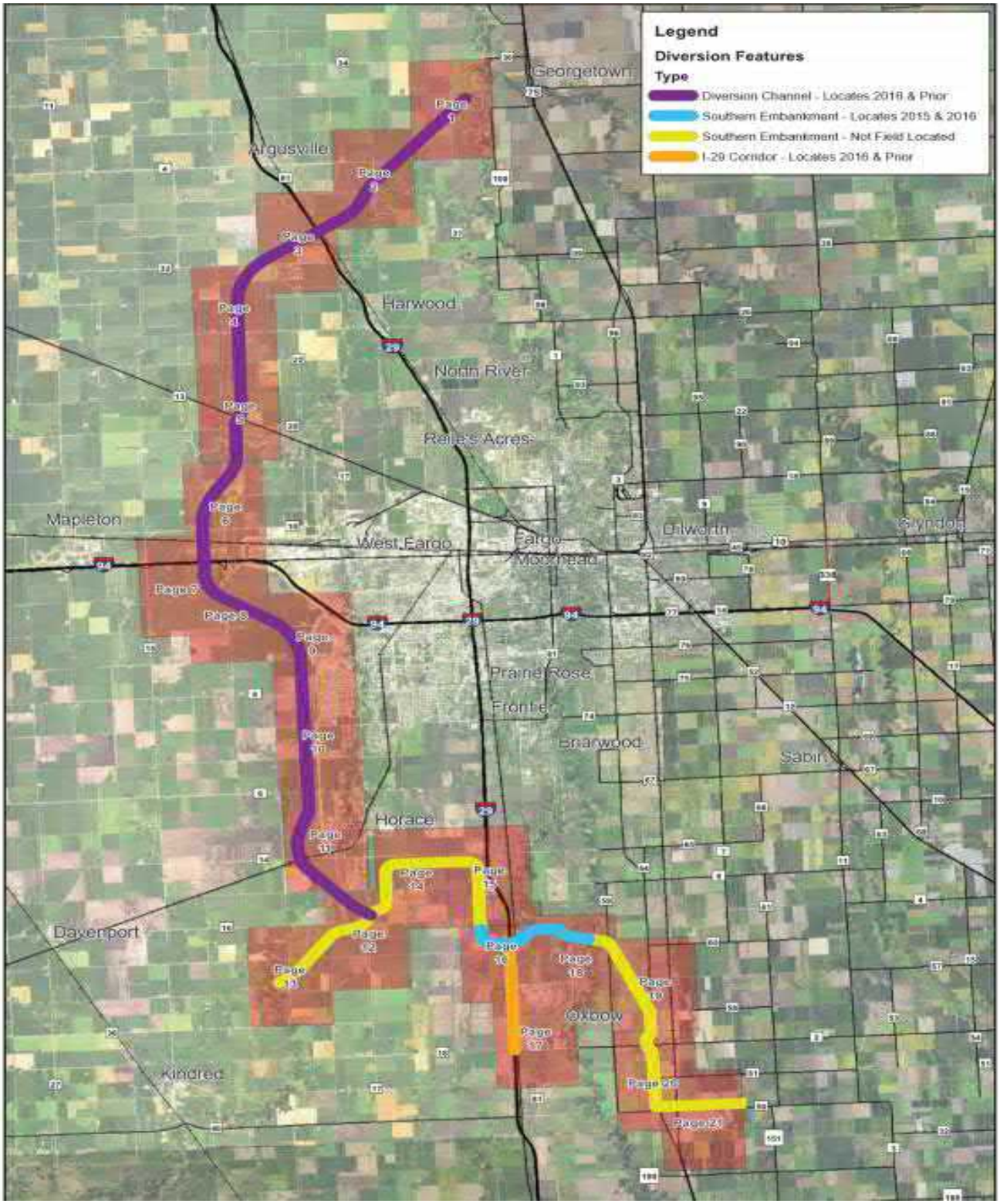

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EXHIBIT 3
AUTHORITY INVOICING REQUIREMENTS

In addition to any requirements set forth in the **Memorandum of Understanding**, **Utility** shall submit copies of each invoice to:

PaulsenJ@FMDiversion.gov and APInvoicesFMDiv@jacobs.com

Utility's invoices must be detailed and precise, clearly detailing each fee and expense for the amounts due on a line item basis and include at least the following information:

i. **Utility**'s name and address;

ii. **Utility**'s federal employer identification number;

iii. Unique invoice number;

iv. Billing period;

v. Description of each activity performed for each day in which services were performed;

vi. Work order number associated with each activity;

vii. Name, billing rate, and hours worked by each person involved in each activity;

viii. Total amount of fees and costs "billed to date," include the preceding months;

ix. Preferred remittance address, if different from the address on the invoice's coversheet; and

x. All of the work performed during that billing period.

Reimbursement does not imply acceptance of services nor that the invoice is accurate. In the event **Utility** discovers an error in the amount of reimbursement following the receipt of payment, **Utility** must provide written notice of the overpayment to **Metro Flood Diversion Authority,** and credit any payment in error from any reimbursement that is due or that may become due to **Utility** under this **Memorandum of Understanding** or return the overpayment to **Metro Flood Diversion Authority** within thirty (30) calendar days of the identification of the error.

And any other information referenced within the Memorandum of Understanding. In the event of a conflict between these invoicing requirements and the **Memorandum of Understanding,** the **Memorandum of Understanding** shall control.

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EXHIBIT 4
FEDERAL CERTIFICATION FORMS
CERTIFICATION REGARDING FEDERAL LOBBYING

The undersigned certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in any award documents for any of its subcontractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract with the Authority. By executing this certificate the undersigned agrees and acknowledges that he/she has been duly authorized to execute this certificate.

Company/
Entity Name: _____

Signed: _____

Its: _____

Date: _____

PLEASE RETURN TO:

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

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

(1) The official representative of the party contracting with the Metro Flood Diversion Authority certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions, including contracts (Federal, State, or local) terminated for cause or default.

(e) Are not presently debarred, suspended, declared ineligible or voluntarily excluded from performing work for the State of North Dakota, the State of Minnesota, the Metro Flood Diversion Authority or any of its Member Entities.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

(3) The Official signing this certificate has been and is duly authorized to sign this certificate on behalf of the entity or entities which intend to enter into a contract with the Metro Flood Diversion Authority.

Official Business Name _____

Date: _____

By: _____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative

PLEASE RETURN TO:
Metro Flood Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

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INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective contracting party is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contracting party shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Metro Flood Diversion Authority's (the "Authority") determination whether to enter into this transaction. However, failure of the prospective contracting party to furnish a certification or an explanation shall disqualify such person from entering into contracts with the Authority.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Authority determined to enter into a contract with the prospective contracting party. In order to qualify for participation in the U.S. EPA WIFIA program the Authority is required to obtain this certification. If it is later determined that the prospective contracting party knowingly rendered an erroneous certification, in addition to other remedies available to both the Authority and the Federal Government, the Authority may terminate this transaction for cause or default.

4. The prospective contracting party shall provide immediate written notice to the Authority to which this Certificate is submitted if at any time the prospective contracting party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Authority for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective contracting party agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.

7. The prospective contracting party further agrees by submitting this certification that it will require a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," from all sub-contractors without

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modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A contracting party in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contracting party may decide the method and frequency by which it determines the ineligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contracting party is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a contracting party in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may terminate this transaction for cause or default.

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ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 13 OF THE FEDERAL WATER POLLUTION CONTROL ACT AMENDMENTS OF 1972, 40 CFR PART 7, AND EXECUTIVE ORDER NO. 11246

The undersigned provides this assurance for the purpose of entering into a contract with the Metro Flood Diversion Authority (Authority) related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Project), which is receiving federal financial assistance. Specifically, the US EPA WIFIA Program requires this assurance of all contractors and subcontractors providing services for the Project.

The undersigned assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin including limited English proficiency (LEP);
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against persons with disabilities;
3. The Age Discrimination Act of 1975, as amended, which prohibits age discrimination;
4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex;
5. 40 CFR Part 7, as it relates to the foregoing; and
6. Executive Order No. 11246.

The undersigned understands that this Assurance is binding on the undersigned, its successors, transferees, and assignees at any time during which federal financial assistance is provided to the Project. The undersigned will ensure that all contractors, subcontractors, or others with whom it arranges to provide services or benefits are not discriminating in violation of items 1-6. Otherwise, the contracts for services can be terminated for cause and the undersigned can be declared ineligible to contract for the Project.

By signing this form, the undersigned is agreeing to the above provisions and that he/she is duly authorized to execute this form.

Signature of Authorized Official	Title
Print Name	Name of Institution or Agency
Date	Street

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City, State, Zip Code

Office Email Address

PLEASE RETURN TO:

Metro Flood Diversion Authority
P.O. Box 2806

Fargo, ND 58108-2806

SECTION BREAK

FM Diversion Project Informational Points

Current as of October 12, 2020

Permanent, Reliable Flood Protection

Contents

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USACE Construction (Southern Embankment and Associated Infrastructure) 2
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Construction

P3 Construction (Diversion Channel and Associated Infrastructure)

- The Diversion Authority will contract with a P3 Developer for construction of the Diversion Channel and Associated Infrastructure, including bridges and aqueduct structures.
- P3 bids are expected to be received in the spring of 2021.
- Completion of the P3 construction is expected in 2027.
- P3 Construction encourages design innovation and will deliver the project faster and more efficiently by apportioning risk to the entity best positioned to manage it.

USACE Construction (Southern Embankment and Associated Infrastructure)

- USACE is responsible for construction of the Southern Embankment and Associated Infrastructure, which includes the earthen embankment, Wild Rice and Red River Control Structures, Diversion Inlet, and tie back levees.
- USACE is currently progressing on construction of:
    - The Diversion Inlet Structure (~$46M)
        - Contract has been awarded to Ames Construction of Minnesota
    - The Wild Rice River Control Structure (~$59M)
        - Contract has been awarded to Ames Construction of Minnesota
- USACE is preparing to award construction contracts for the I-29 grade raise, Drain 27 Wetland Resoration Project, and Southern Embankment Reach 1 projects in early 2021.
    - The “road raise” project, expected to cost more than $25 million, is required to get the stretch of I-29 above water once the metro flood diversion project starts operating, possibly in 2027
    - USACE has asked the U.S. District Court judge in Minneapolis for permission to proceed with the I-29 project
- Final real estate needs have been developed for the Red River Control Structure. Final design of the structure is ongoing, incorporating the findings from the physical model.

In-town Construction

- Additional in-town construction to allow 37-feet to safely flow through the Red River is necessary for the Plan B compromise. The additional work requires:
    - $130M in North Dakota - Fargo ($126M) and Cass County ($4M). $43M in Minnesota – Moorhead ($40M) and Clay County ($3M).

Permitting

MN Permit

- The Minnesota Department of Natural Resources (MDNR) issued a Dam Safety & Public Waters Work Permit (Permit #2018-0819) for the Project on Dec 27, 2018.
- The Diversion Authority has reviewed the permit and all permit conditions and finds them achievable. In addition, a permit compliance team is meeting regularly to ensure compliance with the permit conditions.

- Most of the permit conditions are construction monitoring and reporting requirements that are routine and customary during construction. There are a minimal number of conditions that must be adhered to prior to construction, such as acquiring the property rights and obtaining other necessary permits. These are items that are typical of every project.

ND Permit

- The North Dakota Office of State Engineer has issued permit approvals for the Diversion Inlet Structure, the Wild Rice River Structure, Oxbow-Hickson-Bakke Ring Levee Project, and for work in town.
- Permits from the State of North Dakota include a number of conditions, which have been reviewed by the Diversion Authority and are all achievable.

Contested Case Hearing

- The MDNR has referred to the Minnesota Office of Administrative Hearings the requests for a Contested Case Hearing by the Buffalo Red River Watershed District (BRRWD), the City of Comstock, and the City of Wolverton. A hearing before an Administrative Law judge was held in June 2020 and all post-hearing briefs have been submitted to the ALJ for review and consideration in making her recommendation to the MDNR Commissioner.
- A resolution is expected by the end of the year.
- While the process will take time to work through, the Federal Court Judge Tunhiem ruled that construction can take place as scheduled for certain elements of the project in ND, in compliance with the MN permit conditions, which will keep the project on schedule.

Buffalo-Red River Watershed District (BRRWD) Permit

- The MDNR Commissioner's Order allowed BRRWD to impose reasonable terms and conditions on any required permits.
- The Diversion Authority applied for a permit in January 2019 for work within the BRRWD.
- BRRWD developed draft permit conditions after months of coordination with the Diversion Authority, USACE, and the MDNR to address concerns expressed by the Watershed and members of the public.
- BRRWD voted June 24, 2019 to deny the permit for work within the Watershed.
- The Diversion Authority is confident that its permit application for the Diversion Project complies with all the rules of the BRRWD.
- The Diversion Authority has filed a challenge to BRRWD's permit denial in Minnesota State Court and has asked the Court to grant the permit.
- The Judge heard arguments from each side on September 21, 2020 and a ruling is expected in the near future.

Litigation

Federal Litigation

- The Richland/Wilkin County Joint Powers Authority (RWJPA) filed a lawsuit against the USACE in 2013. The lawsuit was later joined by the Diversion Authority and by the State of Minnesota.

- On April 8, 2019 U.S. District Court Judge John A. Tunheim modified the injunction to allow all requested construction to proceed on the FM Area Diversion Project.
    - Commence the Public Private Partnership (P3) process for the Diversion Channel and Associated Infrastructure
    - Manufacture components and start construction on the Diversion Inlet Structure
    - Manufacture components and start construction on the Wild Rice River Structure
    - Start construction of the Western Tieback
    - Start non-construction design and mitigation work in North Dakota and Minnesota

Settlement Discussions

- The Diversion Authority has always been willing to meet with elected leaders in Richland and Wilkin County.
- In 2014, a board position on the Diversion Authority was offered jointly to Richland and Wilkin Counties. The position was declined, but is still available until 2021, though is currently unfilled.
- Any settlement discussions would be entertained if it included concrete proposals. The Diversion Authority has no interest in further project delays or cost increases.
- Any proposal to discuss major changes to the project would create two serious problems:
    - Undermine the work of Former Governor Dayton and Governor Burgum to develop Plan B, and the permitting efforts in Minnesota and North Dakota that have both approved the Project.
    - No significant changes to the project are legally allowed at this point in the administrative and permitting process; the MDNR's Determination of Adequacy found Plan B to be the only appropriate alternative, the RWJPA chose not to appeal the Determination of Adequacy, and it is now final.

