FLOOD DIVERSION AUTHORITY

Item 6a.

Recommended Contracting Actions Summary

Date: September 08, 2016

Description	Company	Budget Estimate ($)
Construction Change Orders		
6.a.1 WP-42A.1/A.3,(4th Street Pump