Financial – EPA WIFIA Loan

- The Diversion Authority has applied and completed the due diligence phase for a $561 Million low-interest federal Water Infrastructure Finance and Innovation (WIFIA) loan.
- The Financial Plan for the FM Area Diversion Project includes a long-term, low interest loan to help provide funds during the land acquisition and construction portions of the project.
- Three voter-approved sales taxes would provide for the re-payment of the WIFIA loan.
- A WIFIA loan will lower the cost of capital for the project and result in significant interest savings to the project.

Financial

State of ND Funding

- The 2019 Legislature committed $750M, which is a $180M increase from the previous commitment.
    - To date, the State Legislature has appropriated $414.5M of the $750M.
    - The Diversion Authority agreed to defer $22.5M in funding from the total amount eligible in 2019 legislation to assist the State Water Commission in managing available resources due to a downturn in oil revenue into the Resources Trust Fund.

- The P3 procurement is expected to be completed before the end of the 2021 legislative session.
- We appreciate the Legislature's commitment to the Project and we will continue to coordinate with the Legislature.

Federal Funding

- On March 19, 2019 an amended PPA was signed by the cities of Fargo and Moorhead, the Diversion Authority, and the U.S. Army Corps of Engineers. The PPA amendment increases the federal construction participation to $750M in total construction funding, of which $198M has been appropriated.
- Federal funding to date has come in three categories of funding (only construction funding is counted against the PPA amount):
    - Construction (2016 – present) = $198M
    - PED Funds (2011-2014) = $29M
    - Feasibility (2008-2013) = $11M

State of MN Funding

- Moorhead and Clay County have formed a Joint Powers Authority (MCCJPA) to acquire property rights in Minnesota, and to request funding from the State of MN.
- The MCCJPA submitted a cost-share request to the MDNR for $46M, which is in addition to the $40M request by the City of Moorhead for Plan B related work. A total commitment has been made by Moorhead and Clay County to request $86M in State of MN funding.
    - $7M has been secured for construction to date.
- With an approved MDNR permit, we are confident the remaining State of MN funds will be available when needed for construction and mitigation efforts in MN.

Local Funding

- Local funding has been secured through voter approval of three half-cent sales taxes, two in Fargo and one in Cass County. These sales taxes were extended until 2084 in a 2016 vote.
- The City of Fargo has also dedicated ¼ of its 1-cent infrastructure sales tax, which is voter-approved through 2028.
- No additional sources of local revenue are anticipated to fund construction.

Maintenance Costs

- Maintenance of Project features is expected to be paid through excess revenues on existing sales taxes or through a small maintenance levy on an already-established Maintenance District in North Dakota, similar to other area flood protection projects.
- The Joint Powers Agreement that created the Diversion Authority allocated two percent (based on the socioeconomic analysis from the Minnesota EIS) of the Project maintenance costs to the City of Moorhead and Clay County.

Special Assessments

- The Special Assessment District was created to obtain more favorable financing terms and rates for sales tax bonds and will not be counted on as a source of revenue in the finance plan.

Audit

- An audit was conducted by an independent third party on the Diversion Authority's financials, and a separate independent third-party audit was conducted on the Cass County Joint Water Resource District's financials. The results are contained in a written report and no corrective actions were needed or material deficiencies noted.

Land Acquisition & Property Mitigation

Post CLOMR Outreach - Conditional Letter of Map Revision

- CLOMR received from FEMA in September 2020
- CLOMR Confirms Project Protection; without the Project in place
    - 11,000 Homes in North Dakota are at risk of being in the future FEMA floodplain
        - An estimated $3,000 - $5,000 annual payment per home
        - Approximately $30-$50 Million in total annual insurance premiums
- Diversion Authority has sent letters, including individual maps, to all upstream impacted property owners.
    - 700+ Upstream parcels
    - ~350 property owners

Land Acquisition

- The North Dakota State Engineer approved the Diversion Authority's Property Rights Acquisition and Mitigation Plan in June 2020.
- The Diversion Authority is moving forward with all land acquisition necessary for the Project. A phased approach will be used as designs are completed on Project features. The acquisition of all property for the Diversion Channel is the top priority.
    - Informational letters, maps, and a mitigation program summary were sent in October 2020 to approximately 350 upstream property owners affected by the Project. The outreach packets included parcel specific maps showing impacts and mitigation requirements of the Project.
    - Over 400 parcels have been acquired to date, including approximately two-thirds of the Diversion Channel.
    - The Diversion Authority is on schedule to acquire all property for the Diversion Channel in early 2021.
- The Cass County Joint Water Resource District is the local entity responsible for acquiring property rights in North Dakota.
- The Moorhead Clay County Joint Powers Authority is the local entity responsible for acquiring property rights in Minnesota.
- Property owners will be fairly compensated, based on an independent appraisal.
- The Diversion Authority will cooperate with landowners who make reasonable requests, including rent-back of property until needed for the project and offering a right to re-purchase property if it ends up not being needed for the Project.
- Eminent Domain will only be used as a last resort.
- Land Acquisition in Minnesota will follow Minnesota Law.

- Land Acquisition in North Dakota will follow North Dakota Law.

Flowage Easements

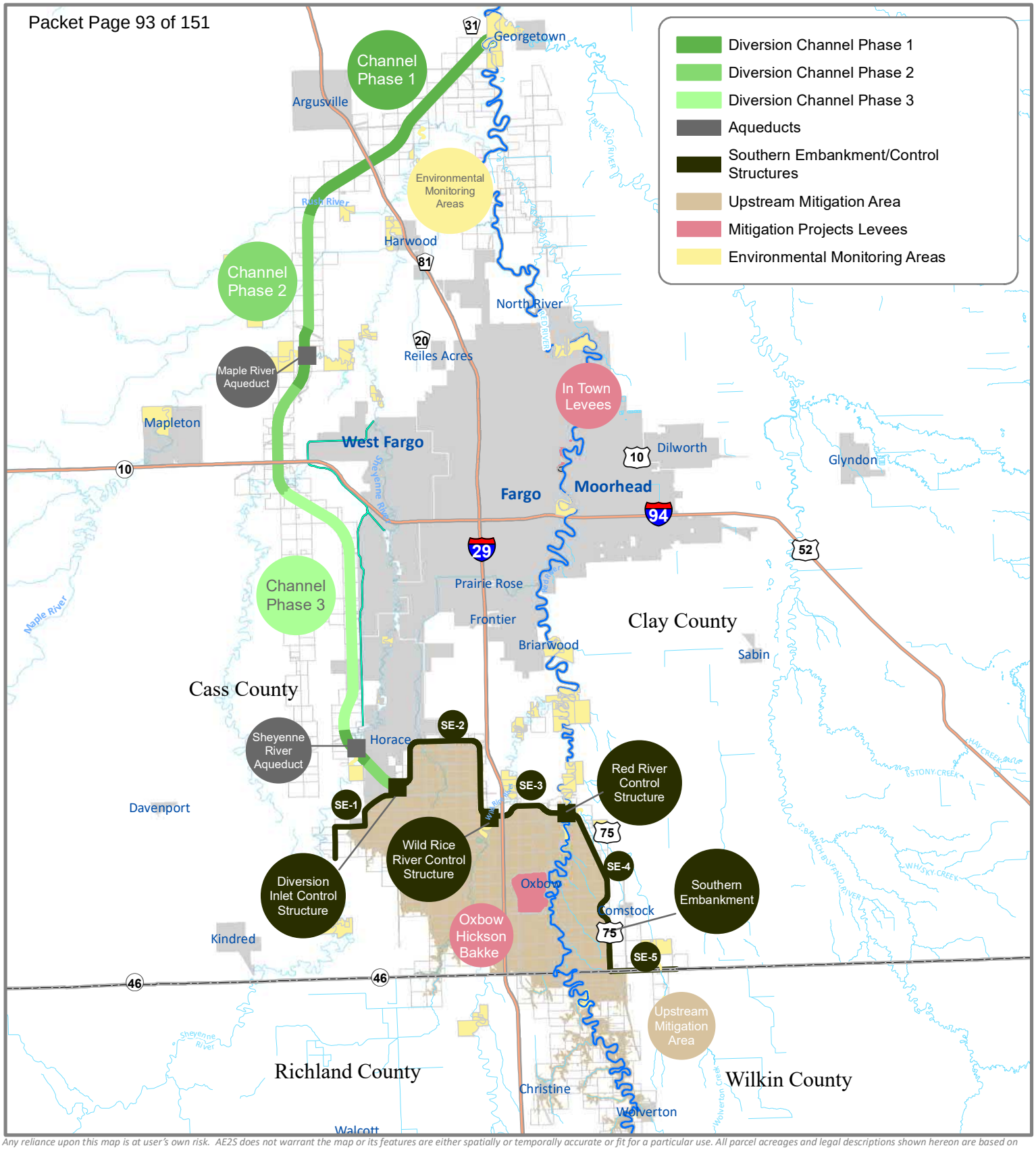
- The Project includes an upstream mitigation area where acquisition of flowage easements is required. The value of the flowage easements will be determined through an appraisal.
- The Diversion Authority has contracted with Crown Appraisals to develop the value of the easements.
    - Phase 1B of the study was complete in August 2020
    - Phase 2 of the study will start in fall 2020 now that FEMA has approved the CLOMR

Additional Mitigation

- The Diversion Authority has developed and committed to additional mitigation above and beyond the requirements established by state and federal agencies.
- The additional programs include
    - Post-operation debris clean-up and damage repair
    - Summer flood supplemental crop loss program

SECTION BREAK

www.ae2s.com | Advanced Engineering and Environmental Services, Inc.



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

Coordinate System: NAD 1983 UTM Zone 14N | Produced by: cwickenheiser - AE2S, Inc. | C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\!Project Wide\Overall LA Maps\PropertyAcquisitionSevenPhaseMap8x11.mxd

N

0 2.5 5

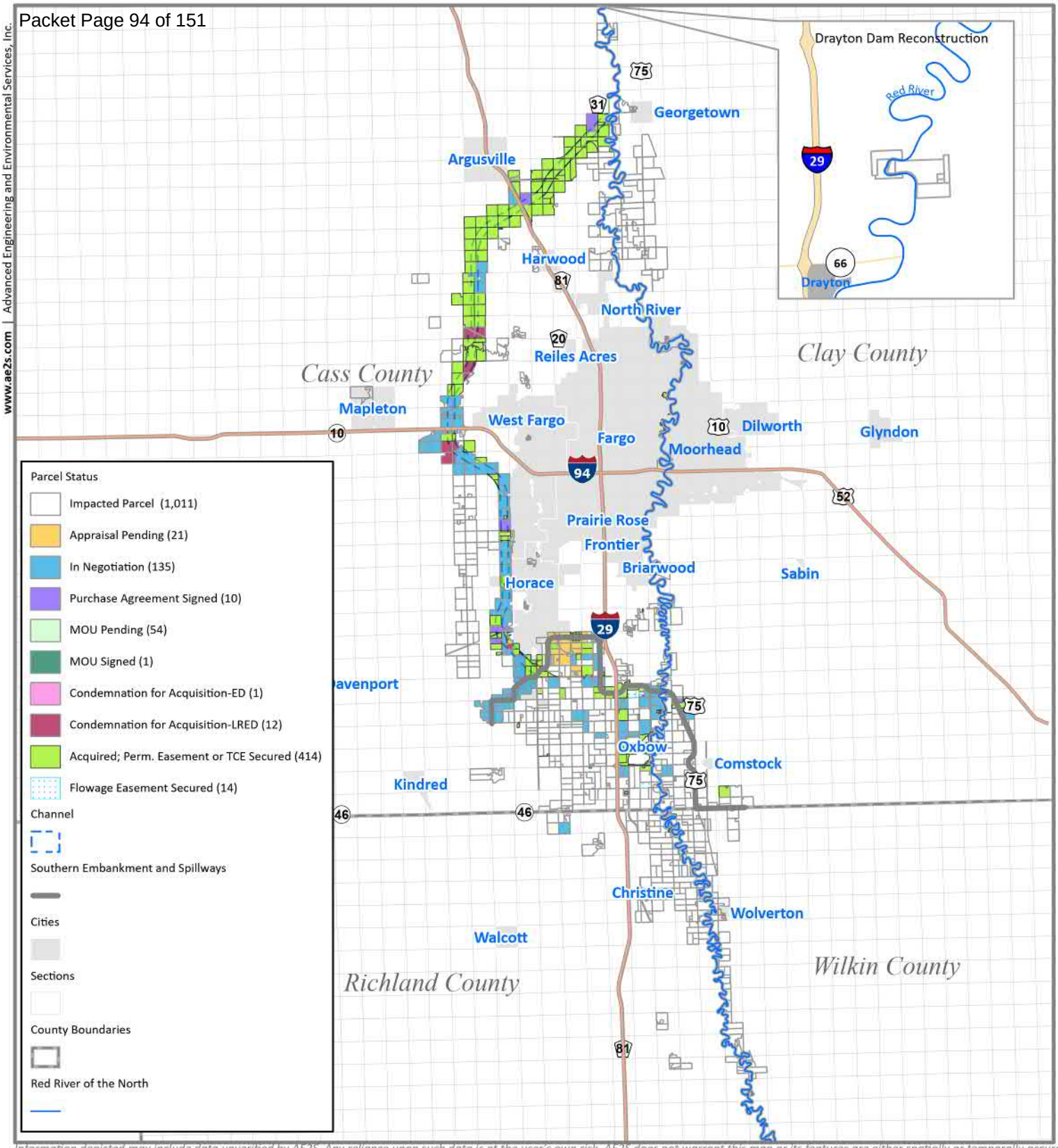
Miles

FM AREA DIVERSION KEY ACQUISITION AREAS

Map Date: 10/12/2020

FM AREA DIVERSION PROJECT

www.ae2s.com | Advanced Engineering and Environmental Services, Inc.



Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.
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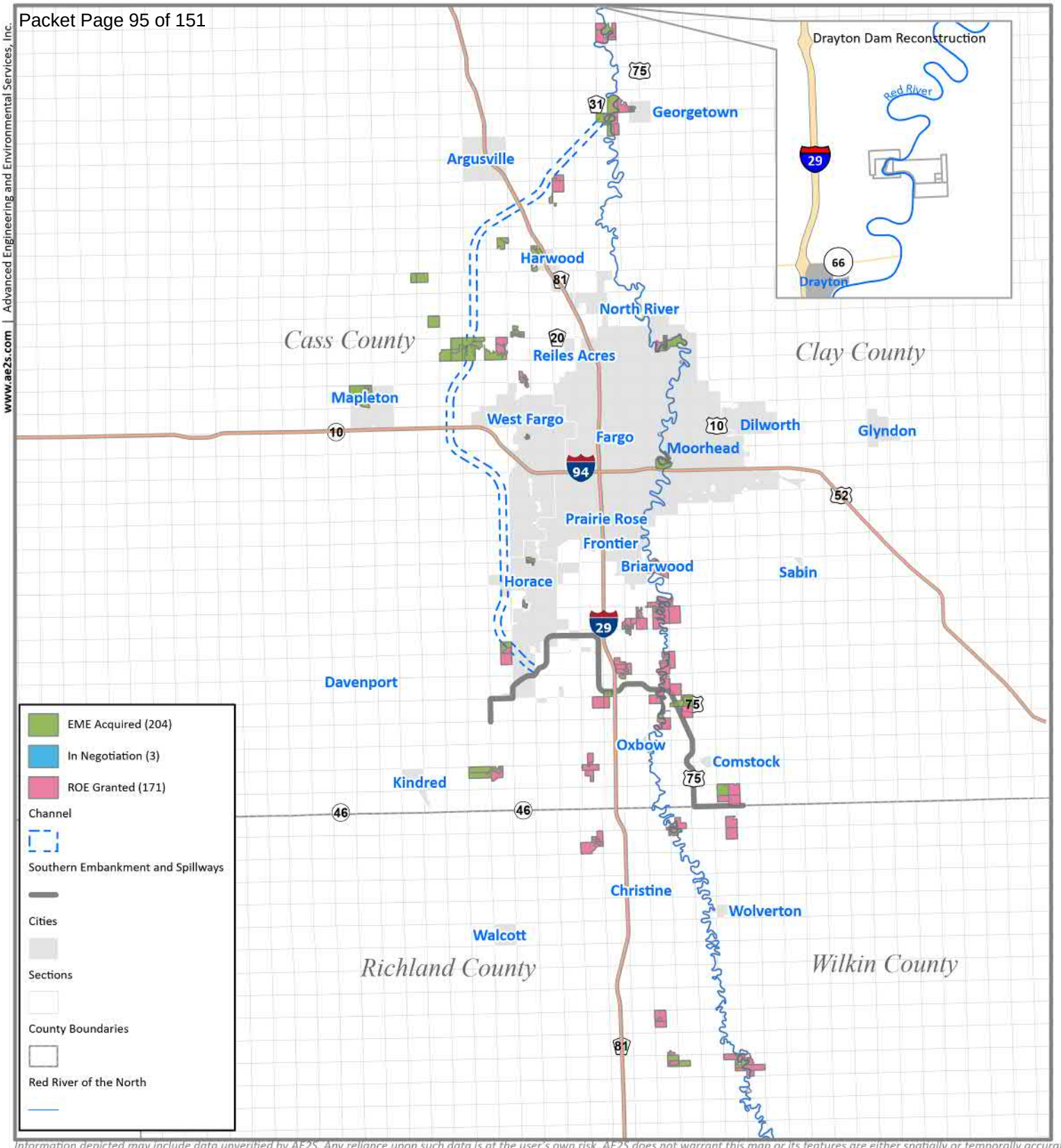
0 3.25 6.5
Miles

PROPERTY ACQUISITION STATUS REPORT

Date: 10/12/2020

FM AREA DIVERSION PROJECT

www.ae2s.com | Advanced Engineering and Environmental Services, Inc.



Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.
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0 3.25 6.5

Miles

ENVIRONMENTAL MONITORING EASEMENT ACQUISITION STATUS REPORT

Date: 10/12/2020

FM AREA DIVERSION PROJECT

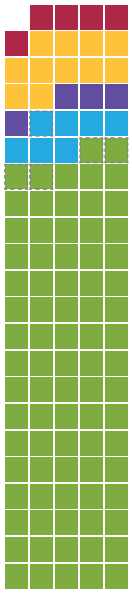
Diversion Channel

FM AREA DIVERSION PROJECT

As of October 12, 2020

Phase 1
(WP LAP01)

Target Completion:
Fall 2020

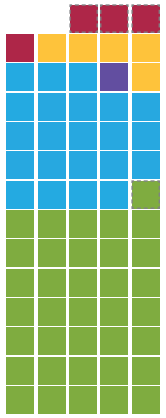


109 parcels total

- *11 MOU Pending*
- *7 In Negotiation*
- *4 Agreement Signed*
- *82 Acquired Parcel/ TCE Secured*
- *5 Condemnation*
- *Change from last report*

Phase 2
(WP LAP02)

Target Completion:
Fall 2020

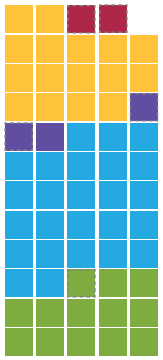


68 parcels total

- *5 MOU Pending*
- *22 In Negotiation*
- *1 Agreement Signed*
- *36 Acquired/TCE Secured*
- *4 Condemnation*
- *Change from last report*

Phase 3
(WP LAP03)

Target Completion:
Fall 2020

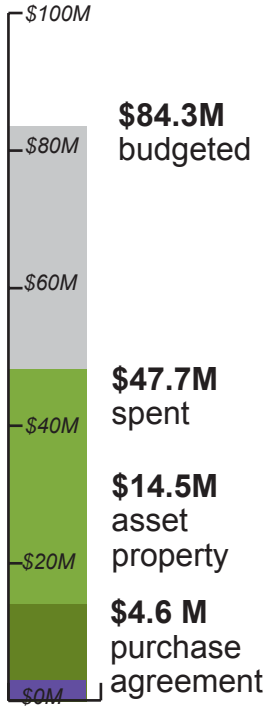


59 parcels total

- *16 MOU Pending*
- *25 In Negotiation*
- *3 Agreement Signed*
- *13 Acquired Parcel/TCE Secured*
- *2 Condemnation*
- *0 Mitigation*
- *Change from last report*

Hard Costs paid to Property Owners

NOTE: Based on Financial data through August



- *Budgeted*
- *Purchase Agreement*
- *Spent*
- *Asset Property*

Property Status Report

Southern Embankment Control Structures

FM AREA DIVERSION PROJECT

As of October 12, 2020

Diversion Inlet Control Structure

(WP 26)
Targeted Completion: Complete

8 parcels total

- *0 MOU Pending*
- *0 In Negotiation*
- *0 Agreement Signed*
- *8 Acquired/ TCE Secured*
- *Condemnation*
- *Change from last report*

Wild Rice Control Structure

(WP 30)
Target Completion: Complete

"Option" Parcels

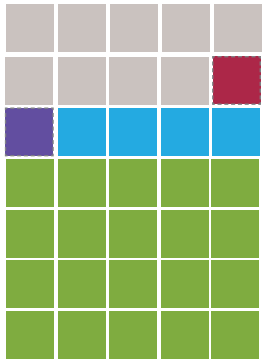
"Base" Parcels

4 parcels total

- *0 Appraisal Pending*
- *0 In Negotiation*
- *0 Agreement Signed*
- *4 Acquired/ TCE Secured*
- *Changed from last report*

Red River Control Structure

(WP 35)
Target Completion: August 2021



35 parcels total

- *0 Appraisal Pending*
- *4 In Negotiation*
- *1 Agreement Signed*
- *20 Acquired/ TCE Secured*
- *1 Condemnation*
- *Changed from last report*

Property Status Report

Southern Embankment

FM AREA DIVERSION PROJECT

As of October 12, 2020

Southern Embankment

(WP Reach SE-1 to SE-5 and I29)
Targeted Completion: September 2025

115 parcels total

SE-1 Target Completion: Nov. 2020

SE-2 Target Completion: Aug. 2021 & Aug. 2022

SE-3 Target Completion: July 2024

I29 Target Completion: Nov. 2020

ND

MN

SE-4 Target Completion: July 2023

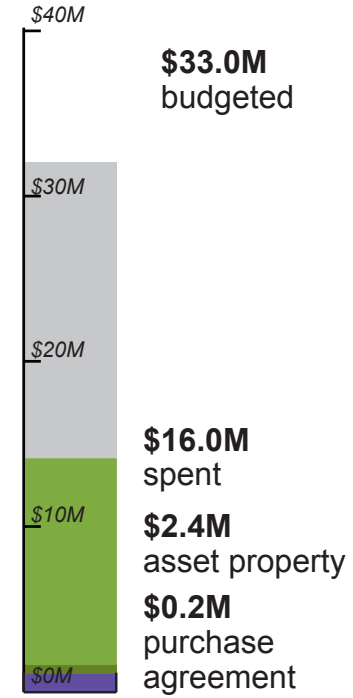
SE-5 Target Completion: July. 2024

- *1 Appraisal/ MOU Pending*
- *32 In Negotiation*
- *1 Agreement Signed*
- *33 Acquired/ TCE Secured*
- *0 Condemnation*
- *Change from last report*

Southern Embankment & Control Structures

Hard Costs paid to Property Owners

Note: Based on financial data through September



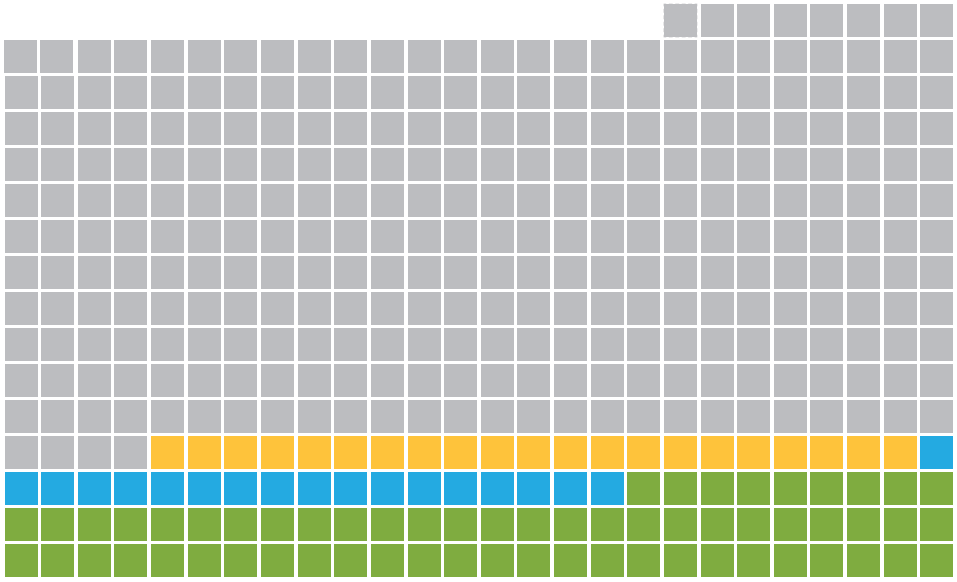
Upstream Mitigation Area-ND (UMA)

FM AREA DIVERSION PROJECT

As of October 12, 2020

Flowage Easements without structures (ND)

Approximately 398 parcels in ND



- *21 Appraisal/MOU Pending*
- *18 In Negotiation*
- *0 Agreement Signed*
- *10 Flowage Easement Secured*
- *49 Acquired*
- *0 Condemnation*
- *Changed*

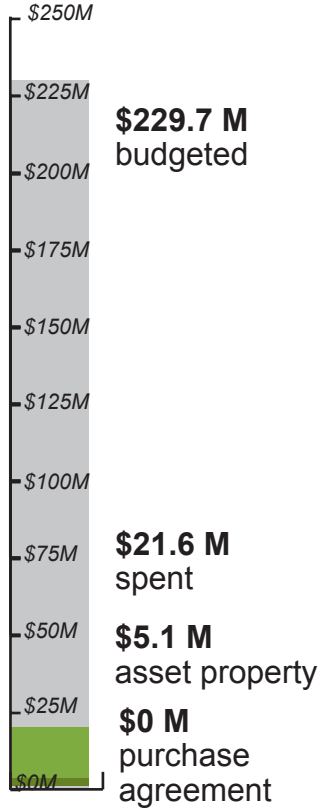
Flowage Easement Structure Sites (ND)

Approximately 88 parcels in ND

- *6 Appraisal/MOU Pending*
- *14 In Negotiation*
- *0 Agreement Signed*
- *9 Acquired*
- *0 Flowage Easement Secured*
- *Condemnation*
- *Changed*

ND + MN UMA Hard Costs paid to Property Owners

Note: Based on financial data through September



$229.7 M budgeted

$21.6 M spent

$5.1 M asset property

$0 M purchase agreement

- *Budgeted*
- *Purchase Agreement*
- *Spent*
- *Asset Property*

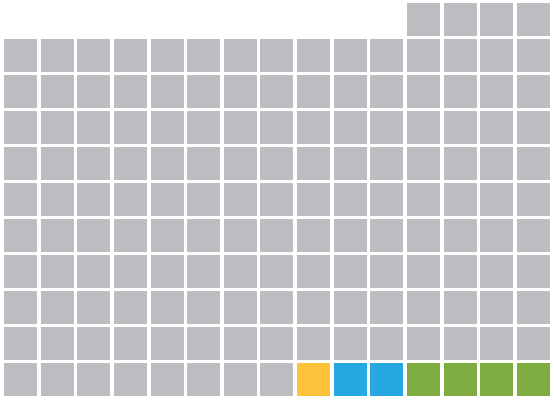
Upstream Mitigation Area-MN (UMA)

FM AREA DIVERSION PROJECT

As of October 12, 2020

Flowage Easements without structures (MN)

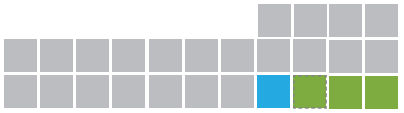
Approximately 154 parcels in MN



- *1 Appraisal/MOU Pending*
- *2 In Negotiation*
- *0 Agreement Signed*
- *3 Flowage Easement Secured*
- *1 Acquired*
- *0 Condemnation*
- *Changed*

Flowage Easement Structure Sites (MN)

Approximately 26 parcels in MN



- *0 Appraisal/MOU Pending*
- *1 In Negotiation*
- *0 Agreement Signed*
- *1 Flowage Easement Secured*
- *2 Acquired*
- *Condemnation*
- *Changed*

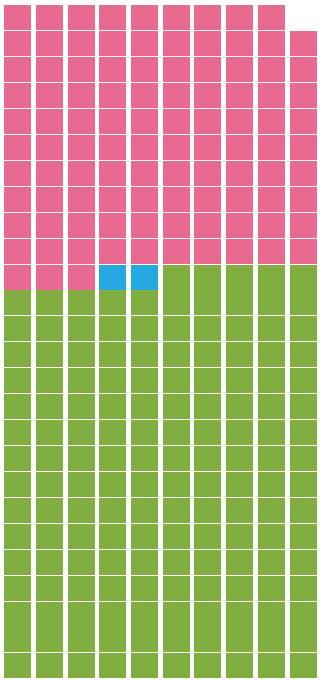
Environmental Monitoring Areas (BIOGEO)

FM AREA DIVERSION PROJECT

As of October 12, 2020

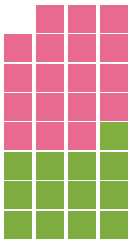
North Dakota | Minnesota

Cass County



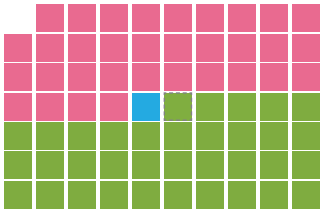
269 parcels total

Richland County



31 parcels total

Clay County



69 parcels total

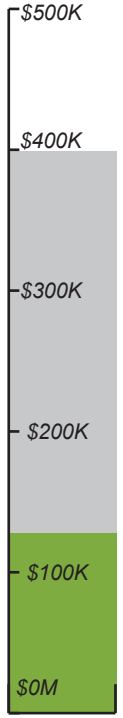
Wilkin County

9 parcels total

Easement Document in Work
ROE Granted
USACE Easement Bounds In Work
Preliminary COS In Work
In Negotiations
Bio/Geo Easement Secured
Change from last report
On Hold

Hard Costs paid to Property Owners

Note: Based on financial data through September



$400K budgeted

$132.0K* spent

*includes payments for monuments and easements.

Budgeted
Purchase Agreement
Spent

OHB Projects

FM AREA DIVERSION PROJECT

As of October 12, 2020

OHB Ring Levee

WP 43

Parcels needed for remaining portion of OHB Project.

8 parcels remaining

$80.2M budgeted

$78.3M spent*

$0.1M purchase agreement

** Includes parcels purchased outside the OHB Ring Levee*

- *0 Appraisal Pending*
- *7 In Negotiation*
- *0 Agreement Signed*
- *0 Acquired Parcel*
- *1 Condemnation*
- *Changed from last report*

- *Budgeted*
- *Purchase Agreement*
- *Spent*
- *Asset Property*

Hickson Main Ave ROW

WP 43D5

Complete

4 parcels total

$1.2 M budgeted

$1.2 M spent

$1.2 M purchase agreement

- *0 Appraisal Pending*
- *0 In Negotiation*
- *0 Agreement Signed*
- *4 Acquired Parcel*
- *0 Condemnation*
- *Changed from last report*

- *Budgeted*
- *Purchase Agreement*
- *Spent*
- *Asset Property*

Cultural Mitigation Areas

FM AREA DIVERSION PROJECT

As of October 12, 2020

Sheyenne River Site #1

(32-CS-201)

OIN 547N

1 parcels total

(Part of Channel Phase 1)

Phase 3 Cultural Mitigation (Excavation) Complete

Sheyenne River Site #2

(32-CS-5126)

OIN 540N

1 parcel total

(Part of Channel Phase 1)

Phase 2 Cultural Investigation scheduled to commence June 23, 2020.

- *Appraisal Pending*
- *In Negotiation*
- *Agreement Signed*
- *Acquired Parcel*
- *Condemnation*
- *Change from last report*

North of Maple River Site

(32-CS-5139)

OIN 922
OIN 923

2 parcels total

(Part of Channel Phase 1)

Phase 2 Cultural Investigation complete.
Archaeological Monitoring required during construction.

South of Maple River Site

(32-CS-5127)

OIN 924N

1 parcels total

(Part of Channel Phase 1)

Phase 3 Cultural MItigation (Excavation) Complete

Drain 14 Site

(32-CS-5135) Target Completion: Spring 2020

OIN 936

1 parcel total

(Part of Channel Phase 2)

Phase 2 Cultural Investigation in work. Preliminary Cultural Borings completed by Beaver Creek Archeology (BCA). Test unit evcactions have been mapped & will occur following 2020 havest. ROE extended through 12/31/2020.

SECTION BREAK

NORTH Dakota | Water Commission
Be Legendary.™

October 7, 2020

Dr. Tim Mahoney, Chair
Metro Flood Diversion Authority
PO Box 2083
Fargo, ND 58107

RE: Agreements for Cost-Share Reimbursement
Fargo Moorhead Metro Area Flood Risk Management Project

Dear Dr. Mahoney:

The enclosed Agreements for Cost-Share Reimbursement Fargo Moorhead Metro Area Flood Risk Management Project rescind both the July 2016 Cost-Share Reimbursement Fargo Flood Control Project 2015-2017 Agreement in the amount of $69,000,000 and the March 2019 Amendment I to the July 2016 Agreement in the amount of an additional $66,500,000, and replace them with two separate Agreements for the cost-share dollars remaining under each of those specific approvals by the State Water Commission.

The first Agreement provides the Authority with cost-share of $23,358,530.63, the amount remaining of the previous Agreement for $69,000,000 as authorized under section 8 of S.B. 2020, 2015 Leg. This Agreement provides for reimbursement of eligible costs incurred after July 1, 2015 with specific limitations on the costs that are eligible for reimbursement.

The second Agreement provides the Authority with cost-share of $59,850,000, the amount remaining of the previous Amendment I for $66,500,000 as approved by the Commission on February 14, 2019 and authorized under section 9 of S.B. 2020, 2015 Leg. This Agreement provides for reimbursement of eligible costs incurred after July 1, 2017, with eligible costs as outlined in Commission's cost-share policy.

Please sign, date, and make copies of the Agreements for your records before returning the originals to this office. These Agreements are void if not signed and returned by the Authority within 60 days of the Chief Engineer-Secretary's signature of October 6, 2020.

If you have any questions, please call me at 328-1402.

Sincerely,

Lori Noack

Lori Noack
Cost Share Coordinator

LN/1928

SWC Project No. 1928
Planning and Education Division
October 2020

Agreement for Cost-Share Reimbursement
Fargo Moorhead Metro Area Flood Risk Management Project

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the Metro Flood Diversion Authority (Sponsor).

2. RESCISSION. This agreement rescinds the July 2016 Cost-Share Reimbursement Fargo Flood Control Project 2015-2017 agreement and the March 2019 Amendment I to the July 2016 Agreement.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed $66,500,000, as approved by Commission on February 14, 2019, and as authorized in section 9 of S.B. 2020, 2015 Leg., to reimburse 50 percent of the actual eligible costs incurred in Sponsor's Fargo Moorhead Metro Area Flood Risk Management Project (Project), contingent on availability of funds and conditions of this agreement. As of September 1, 2020, $6,650,000 has already been provided under the now rescinded agreement. This agreement will govern the remaining $59,850,000. Commission's intent in providing this funding to Sponsor is merely to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

a. Complete Project.
b. Provide continued maintenance for Project.
c. Ensure all applicable permits (federal, state, and local) are obtained.
d. Acquire all title to land and easements for Project. Property acquisition costs limited to the purchase price of the property that are not eligible for HMGP funding and within the footprint of a project may be eligible under this program. The local sponsor must include a perpetual restrictive covenant on any properties purchased under this program, similar to the restrictions required by the federal HMGP funding, with the additional exceptions being that the property may be utilized for flood control structures and related infrastructure, paved surfaces, and bridges. These covenants must be recorded either in the deed or in a restrictive covenant that would apply to multiple deeds. Costs for property acquired by easement or fee title to preserve the existing conveyance of a breakout corridor recognized as essential to FEMA system accreditation may be eligible under this program. For any property acquisition, if the property is later sold, Sponsor is required to reimburse Commission the percent of the sale price equal to the percent of original cost-share.
e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.

f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. State is not responsible for maintaining a Project file.

g. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.

h. Provide assurance to Commission of sustainable operation, maintenance, and replacement plan of Project facilities.

i. Provide a progress report to Commission at least every four years if the term of Project exceeds four years. If a progress report is not timely received, or if after a review of a progress report Commission determines Project has not made sufficient progress, Commission may terminate the agreement for Project funding.

5. PROJECT DESCRIPTION AND LOCATION. This agreement includes cost share for costs directly associated with completion of Project, with the purpose to reduce the flood risk of communities and counties along the Red River.

6. ELIGIBLE COSTS. Sponsor may submit eligible costs for reimbursement incurred after July 1, 2017. Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Funds may not be used for general operations or administration costs.

7. PAYMENT. Sponsor must submit to Commission periodic written requests for payment that must include an itemization of actual costs and approval, signed by an appropriate official from the city of Fargo, Cass County, and Cass County Joint Water Resource District. When funds are available, Commission will pay Sponsor 50 percent of the total eligible itemized costs in the requests for payment. Cost share on the acquisition of land will be provided at the time it is utilized for project construction or part of a final mitigation settlement. Cost share will be provided on the relocation costs of businesses or residents impacted by Project when final settlement agreement has been reached on relocation costs. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include documents or record drawings features constructed.

8. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

9. INSURANCE. State and Sponsor each must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of $250,000 per person and $500,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $1,000,000 per occurrence.
b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
c. Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.

d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than $1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by State. The policies must be in form and terms approved by State.
g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
i. The insurance required in this agreement, through a policy or endorsement, must include:
   (1) A "Waiver of Subrogation" waiving any right to recovery the

insurance company may have against State;

(2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self- insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;

(3) Cross liability/severability of interest for all policies and endorsements;

(4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;

(5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

j. The subcontractor must furnish a certificate of insurance to Commission before commencement of this agreement. All endorsements must be provided as soon as practicable.

k. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

l. The subcontractor must provide at least 30 days' notice of any cancellation or material change to the policies or endorsements. During the term of this agreement, subcontractor must provide renewal certificates 10 days before coverage expiration.

10. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

11. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

12. TERMINATION.

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:

(1) If Commission determines an emergency exists.

(2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.

(3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

(4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.

(5) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. The rights and remedies of any party provided in this agreement are not exclusive.

13. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

14. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

15. SPOLIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

16. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner except by written agreement signed by both parties.

NORTH DAKOTA STATE WATER COMMISSION
By: _____
JOHN PACZKOWSKI, P.E.
Interim Chief Engineer–Secretary

Date: 10/06/2020

METRO FLOOD DIVERSION AUTHORITY
By: _____
TIM MAHONEY
Chair

Date: _____

SWC Project No. 1928
Planning and Education Division
October 2020

Agreement for Cost-Share Reimbursement
Fargo Moorhead Metro Area Flood Risk Management Project

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the Metro Flood Diversion Authority (Sponsor).

2. RESCISSION. This agreement rescinds the July 2016 Cost-Share Reimbursement Fargo Flood Control Project 2015-2017 agreement and the March 2019 Amendment I to the July 2016 Agreement.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed $69,000,000, and as authorized in section 8 of S.B. 2020, 2015 Leg., to reimburse 50 percent of the actual eligible costs incurred in Sponsor's Fargo Moorhead Metro Area Flood Risk Management Project (Project), contingent on availability of funds and conditions of this agreement. As of September 1, 2020, $45,641,469.37 has already been provided under the now rescinded agreement. This agreement will govern the remaining $23,358,530.63. Commission's intent in providing this funding to Sponsor is merely to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

a. Complete Project.
b. Provide continued maintenance for Project.
c. Ensure all applicable permits (federal, state, and local) are obtained.
d. Acquire all title to land and easements for Project. Property acquisition costs limited to the purchase price of the property that are not eligible for HMGP funding and within the footprint of a project may be eligible under this program. The local sponsor must include a perpetual restrictive covenant on any properties purchased under this program, similar to the restrictions required by the federal HMGP funding, with the additional exceptions being that the property may be utilized for flood control structures and related infrastructure, paved surfaces, and bridges. These covenants must be recorded either in the deed or in a restrictive covenant that would apply to multiple deeds. Costs for property acquired by easement or fee title to preserve the existing conveyance of a breakout corridor recognized as essential to FEMA system accreditation may be eligible under this program. For any property acquisition, if the property is later sold, Sponsor is required to reimburse Commission the percent of the sale price equal to the percent of original cost-share.
e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.

f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. State is not responsible for maintaining a Project file.

g. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.

h. Provide assurance to Commission of sustainable operation, maintenance, and replacement plan of Project facilities.

i. Provide a progress report to Commission at least every four years if the term of Project exceeds four years. If a progress report is not timely received, or if after a review of a progress report Commission determines Project has not made sufficient progress, Commission may terminate the agreement for Project funding.

5. PROJECT DESCRIPTION AND LOCATION. This agreement includes cost share for costs directly associated with completion of Project, with the purpose to reduce the flood risk of communities and counties along the Red River.

6. ELIGIBLE COSTS. Sponsor may submit eligible costs for reimbursement incurred after July 1, 2015. Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. The Sponsor may use the funds for land purchases and construction costs directly associated with completion of Project, including right-of-way acquisition costs, but funds may not be used for the purchase of dwellings. No more than ten percent of these funds may be used for engineering, legal, planning, or other similar purposes. Funds may not be used for general operations or administration costs. Costs incurred by non-state entities for dwellings or other real property that are not paid by state funds are eligible for application by non-state entity for cost-sharing with the Commission.

7. PAYMENT. Sponsor must submit to Commission periodic written requests for payment that must include an itemization of actual costs and approval, signed by an appropriate official from the city of Fargo, Cass County, and Cass County Joint Water Resource District. When funds are available, Commission will pay Sponsor 50 percent of the total eligible itemized costs in the requests for payment. Cost share on the acquisition of land will be provided at the time it is utilized for project construction or part of a final mitigation settlement. Cost share will be provided on the relocation costs of businesses or residents impacted by Project when final settlement agreement has been reached on relocation costs. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include documents or record drawings features constructed.

8. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees

incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

9. INSURANCE. State and Sponsor each must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of $250,000 per person and $500,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $1,000,000 per occurrence.
b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
c. Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.

d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than $1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by State. The policies must be in form and terms approved by State.
g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by

the contractual indemnity obligations of Sponsor.

i. The insurance required in this agreement, through a policy or endorsement, must include:
   (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
   (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self- insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
   (3) Cross liability/severability of interest for all policies and endorsements;
   (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;
   (5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

j. The subcontractor must furnish a certificate of insurance to Commission before commencement of this agreement. All endorsements must be provided as soon as practicable.

k. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

l. The subcontractor must provide at least 30 days' notice of any cancellation or material change to the policies or endorsements. During the term of this agreement, subcontractor must provide renewal certificates 10 days before coverage expiration.

10. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

11. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

12. TERMINATION.

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
   (1) If Commission determines an emergency exists.
   (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
   (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase

under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

(4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.

(5) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. The rights and remedies of any party provided in this agreement are not exclusive.

13. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

14. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

15. SPOLIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

16. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner except by written agreement signed by both parties.

NORTH DAKOTA STATE WATER COMMISSION
By:

JOHN PACZKOWSKI, P.E.
Interim Chief Engineer–Secretary

Date: 10/06/2020

METRO FLOOD DIVERSION AUTHORITY
By:

TIM MAHONEY
Chair

Date: _____

CONTRACT NUMBER: SWC Project No. 1928 (59,850,000)

PROJECT NAME: Agreement for Cost Share Reimbursement

CONSULTANT NAME: North Dakota State Water Commission

DATE SUBMITTED: 10-9-2020

SUBMITTED BY: Rocky Schneider, AE2S

LEGAL REVIEW

___X___ APPROVED AS IS

_____ APPROVED WITH COMMENTS

_____ NOT APPROVED

Legal Sign-Off (signature): John T. Shockley

Printed Name: John T. Shockley

Date of Sign-Off: 10-9-2020

CONTRACT NUMBER: SWC Project No. 1928 (23,358,530.63)

PROJECT NAME: Agreement for Cost Share Reimbursement

CONSULTANT NAME: North Dakota State Water Commission

DATE SUBMITTED: 10-9-2020

SUBMITTED BY: Rocky Schneider, AE2S

LEGAL REVIEW

___X___ APPROVED AS IS

_____ APPROVED WITH COMMENTS

_____ NOT APPROVED

Legal Sign-Off (signature): John T. Shockley

Printed Name: John T. Shockley

Date of Sign-Off: 10-9-2020

SECTION BREAK

FM AREA DIVERSION PROJECT

Contracting Actions

October 2020

DA Board Approval Contract Actions (Recommendation)

Description	Company	Budget Estimate ($)
Diversion Authority		
Task Order 17, Amendment 10 – Services During Construction & On-Call Services for Work Package 42	Houston Moore Group	$255,000.00

FM AREA DIVERSION PROJECT

This is Task Order No. 17, Amendment 10, consisting of 8 pages.

Houston-Moore Group, LLC

Task Order No. 17, Amendment 10

FMDA Purchase Order No. 174124

Services During Construction – Work Package 42

In accordance with the Master Agreement for Professional Services between **Fargo-Moorhead Flood Diversion Authority** ("Owner") and **Houston-Moore Group, LLC** (HMG) ("Engineer"), dated May 1, 2017 ("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. 17 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: SERVICES DURING CONSTRUCTION – WORK PACKAGE 42

   B. Description: Provide Services During Bid (SDB) and Services During Construction (SDC) for projects designed by HMG for the Fargo-Moorhead Area Flood Diversion Project (Project).

   C. Background: The scope of work for this Task Order includes SDB and SDC. Owner will be issuing various construction packages for bid. Engineer will assist Owner with SDC, including SDB. It is anticipated that the following construction contracts will be required:

      1. WP-42A.1, A.3 – Red River Levees – 4th Street Lift Station, Gatewell, and Outfall Structure
      2. WP-42A.2 – Red River Levees –2nd Street Lift Station and Gatewell Structure
      3. WP-42F.1S – Flood Control, 2nd Street North, South of Pump Station
      4. WP-42H.2 – El Zagal Area Flood Risk Management – Phase 2 (SDB and SDC)
      5. WP-42I.1 – Mickelson Levee Extension (SDB and SDC)
      6. WP-42C.2 – Park East Demolition (SDB and SDC)
      7. WP-42C.1 – HoJo, Old Shakey's, and FPS Demolition (SDB and SDC)
      8. WP-42F.1N – Flood Control, 2nd Street North, North of Pump Station (SDB only)
      9. WP-42F.2 - Flood Control, 2nd Street South, (Park East) (SDB and SDC)
      10. WP-42G – General Landscaping and Plantings (SDB and SDC)
      11. WP-42E – 2nd St. So. and Main Ave. Flood Mitigation (SDB and SDC)

2. Services of Engineer

   The following functions and activities describe the general services authorized under this Task Order, Engineer will perform activities to accomplish the scope described herein, as well as other services that may be mutually agreed to by the parties pursuant to the terms of the Agreement.

A. SERVICES DURING BIDDING

1. Respond to bidder inquiries forwarded by Owner's Representative during advertisement period and prepare addenda as necessary to provide a clear, biddable set of solicitation documents.
2. Attend and participate in pre-bid meetings and site visits.
3. Attend bid openings and, if requested, assist in evaluation of bids.
4. Incorporate addenda into the plans and technical specifications to create a set of Contract Award Documents.
5. Prepare a submittal register based on the Contract Documents indicating required submittals, the specific technical submittals requiring review and/or approval by the Engineer, and administrative submittals that can be reviewed by the Owner's Representative.

B. SERVICES DURING CONSTRUCTION

1. Comply with the general guidelines of the Memorandum for Record No. 018 (MFR-018) "Fargo-Moorhead Metro (FMM) Flood Risk Management (FRM) Project - Sponsor Constructed Features Roles and Responsibilities" between the Diversion Authority, US Army Corps of Engineers (USACE), and the Program Management Consultant (PMC) as modified herein.
2. Fulfill the duties of Engineer in accordance with the specific requirements of the Contract Documents for each project. Follow project documentation requirements provided by the PMC.
3. Participate in one or more partnering meetings.
4. Comply with Owner's and Contractor's safety plans.
5. Provide a Resident Project Representative (RPR) that will represent the Engineer and Owner's Representative. RPR will have the duties and defined in the Contract Documents for each project.
6. Provide Quality Assurance Managers and/or Project Engineers to perform general field observation and manage the specific inspections to be performed by third party materials testing firm, and other specialty inspection agents as needed.
    a. Validate results of tests and inspections, oversee retesting or other actions needed to reconcile deficiencies.
    b. Maintain a log for each type of test conducted.
    c. Prepare Daily Reports and submit to Owner's Representative and City of Fargo.
    d. Prepare Weekly Reports for each project documenting the work performed by Contractor, Quality Assurance activities performed, and current issues and challenges.
7. Respond to Requests for Information and other construction communication provided by the Owner's Representative.

8. Review shop drawings, samples, and operation and maintenance manuals for conformance with the Contract Documents.
9. Lead development and scoping, and coordinate Contractor pricing of Change Orders or other modifications that affect the design or function of the Project, and provide drafts to PMC for review and approval recommendation to Owner.
10. Perform the following survey tasks in accordance with MRF-015, Survey Standards:
    a. Additional project control, if required.
    b. Benchmark checks during construction.
    c. Existing conditions surveys.
    d. Quantity surveys for Contractor's monthly payment application.
    e. As-built construction surveys
11. Maintain a set of full-scale contract drawings indicating as-built conditions. Assemble redline information from Contractor, Engineer's Resident Project Representative, and other sources to maintain these drawings.
12. Prepare or review site visit reports for site visits by Engineer, USACE or their external peer review team, or other authorities.
13. Provide commissioning activities, including equipment testing, demonstrations of capability and operability, and training of operating staff.
14. Assist Owner's Representative with determination of monthly pay application quantities.
15. Identify issues on a punch list for the Contractor to resolve. Upon completion of punch list items, coordinate a final inspection. Document each inspection.
16. Following completion of construction, update the Design Document Report to reflect the design changes, contract modifications, site conditions encountered, testing, and submittals.
17. Provide Final As-Built drawings in conformance with the same standards as the design drawings.
18. Prepare a post construction Inspection and Monitoring Plan specifying annual inspections required to verify satisfactory maintenance and performance of the flood risk management features.
19. Provide flood risk reduction certifications as required by Owner.
20. Deliverables:
    a. Contract Award Document(s)
    b. Log of QC Tests
    c. Daily Reports
    d. Weekly Reports
    e. Site Visit Reports
    f. Punch List(s)

g. Updated Design Document Report

h. Final As-Built Drawings

i. Inspection and Monitoring Plan

j. Flood Risk Reduction Certification

k. Technical support, numerical modeling and analysis and troubleshooting regarding the 2nd Street Pump station soft starters.

l. Additional troubleshooting services for WP42A2.

C. PROJECT MANAGEMENT (budget for these tasks included in Subtask 2.B)

1. Provide project management, including monthly status reports and invoicing to PMC, on Engineer's task activity.
2. Participate in regular and periodic meetings or teleconferences with contractors, the Owner's Representative, City of Fargo, Owner, and USACE.
3. Deliverables:
    a. Monthly status reports and invoices

D. ON-CALL SERVICES

1. Respond to requests for services from Owner or Owner's Representative for tasks not included in individual Task Orders. Services will be provided only with written authorization from Owner or Owner's Representative.

    a. Litigation support services.

2. Deliverables:

    a. On-call services deliverables as requested.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement.

4. Times for Rendering Services

Subtask	**Start Time**	**Completion Time**
All Work	July 10, 2014	September 30, 2016
Amendment 2	January 28, 2016	June 30, 2017
Amendment 3	May 1, 2016	July 31, 2017
Amendment 5	July 31, 2017	December 31, 2018
Amendment 6	October 24, 2018	June 30, 2020
Amendment 7		June 30, 2020
Amendment 8		December 31, 2020
Amendment 9		December 31, 2020
Amendment 10		December 31, 2021

5. Payments to Engineer

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

I. Compensation for services in Subtasks A, B, and C shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Paragraph 14 of the Agreement.

II. The budgets for Subtask D is an allowance.

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 written authorization.

Subtask	**Activity ID**	**Current Budget ($)**	**Change ($)**	**Revised Budget ($)**
A. Services During Bid	CN-9520 WP-42SDC	181,378.82		181,378.82

Subtask	Activity ID	Current Budget ($)	Change ($)	Revised Budget ($)
B. Services During Construction	CN-9520 WP-42SDC	6,159,945.00	233,472.00	6,393,417.00
C. Project Management	CN- 9520 WP-42SDC			
D. On-Call Services	CN-9520 WP-42SDC	65,000.00	21,528.00	86,528.00
TOTAL		**6,406,323.82**	**255,000.00**	**6,661,323.82**

E. The terms of payment are set forth in Paragraph 15 of the Agreement.

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

6. Sub consultants:

   A. Barr Engineering (geotechnical inspections and support)
   B. SRF (signaling and lighting and landscaping)
   C. HDR

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 -Task Order Edition, dated May 1, 2017.

   B. AWD-00050 REV-0, Services During Bidding-WP-42F.1S, dated July 9, 2015.

   C. AWD-00052 REV 0, WP-42C.2 SDC and WP-42C.1 SDB, dated November 12, 2015.

   D. AWD-00058 REV 0, WP-42F.1N SDC and WP-42F.2 SDB, dated May 12, 2016.

   E. AWD-00059 REV 0, WP-42F.1S, WP-42H.2, and WP-421.1 additional SDC, dated May 26, 2016.

   F. HMG cost proposal received October 17, 2018.

   G. HMG cost proposal received August 12, 2019.

   H. HMG cost proposal received January 23, 2020

   I. HMG cost proposal received August 7, 2020

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.

11. Electronic Signatures. **Fargo-Moorhead Flood Diversion Authority** and **Houston-Moore Group, LLC**, agrees that the electronic signature to this **Task Order No. 17, Amendment 10 Work-In-Kind (WIK)** shall be as valid as an original signature of **Fargo-Moorhead Flood Diversion Authority** and **Houston-Moore Group, LLC** and shall be effective to bind the signatories to this **Task Order No. 17, Amendment 10 Work-In-Kind (WIK).** For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or an electronic acknowledgment which provides the signatory the ability to validate and affix a digital signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

The Effective Date of this Task Order is July 10, 2014.

ENGINEER:	OWNER:
Houston-Moore Group, LLC	**Fargo-Moorhead Metro Diversion Authority**
Signature Date	Signature Date
Jeffry J. Volk Name	Joel Paulsen Name
President Title	Executive Director Title
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
C. Gregg Thielman Name	Kris Bakkegard Name
Sr. Project Manager Title	Director of Engineering Title
925 10th Avenue East West Fargo, ND 58078 Address	207 4th Street North, Suite A Fargo, ND 58102 Address
cgthielman@houstoneng.com E-Mail Address	BakkegardK@fmdiversion.gov E-Mail Address
(701) 237-5065 Phone	(701) 660-0912 Phone

Fax

Fax

Executive Director Contracting Recommendation

Date: 09/28/2020

RECOMMENDATION FOR ACTION:

The Executive Director has reviewed and recommends approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016 and amended August 23, 2018, the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director for review and action.

The Owner's PMC has prepared the following Contract Action(s):

Houston-Moore Group, LLC

Task Order 17, Amendment 10 – Services During Construction & On-Call Services- Work Package 42 $255,000

- **Services During Construction & On-Call Services**
- **Extend PoP to December 31, 2021**

BACKGROUND AND DISCUSSION:

Houston-Moore Group, LLC (HMG) is the Engineer of Record for the In-Town Levees (WP-42) projects, and has provided Services During Bid (SDB) and Services During Construction (SDC) for WP-42 projects from July 10, 2014, to the present time.

This amendment adds WP-42 budget to Subtask B (SDC) and Subtask D On-Call Services.

The table below summaries the contracting history for this task order and the current contracting action.

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget ($) Change	Revised Project Cost	Agreement Date	Project Completion	Comments
Task Order 17 Amendment 0	$ -	$1,550,000	10-Jul-14	30-Sep-16	Initial WP-42 SDB and SDC agreement for WP- 42A.1, WP-42A.2, and WP42A.3.
Task Order 17 Amendment 1	$693,000	$2,243,000	8-Aug-15	30-Sep-16	Adds SDB and SDC for WP-42F.1S; SDB for WP- 42H.2; SDB for WP-42I; and, SDB for WP-42C.2.
Task Order 17 Amendment 2	$1,605,000	$3,848,000	2-Feb-16	30-Jun-17	Incorporated AWD-00052; added additional SDC period of performance and budget for WP- 42A.2 and WP-42A.1/A.3; added SDC for WP- 42H.2, WP-42I.1, and WP-42C.1; and, added SDB for 42F.1N.
Task Order 17 Amendment 3	$751,000	$4,599,000	26-May-16	31-Jul-17	Incorporates AWD-00058 and includes additional SDC services for 42F.1N. Adds requirement for Engineer to note Activity ID on monthly invoices.
Task Order 17 Amendment 4	$333,000	$4,932,000	23-Jun-16	31-Jul-17	Incorporates AWD-00059 scope amendment budget changes for WP42F.1S, WP42H.2, and WP42I.1. Add SDC scope and budget for WP42F.2.
Task Order 17 Amendment 5	$411,413	$5,343,413	26-Oct-17	31-Dec-18	Incorporate new MSA terms and conditions, add WP-42G SDC and SDB scope and budget, reallocate SDB and PM budgets, incorporate MSA bill rate increase

Original Agreement or Amendment	Budget ($) Change	Revised Project Cost	Agreement Date	Project Completion	Comments
					for SDC budget, increase SDC budgets closeout projects, and extend the POP to Dec 31, 2018.
Task Order 17 Amendment 6	$777,864	$6,121,277	24-Oct-18	30-Jun-20	Add WP-42E SDC scope and budget and extend the POP to June 30, 2020.
Task Order 17 Amendment 7	$9,378.82	$6,130,655.82	29-Nov-18	30-Jun-20	Add additional WP-42E SDB budget for re-bid.
Task Order 17 Amendment 8	$54,367	$6,185,022.82	29-Nov-18	31-Dec-20	Add additional WP-42A1A3 SDC and On Call budget, and extend POP to December 31, 2020.
Task Order 17 Amendment 9	$221,301	$6,406,323.82	29-Nov-18	31-Dec-20	Add additional WP-42A2 SDC Budget
Task Order 17 Amendment 10	$255,000	$6,661,323.82	29-Nov-18	31-Dec-20	Services During Construction & On-Call Services Extend PoP to December 31, 2021

FINANCIAL CONSIDERATIONS:

HMG is the Engineer of Record for WP-42, has prepared the technical specifications and drawings for the bid package, has provided SDB services, and has provide SDC services for the project.

Task Order 17 Amendment 10 adds budget to Subtask B (SDC) and Subtask D On-Call Services. The detailed draft task order amendment is attached.

HMG provided the attached cost proposal and the PMC has reviewed it. The labor rates are consistent with approved 2020 rates. This is a time and material task order, and only work performed will be paid. Below is a summary of the review.

1. Subtask B (SDC) WP-42 Services During Construction:
    a. Provide Resident Project Representative (RPR) for WP-42E (Task Order Subtask 2.B.5)
        i. HMG estimated an additional $24,780 of budget to provide RPR services.
        ii. At an average labor rate of approximately $159 per hour, this is approximately 156 hours of service.
        iii. The PMC feels this is a reasonable level of effort for these services.
    b. Provide Quality Assurance Managers and/or Project Engineers for WP-42E (Task Order Subtask 2.B.6)
        i. HMG estimated an additional $1,896 of budget to provide general field observation and manage the specific inspections agent services.
        ii. At an average labor rate of approximately $190 per hour, this is approximately 10 hours of service.
        iii. The PMC feels this is a reasonable level of effort for these services.
    c. Perform survey tasks for WP-42A1/A3, WP-42E, WP-42F1S, WP-42F1N (Task Order Subtask 2.B.10)

i. HMG estimated an additional $5,280 of budget to perform survey tasks in accordance with MFR-015, Survey Standards.

ii. At an average 2 man survey crew labor rate of approximately $264 per hour, this is approximately 20 hours of service.

iii. The PMC feels this is a reasonable level of effort for these services.

d. Provide punch list for WP42-A1/A3, WP-42E, WP-42F1S, and WP-42F1N (Task Order Subtask 2.B.15)

i. HMG estimated an additional $2,826 of budget to Identify issues on a punch list for the Contractor to resolve.

ii. At an average labor rate of approximately $157 per hour, this is approximately 16 hours of service.

iii. The PMC feels this is a reasonable level of effort for these services.

e. Update DDR for WP42-A1/A3, WP-42F2, WP-42E, WP-42F1S, and WP-42F1N (Task Order Subtask 2.B.16)

i. HMG estimated an additional $75,520 of budget to update the DDR following construction to reflect reflect the design changes, contract modifications, site conditions encountered, testing, and submittals. Also includes any certifications.

ii. At an average labor rate of approximately $164 per hour, this is approximately 460 hours of service.

iii. The PMC feels this is a reasonable level of effort for these services.

f. Provide As-Built drawings for WP42-A1/A3, WP-42F2, WP-42E, WP42-F1S, and WP42-F1N (Task Order Subtask 2.B.17)

i. HMG estimated an additional $17,108 of budget to update Provide Final As-Built drawings in conformance with the same standards as the design drawings. Also includes any certifications.

ii. At an average labor rate of approximately $158 per hour, this is approximately 108 hours of service.

iii. The PMC feels this is a reasonable level of effort for these services.

g. Provide post construction Inspection and Monitoring Plan for WP-42A1/A3, WP-42F2, WP-42E, WP-42F1S, and WP-42F1N (Task Order Subtask 2.B.18)

i. HMG estimated an additional $37,860 of budget to Prepare a post construction Inspection and Monitoring Plan specifying annual inspections required to verify satisfactory maintenance and performance of the flood risk management features. Also includes any certifications.

ii. At an average labor rate of approximately $155 per hour, this is approximately 244 hours of service.

iii. The PMC feels this is a reasonable level of effort for these services.

h. Provide Additional Support for WP42A1/A3 - HDR (Task Order Subtask 2.B)

i. HMG received a proposal from HDR for $63,783 (plus 5% mark-up – total $66,972) to Review and compile contractor submitted O&M manuals; Update the structural, electrical, mechanical, and architect portions of the DDR, 24 hours for each and 24 hours to combine. Provide electronic pdf submittal; Structural, mechanical, and architecture drawings have been updated. Update electrical plans per redlines. Provide electronic pdf submittal; Prepare a post construction Inspection and Monitoring Plan specifying annual inspections required to verify satisfactory maintenance and performance of the flood risk management features. Follow provided O&M template and writ applicable sections for individual project items (pump station, generator, gatewell, outfall), compile O&M's from contractor, coordinate HDR's sections with HEI's. Provide word doc submittal for Houston to compile. Two 2 hour meetings with Houston with project manager; Provide information for flood risk reduction certifications; Attend 800 amp breaker testing and complete testing documentation.

ii. The PMC feels this is a reasonable level of effort for these services.

i. Provide Additional Landscaping and Electrical Technical Support for WP-42E and WP-42G - SRF (Task Order Subtask 2.B)

i. HMG received a proposal from SRF for $48,580 (plus 5% mark-up – total $51,009) for WP-42E: Electrical services related to punch list; On site inspection of site furnishings; Planting 40-day establishment inspection; For above tasks, coordinate with HMG as needed; Confirm dead plants identified at 40-day inspection have been replaced, confirm substantial completion for plantings has been met; Inspect plants at end of one-year warranty period. Identify dead plants to be replaced; Confirm dead plants identified at one-year warranty have been replaced; Inspect plants at end of second one-year warranty period. Identify dead plants; Electrical engineering close out and as-builts; For above tasks, coordination with contractor on inspections findings and replacement approach/schedule; For above tasks, coordinate with HMG as needed; For above tasks, provide inspection documentation to Jacobs and assist with pay applications. For WP-42G: Review and discussion regarding final plant replacement approach with Jacobs, Diversion Authority and H&M; Prepared revised planting plans for final plant replacement; Prepare and solicit outfall repair bid received from H&M. Based on response received, revise and resolicit bid from H&M; Coordination with Jacobs, Diversion Authority, and H&M on outfall repair planting approach; Final plant replacement inspection; Prepare for native seeding inspection (year 3 of 5); For above tasks, coordinate with HMG as needed; Native seeding plant establishment inspection (year 3 of 5); Outfall repair native seeding installation inspection; Outfall native seeding 40-day establishment plant inspection; Native seeding plant establishment inspection (year 4 of 5); Native seeding plant establishment inspection (year 5 of 5); For above tasks, coordination with contractor on inspections findings and weed control approach/schedule; For above tasks, coordinate with HMG as needed; For above tasks, provide inspection documentation to Jacobs and assist with pay applications.

ii. The PMC feels this is a reasonable level of effort for these services.

2. <u>Subtask D On-Call Services:</u>

a. Provide additional support for ongoing litigation for WP42-A1/A3 (Task Order Subtask 2.D)

i. HMG estimated an additional $21,528 of budget to provide additional support for ongoing litigation for WP42-A1/A3.

ii. At an average labor rate of approximately $168 per hour, this is approximately 128 hours of service.

iii. The PMC feels this is a reasonable level of effort for these services.

The table below lists the task order budgets by subtask.

Table 2: WP-42 Task Order Budgets by Subtask:

Subtask	Current Budget ($)	Amendment 10 ($)	Revised Budget ($)
A. SDB	181,378.82		181,378.82
B. SDC	6,159,945.00	233,472.00	6,393,417.00
C. PM	0.00		0.00
D. On Call	65,000.00	21,528.00	86,528.00
TOTAL	**6,406,323.82**	**255,000.00**	**6,661,323.82**

The PMC prepared this task order amendment, and feels the information is accurate, complete, and ready for Executive Director review.

ATTACHMENT(S):

1. Draft Task Order 17, Amendment 10
2. HMG cost proposal dated September 28, 2020

Prepared by: Program Management Consultant

Kristopher Grigg — 9/28/2020

Kristopher Grigg
Jacobs

Date

Submitted by:

Joel Paulsen Diversion Authority Executive Director
Concur: *Non-Concur:*

Cc: Technical Advisory Group

- Nathan Boerboom, City of Fargo Engineer/Diversion Authority Project Manager
- David Overbo, Clay County Engineer
- Jason Benson, Cass County Engineer
- Robert Zimmerman, Moorhead City Engineer
- Matt Stamness, Assistant Cass County Engineer/Diversion Authority Project Manager
- Dustin Scott, West Fargo City Engineer
- Kris Bakkegard, PE, FMDA Director of Engineering

This is Task Order No. 17, Amendment -10~~9~~, consisting of 8 pages.

Houston-Moore Group, LLC

Task Order No. 17, Amendment ~~9~~10

FMDA Purchase Order No. 174124

Services During Construction – Work Package 42

In accordance with the Master Agreement for Professional Services between **Fargo-Moorhead Flood Diversion Authority** ("Owner") and **Houston-Moore Group, LLC** (HMG) ("Engineer"), dated May 1, 2017 ("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. 17 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: SERVICES DURING CONSTRUCTION – WORK PACKAGE 42

   B. Description: Provide Services During Bid (SDB) and Services During Construction (SDC) for projects designed by HMG for the Fargo-Moorhead Area Flood Diversion Project (Project).

   C. Background: The scope of work for this Task Order includes SDB and SDC. Owner will be issuing various construction packages for bid. Engineer will assist Owner with SDC, including SDB. It is anticipated that the following construction contracts will be required:

      1. WP-42A.1, A.3 – Red River Levees – 4th Street Lift Station, Gatewell, and Outfall Structure
      2. WP-42A.2 – Red River Levees –2nd Street Lift Station and Gatewell Structure
      3. WP-42F.1S – Flood Control, 2nd Street North, South of Pump Station
      4. WP-42H.2 – El Zagal Area Flood Risk Management – Phase 2 (SDB and SDC)
      5. WP-42I.1 – Mickelson Levee Extension (SDB and SDC)
      6. WP-42C.2 – Park East Demolition (SDB and SDC)
      7. WP-42C.1 – HoJo, Old Shakey's, and FPS Demolition (SDB and SDC)
      8. WP-42F.1N – Flood Control, 2nd Street North, North of Pump Station (SDB only)
      9. WP-42F.2 - Flood Control, 2nd Street South, (Park East) (SDB and SDC)
      10. WP-42G – General Landscaping and Plantings (SDB and SDC)
      11. WP-42E – 2nd St. So. and Main Ave. Flood Mitigation (SDB and SDC)

2. Services of Engineer

   The following functions and activities describe the general services authorized under this Task Order, Engineer will perform activities to accomplish the scope described herein, as well as other services that may be mutually agreed to by the parties pursuant to the terms of the Agreement.

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A. SERVICES DURING BIDDING

1. Respond to bidder inquiries forwarded by Owner's Representative during advertisement period and prepare addenda as necessary to provide a clear, biddable set of solicitation documents.
2. Attend and participate in pre-bid meetings and site visits.
3. Attend bid openings and, if requested, assist in evaluation of bids.
4. Incorporate addenda into the plans and technical specifications to create a set of Contract Award Documents.
5. Prepare a submittal register based on the Contract Documents indicating required submittals, the specific technical submittals requiring review and/or approval by the Engineer, and administrative submittals that can be reviewed by the Owner's Representative.

B. SERVICES DURING CONSTRUCTION

1. Comply with the general guidelines of the Memorandum for Record No. 018 (MFR-018) "Fargo-Moorhead Metro (FMM) Flood Risk Management (FRM) Project - Sponsor Constructed Features Roles and Responsibilities" between the Diversion Authority, US Army Corps of Engineers (USACE), and the Program Management Consultant (PMC) as modified herein.
2. Fulfill the duties of Engineer in accordance with the specific requirements of the Contract Documents for each project. Follow project documentation requirements provided by the PMC.
3. Participate in one or more partnering meetings.
4. Comply with Owner's and Contractor's safety plans.
5. Provide a Resident Project Representative (RPR) that will represent the Engineer and Owner's Representative. RPR will have the duties and defined in the Contract Documents for each project.
6. Provide Quality Assurance Managers and/or Project Engineers to perform general field observation and manage the specific inspections to be performed by third party materials testing firm, and other specialty inspection agents as needed.
    a. Validate results of tests and inspections, oversee retesting or other actions needed to reconcile deficiencies.
    b. Maintain a log for each type of test conducted.
    c. Prepare Daily Reports and submit to Owner's Representative and City of Fargo.
    d. Prepare Weekly Reports for each project documenting the work performed by Contractor, Quality Assurance activities performed, and current issues and challenges.
7. Respond to Requests for Information and other construction communication provided by the Owner's Representative.

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8. Review shop drawings, samples, and operation and maintenance manuals for conformance with the Contract Documents.
9. Lead development and scoping, and coordinate Contractor pricing of Change Orders or other modifications that affect the design or function of the Project, and provide drafts to PMC for review and approval recommendation to Owner.
10. Perform the following survey tasks in accordance with MRF-015, Survey Standards:
    a. Additional project control, if required.
    b. Benchmark checks during construction.
    c. Existing conditions surveys.
    d. Quantity surveys for Contractor's monthly payment application.
    e. As-built construction surveys
11. Maintain a set of full-scale contract drawings indicating as-built conditions. Assemble redline information from Contractor, Engineer's Resident Project Representative, and other sources to maintain these drawings.
12. Prepare or review site visit reports for site visits by Engineer, USACE or their external peer review team, or other authorities.
13. Provide commissioning activities, including equipment testing, demonstrations of capability and operability, and training of operating staff.
14. Assist Owner's Representative with determination of monthly pay application quantities.
15. Identify issues on a punch list for the Contractor to resolve. Upon completion of punch list items, coordinate a final inspection. Document each inspection.
16. Following completion of construction, update the Design Document Report to reflect the design changes, contract modifications, site conditions encountered, testing, and submittals.
17. Provide Final As-Built drawings in conformance with the same standards as the design drawings.
18. Prepare a post construction Inspection and Monitoring Plan specifying annual inspections required to verify satisfactory maintenance and performance of the flood risk management features.
19. Provide flood risk reduction certifications as required by Owner.
20. Deliverables:
    a. Contract Award Document(s)
    b. Log of QC Tests
    c. Daily Reports
    d. Weekly Reports
    e. Site Visit Reports
    f. Punch List(s)

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g. Updated Design Document Report

h. Final As-Built Drawings

i. Inspection and Monitoring Plan

j. Flood Risk Reduction Certification

k. Technical support, numerical modeling and analysis and troubleshooting regarding the 2nd Street Pump station soft starters.

l. Additional troubleshooting services for WP42A2.

C. PROJECT MANAGEMENT (budget for these tasks included in Subtask 2.B)

1. Provide project management, including monthly status reports and invoicing to PMC, on Engineer's task activity.
2. Participate in regular and periodic meetings or teleconferences with contractors, the Owner's Representative, City of Fargo, Owner, and USACE.
3. Deliverables:
    a. Monthly status reports and invoices

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D. ON-CALL SERVICES

1. Respond to requests for services from Owner or Owner's Representative for tasks not included in individual Task Orders. Services will be provided only with written authorization from Owner or Owner's Representative.

    a. Litigation support services.

2. Deliverables:

    a. On-call services deliverables as requested.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement.

4. Times for Rendering Services

Subtask	Start Time	Completion Time
All Work	July 10, 2014	September 30, 2016
Amendment 2	January 28, 2016	June 30, 2017
Amendment 3	May 1, 2016	July 31, 2017
Amendment 5	July 31, 2017	December 31, 2018
Amendment 6	October 24, 2018	June 30, 2020
Amendment 7		June 30, 2020
Amendment 8		December 31, 2020
Amendment 9		December 31, 2020
Amendment 10		December 31, 2021

5. Payments to Engineer

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

I. Compensation for services in Subtasks A, B, and C shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Paragraph 14 of the Agreement.

II. The budgets for Subtask D is an allowance.

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 written authorization.

~~D.~~

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Subtask	Activity ID	Current Budget ($)	Change ($)	Revised Budget ($)
A. Services During Bid	CN-9520 WP-42SDC	181,378.821 ~~81,378.82~~	~~0~~	181,378.821 ~~81,378.82~~
B. Services During Construction	CN-9520 WP-42SDC	6,159,945.00 ~~5,938,644~~	233,472.002 ~~21,301~~	6,393,417.00 ~~5,938,644~~
C. Project Management	CN- 9520 WP-42SDC	~~0~~	~~0~~	~~0~~
D. On-Call Services	CN-9520 WP-42SDC	65,000.00~~65,000~~	21,528.00~~0~~	86,528.00~~65,000~~
TOTAL		**6,406,323.82** ~~**6,185,022.82**~~	**255,000.002** ~~**21,301**~~	**6,661,323.82** ~~**6,406,323.82**~~

E. The terms of payment are set forth in Paragraph 15 of the Agreement.

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

F.

6. Sub consultants:

   A. Barr Engineering (geotechnical inspections and support)
   B. SRF (signaling and lighting and landscaping)
   C. HDR

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 -Task Order Edition, dated May 1, 2017.
   B. AWD-00050 REV-0, Services During Bidding-WP-42F.1S, dated July 9, 2015.
   C. AWD-00052 REV 0, WP-42C.2 SDC and WP-42C.1 SDB, dated November 12, 2015.
   D. AWD-00058 REV 0, WP-42F.1N SDC and WP-42F.2 SDB, dated May 12, 2016.
   E. AWD-00059 REV 0, WP-42F.1S, WP-42H.2, and WP-421.1 additional SDC, dated May 26, 2016.
   F. HMG cost proposal received October 17, 2018.
   G. HMG cost proposal received August 12, 2019.
   H. HMG cost proposal received January 23, 2020
   ~~H.~~I. HMG cost proposal received August 7, 2020

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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.

11. Electronic Signatures. **Fargo-Moorhead Flood Diversion Authority** and **Houston-Moore Group, LLC**, agrees that the electronic signature to this **Task Order No. 17, Amendment 10~~9~~ Work-In-Kind (WIK)** shall be as valid as an original signature of **Fargo-Moorhead Flood Diversion Authority** and **Houston-Moore Group, LLC** and shall be effective to bind the signatories to this **Task Order No. 17, Amendment 10~~9~~ Work-In-Kind (WIK).** For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or an electronic acknowledgment which provides the signatory the ability to validate and affix a digital signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

The Effective Date of this Task Order is July 10, 2014.

ENGINEER:	OWNER:
Houston-Moore Group, LLC	**Fargo-Moorhead Metro Diversion Authority**
Signature Date	Signature Date
Jeffry J. Volk Name	Joel Paulsen Name
President Title	Executive Director Title
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
C. Gregg Thielman Name	Kris Bakkegard~~Nathan Boerboom~~ Name
Sr. Project Manager Title	Director of Engineering~~Diversion Authority Project Manager, City of Fargo~~ Title
925 10th Avenue East West Fargo, ND 58078 Address	207 4th Street North, Suite A~~225 4th Street North~~ Fargo, ND 58102 Address
cgthielman@houstoneng.com E-Mail Address	BakkegardK@fmdiversion.gov~~nboerboom@cityoffargo.com~~ E-Mail Address
(701) 237-5065	(701) 660-0912~~476-6743~~

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Phone	Phone
Fax	Fax

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Received September 28, 2020

September 28, 2020

FM Metro Risk Management Project

Task Order No. 17 - Amendment 10 - Services During Construction - Work Package 42

Task	Activity Description	Personnel Costs												Cost Per Task
		Senior Project Manager		Professional Engineer II		Professional Engineer I		Project Engineer		2 Man Survey Crew		Administrative Assistant		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Services During Construction														
Task 2.B.5	WP-42E - Provide a Resident Project Representative (RPR) that will represent the Engineer and Owner's Representative. RPR will have the duties and defined in the Contract Documents for each project. Remaining work includes providing RPR services for WP42E through Project Closeout. Hours shown are effective from 7-1-2020.		$ -	60	$ 10,860		$ -	96	$ 13,920		$ -		$ -	$ 24,780
Task 2.B.6	WP-42E - Provide Quality Assurance Managers and/or Project Engineers to perform general field observation and manage the specific inspections agents as needed. This includes a) Validate results of tests and inspections, oversee retesting or other actions needed to reconcile deficiencies. b) Maintain a log for each type of test conducted. c) Prepare Daily Reports and submit to Owner's Representative and City of Fargo. d) Prepare a weekly report for each project documenting the work performed by Contractor, Quality Assurance activities performed, and current issues and challenges. Remaining work includes reporting and documentation services for WP42E through Project Closeout. Hours shown are effective from 7-1-2020.	2	$ 448	8	$ 1,448		$ -		$ -		$ -		$ -	$ 1,896
Task 2.B.10	WP-42E. Perform the following survey tasks in accordance with MFR-015, Survey Standards: Additional project control, existing condition surveys, quantity surveys for Contractor's monthly payment application and As-built construction surveys. Remaining work includes as-built survey services for WP42E.		$ -		$ -		$ -		$ -	20	$ 5,280		$ -	$ 5,280
Task 2.B.15	WP42E. Identify issues on a punch list for the Contractor to resolve. Upon completion of punch list items, coordinate a final inspection. Document each inspection. Remaining work includes punch list for WP42E closeout.		$ -	6	$ 1,086		$ -	12	$ 1,740		$ -		$ -	$ 2,826
Task 2.B.16	WP42-A1/A3, WP-42F2, WP-42E, WP-42F1S, and WP-42F1N. Following completion of construction, update the Design Documentation Report to reflect the design changes, contract modifications, site conditions encountered, testing, and submittals. Also includes any certifications. Need to develop final DDR and Certifications for referenced documents.	20	$ 4,480	100	$ 18,100	140	$ 23,940	200	$ 29,000		$ -		$ -	$ 75,520
Task 2.B.17	WP42-A1/A3, WP-42F2, WP-42E, WP42-F1S, and WP42-F1N. Provide Final As-Built drawings in conformance with the same standards as the design drawings. Also includes any certifications. Draft as-builts have been provided for WP42-A1/A3, WP42F2, WP42F1S, and WP42F1N. These need to be finalized and as-builts need to be developed for WP42E		$ -	20	$ 3,620	28	$ 4,788	60	$ 8,700		$ -		$ -	$ 17,108
Task 2.B.18	WP-42A1/A3, WP-42F2, WP-42E, WP-42F1S, and WP-42F1N. Prepare a post construction Inspection and Monitoring Plan specifying annual inspections required to verify satisfactory maintenance and performance of the flood risk management features. Also includes any certifications. Post-construction inspection and monitoring plan needs to be developed for the referenced work packages.		$ -	40	$ 7,240	40	$ 6,840	164	$ 23,780		$ -		$ -	$ 37,860
Task 2.B	Additional Support for WP42A1/A3 - HDR - $63,783 plus 5% markup - See Exhibit A for details													$ 66,972
Task 2.B	Additional Landscaping and Electrical Technical and RPR Support for WP-42E and WP-42G - SRF - $65,160 plus 5% markup - See Exhibit B for details													$ 51,009
	Expenses													$ 718
	Adjustment for Existing Budget Remaining as of 7-1-2020													$ (50,497)
	Subtotal for Subtask 2.B Services During Construction	**22**	**$ 4,928**	**234**	**$ 42,354**	**208**	**$ 35,568**	**532**	**$ 77,140**	**20**	**$ 5,280**	**0**	**$ -**	**$ 233,472**
On-Call Services														
Task 2.D	Additional support for ongoing litigation for WP42-A1/A3	0	$ -	40	$ 7,240	80	$ 13,680	0	$ -		$ -	8	$ 608	$ 21,528
	Subtotal for Subtask 2.D On-Call Services	**0**	**$ -**	**0**	**$ 7,240**	**0**	**$ 13,680**	**0**	**$ -**	**0**	**$ -**	**0**	**$ 608**	**$ 21,528**
	Grand Totals													**$ 255,000**

Exhibit A

SCOPE OF SERVICES

FARGO-MOORHEAD FLOOD RISK MANAGEMENT PROJECT
RED RIVER LEVEES – PHASE 1 2ND STREET/DOWNTOWN REACH
4TH STREET SOUTH STORM WATER PUMP STATION, GATEWELL AND OUTFALL (WP42A.1)

CONSTRUCTION ENGINEERING SERVICES CHANGE ORDER SUMMARY (6-1-2020)

PROJECT DESCRIPTION: 4th Street Pump Station, Gatewell and Outfall Project (WP42A.1) for the Fargo-Moorhead Area Flood Diversion Project (Project) with only the tasks left to complete listed below.

Task 2.B.7 Review and compile contractor submitted O&M manuals- 28 hours.

Task 2.B.11 Update the structural, electrical, mechanical, and architect portions of the DDR, 24 hours for each and 24 hours to combine. Provide electronic pdf submittal. - 128 hours

Task 2.B.12 Structural, mechanical, and architecture drawings have been updated. Update electrical plans per redlines. Provide electronic pdf submittal. - 56 hours.

Task 2.B.13 Prepare a post construction Inspection and Monitoring Plan specifying annual inspections required to verify satisfactory maintenance and performance of the flood risk management features. Follow provided O&M template and write applicable sections for individual project items (pump station, generator, gatewell, outfall), compile O&M's from contractor, coordinate HDR's sections with HEI's. Provide word doc submittal for Houston to compile. Two 2 hour meetings with Houston with project manager - 116 hours.

Task 2.B.14 Provide information for flood risk reduction certifications. - 2 hours.
Task 2.B.15 Attend 800 amp breaker testing and complete testing documentation. - 4 hours.

June 1, 2020 Summary - 334 hours

The hours in this June 1, 2020 change order provides an updated cost to complete for project closeout work which is expected to be completed before 12-31-2020. The major items covered in this change order are hours for the design documentation report, finalize as-built redlines, and O&M plan.

HDR Engineering Inc.
FM Metro Diversion Authority
4th Street Stormwater Pump Station - Project Closeout

Overhead Rate				
1. Direct Labor Costs: Labor Category		FM Diversion Rates ($/Hour)	Hours	Labor Only Fee
	Project Manager	$ 205.97	146.00	$30,071.62
	Project Manager	$ 205.97	0.00	$0.00
	Lead Project Engineer	$ 173.19	0.00	$0.00
	Senior Civil Engineer	$ 220.66	2.00	$441.32
	Civil Engineer	$ 155.28	0.00	$0.00
	Senior Structural Engineer	$ 196.52	16.00	$3,144.32
	Structural Engineer	$ 151.67	28.00	$4,246.76
	Senior Geotechnical Engineer	$ 205.68	0.00	$0.00
	Geotechnical Engineer	$ 158.43	0.00	$0.00
	Senior Electrical Engineer	$ 210.95	16.00	$3,375.20
	Electrical Engineer	$ 184.27	20.00	$3,685.40
	Senior Mechanical Engineer	$ 247.15	16.00	$3,954.40
	Mechanical Engineer	$ 168.09	16.00	$2,689.44
	Senior Environmental Engineer	$ 225.64	0.00	$0.00
	Environmental Engineer	$ 151.43	0.00	$0.00
	Senior Hydrologic/Hydraulic Engineer	$ 234.58	0.00	$0.00
	Hydrologic/Hydraulic Engineer	$ 182.35	0.00	$0.00
	Senior Architect	$ 208.47	12.00	$2,501.64
	Architect	$ 163.35	20.00	$3,267.00
	Landscape Architect	$ 161.21	0.00	$0.00
	Senior Surveyor	$ 159.65	0.00	$0.00
	Resident Construction Representative	$ 155.22	0.00	$0.00
	GIS	$ 125.12	0.00	$0.00
	Senior Engineering Technician	$ 132.14	0.00	$0.00
	CADD Operator	$ 122.58	40.00	$4,903.20
	Cost Estimator	$ 166.58	0.00	$0.00
	Archaeologist	$ 153.39	0.00	$0.00
	Economist	$ 192.90	0.00	$0.00
	Biologist	$ 131.66	0.00	$0.00
	Scheduler	$ 254.31	0.00	$0.00
	BIM/Visual Services/IT	$ 174.96	0.00	$0.00
	Administrative	$ 98.78	0.00	$0.00
	Accountant	$ 133.73	2.00	$267.46
	ITR Engineer	$ 276.47	0.00	$0.00
	Senior Project Manager	$ 277.27	0.00	$0.00
	Technical Specialist	$ 310.46	0.00	$0.00
	QA/QC Manager	$ 325.74	0.00	$0.00
	Managing Principal	$ 360.56	0.00	$0.00
	Program Specialist	$ 360.56	0.00	$0.00
SUBCONTRACTORS				
1. Subtotal Labor Fee			334.00	$62,547.76
2. Travel				$0.00
3. Other Direct Costs				$ 1,235.80
3a. Other Direct Cost Items				
3b. Markup on Direct Cost Items			0%	$ -
4. Subconsultants				
4a. Subconsultants (Direct Costs)				$ -
4b. Markup on Subconsultants			5%	$0.00
HDR 899 ODC Subtotal (Items 2,3,4)				**$1,235.80**
HDR Labor and ODC Total				**$63,783.56**
SUBTOTAL (Items 1 - 4) - HDR Fee				**$63,783.56**
TOTAL AMOUNT (ITEMS 1-4)			Fee	**$63,783.56**

Exhibit B

Construction Observation Tasks
HMG (SRF Delegated Tasks)
September 25, 2020

Construction Tasks Completed

WP 42E

- Electrical services related to punch list
- On site inspection of site furnishings
- Planting 40-day establishment inspection
- For above tasks, coordinate with HMG as needed

WP 42G

- Review and discussion regarding final plant replacement approach with Jacobs, Diversion Authority and H&M
- Prepared revised planting plans for final plant replacement
- Prepare and solicit outfall repair bid received from H&M. Based on response received, revise and resolicit bid from H&M
- Coordination with Jacobs, Diversion Authority, and H&M on outfall repair planting approach
- Final plant replacement inspection
- Prepare for native seeding inspection (year 3 of 5)
- For above tasks, coordinate with HMG as needed

Total Invoiced: $8,703.90

- July 2020: $2,460.50
- August 2020: $6,243.40

Outstanding Construction Observation Tasks

WP42E
Estimated Fee: $14,673

- Confirm dead plants identified at 40-day inspection have been replaced, confirm substantial completion for plantings has been met.
- Inspect plants at end of one-year warranty period. Identify dead plants to be replaced.
- Confirm dead plants identified at one-year warranty have been replaced.
- Inspect plants at end of second one-year warranty period. Identify dead plants.
- Electrical engineering close out and as-builts
- For above tasks, coordination with contractor on inspections findings and replacement approach/schedule.
- For above tasks, coordinate with HMG as needed
- For above tasks, provide inspection documentation to Jacobs and assist with pay applications.

Construction Observation Tasks
HMG (SRF Delegated Tasks)
September 25, 2020

WP42G
Estimated Fee: $23,305 + $1,899 (expenses)

- Native seeding plant establishment inspection (year 3 of 5)
- Outfall repair native seeding installation inspection
- Outfall native seeding 40-day establishment plant inspection
- Native seeding plant establishment inspection (year 4 of 5)
- Native seeding plant establishment inspection (year 5 of 5)
- For above tasks, coordination with contractor on inspections findings and weed control approach/schedule.
- For above tasks, coordinate with HMG as needed
- For above tasks, provide inspection documentation to Jacobs and assist with pay applications.

Total Fee: $48,580

SRF Consulting Group, Inc. — Work Tasks and Person-Hour Estimates

Client: Houston-Moore Group LLC

Project: F-M Diversion: 2nd Street/Downtown - In-Town Levees (Task Order 17)
WP42E - 2nd Street S and Main Avenue Flood Mitigation (In-Construction Services)
WP42G - General Landscape and Plantings (In-Construction Services)

7715.17

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
1.0	**PROJECT COORDINATION**									
	Assumptions: Jacobs is Owner's Representative, HEI is project design lead. SRF to be involved in 16 weeks of active construction for WP42E in 2020. One (1) year plant establishment period to begin after substantial completion. Assumes an additional year of warranty needed for plants replaced at end of one year plant establishment period. WP42G outfall plantings will have a three (3) year native plant establishment period instead of the five (5) year native plant establishement that used for initial WP42G native plantings. SRF to be involved in remaining four (4) years of native plant establishment for WP42G in 2020, 2021, 2022, and 2023. No shop drawing or as-built plans will be reviewed by SRF.									
1.1	**WP42E:** Project management and coordination between HEI and SRF team.	1	0	1	0	0	0	0	2	$396
1.2	**WP42G:** Project management and coordination between HEI and SRF team during annual planting review periods. Assumes 5 hours per year for Project Manager and 3 hours per year for Principal.	9	0	15	0	0	0	0	24	$4,596
1.3	**WP42E:** Coordination with Jacobs on processing payment requests. Assumes 4 hours per year for Project Manager and 1 hour per year for Principal between 2020-2022.	3	0	12	0	0	0	0	15	$2,736
1.4	**WP42G:** Coordination with Jacobs on processing payment requests. Assumes 4 hours per year for Project Manager and 1 hour per year for Principal between 2020-2023.	4	0	16	0	0	0	0	20	$3,648
1.5	**WP42G:** Coordination between SRF, Jacobs, and H&M on plantings at Outfall near Gateway Plaza and replacement plantings.	10	0	4	0	0	0	0	14	$2,928
	SUBTOTAL - TASK 1	**27**	**0**	**48**	**0**	**0**	**0**	**0**	**75**	**$14,304**
2.0	**ELECTRICAL ENGINEERING SERVICES**									
2.1	Provide electrical engineering services associated with 2nd St lighting connection to permanent power source	0	1	0	0	0	0	0	1	$192
2.2	Misc electrical engineering services	0	5	0	0	0	0	0	5	$960
	SUBTOTAL - TASK 2	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**6**	**$1,152**

SRF Consulting Group, Inc. — Work Tasks and Person-Hour Estimates

Client: Houston-Moore Group LLC
Project: F-M Diversion: 2nd Street/Downtown - In-Town Levees (Task Order 17)
WP42E - 2nd Street S and Main Avenue Flood Mitigation (In-Construction Services)
WP42G - General Landscape and Plantings (In-Construction Services)

7715.17

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
3.0	**ON-SITE INSPECTION**									
	Assumptions: **WP42E:** On-site inspection during plaza installation by local SRF staff with remote guidance from LA Designer (Item 4.1) Three on-site planting inspections by local SRF staff with remote guidance from LA Designer (Items 4.1, 4.2, and 4.5) Three on-site visits by one LA Designer for Planting Reviews (Items 4.3, 4.4, and 4.6). Each site visit assumes one full day on-site and (8) hours of vehicle travel. Planting inspection to include 42G plants replaced by 42E contractor. Additional on-site inspection to be done by local SRF staff. Hours include time to assemble documentation of visits and coordination with contractor. **WP42G:** Three on-site planting inspections by local SRF staff with remote guidance from LA Designer (Items 4.7, 4.8, and 4.11) Three on-site visits by one LA Designer for Planting Reviews during trips primarily for WP42E. (Items 4.9, 4.10, and 4.12) Four on-site visits by two LA Designers primarily for native seeding Planting Reviews, separate from WP42E tasks. Each site visit assumes one full day on-site and (8) hours of vehicle travel. (Items 4.13-4.17) Additional on-site inspection to be done by local SRF staff. Hours include time to assemble documentation of visits and coordination with contractor. Assumes the remaining plantings at Outfall near Gateway Plaza will be installed in spring 2020, with native seeding to have a 3-year warranty period.									
	WP42E:									
3.1	On-site inspection during installation of urban design features (including pavers, furnishings, and plants) (Spring/Summer 2020).	0	0	6	2	3	0	0	11	$1,744
3.2	Inspection at 40 Days (assume some dead plants require replacement (Summer 2020)	0	0	1	8	0	0	0	9	$1,460
3.3	Substantial Completion planting review - confirming replacement plants installed and confirmation of start of 1-year warranty period (Summer 2020) - **Combined Trip with WP42G Item 4.9**	0	0	2	8	0	0	0	10	$1,632
3.4	Final Completion planting review at end of 1-year Establishment/Warranty Period (Summer 2021) - **Combined Trip with WP42G Item 4.10**	2	0	16	0	0	0	0	18	$3,200
3.5	Inspection confirming replacement plants installed (Summer 2021)	1	0	8	8	0	0	0	17	$2,888
3.6	Final Completion planting review for replacement plants at end of 1-year Establishment/Warranty Period (Summer 2022) - **Combined Trip with WP42G Item 4.12**	2	0	16	0	0	0	0	18	$3,200

SRF Consulting Group, Inc. — Work Tasks and Person-Hour Estimates

Client: Houston-Moore Group LLC

Project: F-M Diversion: 2nd Street/Downtown - In-Town Levees (Task Order 17)
WP42E - 2nd Street S and Main Avenue Flood Mitigation (In-Construction Services)
WP42G - General Landscape and Plantings (In-Construction Services)

7715.17

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	WP42G:									
3.7	Final plant replacement layout review and installation inspection. Native seeding installation at Outfall near Gateway Plaza (late summer 2020)	1	0	4	7	0	0	0	12	$2,039
3.8	Inspection at 40 Days for native seeding at Outfall near Gateway Plaza	1	0	4	4	0	0	0	9	$1,556
3.9	1-Year Final Completion planting review for plants replaced in Fall 2020 (Fall 2021)	1	0	4	0	4	0	0	9	$1,432
3.10	Native Seeding Inspection - Year 3 (Fall 2020)	1	0	10	0	16	0	0	27	$4,024
3.11	Native Seeding Inspection - Year 4 & Oufall Area Year 1 (Fall 2021)	1	0	10	0	16	0	0	27	$4,024
3.12	Native Seeding Inspection - Year 5 & Outfall Area Year 2 (Fall 2022)	1	0	10	0	16	0	0	27	$4,024
	SRF Deliverables: Planting inspection reports for each on-site visit.									
	SUBTOTAL - TASK 3	**11**	**0**	**91**	**37**	**55**	**0**	**0**	**194**	**$31,223**
	TOTAL ESTIMATED PERSON-HOURS	**38**	**6**	**139**	**37**	**55**	**0**	**0**	**275**	
	AVERAGE HOURLY BILLING RATES	$224	$192	$172	$161	$130	$83	$68		
	ESTIMATED LABOR AND OVERHEAD	$8,512	$1,152	$23,908	$5,957	$7,150	$0	$0		$46,679
	ESTIMATED DIRECT NON-SALARY EXPENSES									$1,901
	TOTAL ESTIMATED FEE									**$48,580**

ESTIMATE OF DIRECT NON-SALARY EXPENSES:

LODGING (4 days for 1 LA):	Hotel Nights	4	Nights @	$150.00	$600
MEALS (4 days for 2 LA):	Per Diem	4	Days @	$45.00	$180
MILEAGE (500 miles per trip for LA, 7 trips):	Personal Vehicles	1900	Miles @	$0.575	$1,093
REPRODUCTION:	Copy Duplication	110	Copies @	$0.10	$11
	Color Copies	50	Copies @	$0.35	$18
	Bond Prints	0	Prints @	$6.00	$0
ESTIMATED DIRECT NON-SALARY EXPENSES					$1,901

SUMMARY OF COSTS:

		PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	
1.0	PROJECT COORDINATION	$ 6,048	$ -	$ 8,256	$ -	$ -	$ -	$ -	$ 14,304	
2.0	PROGRESS MEETINGS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
3.0	ELECTRICAL ENGINEERING SERVICES	$ -	$ 1,152	$ -	$ -	$ -	$ -	$ -	$ 1,152	
4.0	ON-SITE INSPECTION	$ 2,464	$ -	$ 15,652	$ 5,957	$ 7,150	$ -	$ -	$ 31,223	
										$46,679

CONTRACT NUMBER: Task Order 17, Amendment 10

PROJECT NAME: Work In Kind (WIK)

CONSULTANT NAME: HMG

DATE SUBMITTED: October 13, 2020

SUBMITTED BY: Kris Grigg/Jacobs

LEGAL REVIEW

X APPROVED AS IS

_____ APPROVED WITH COMMENTS

_____ NOT APPROVED

Legal Sign-Off (signature): John T. Shockley

Printed Name: John T. Shockley

Date of Sign-Off: 10-13-2020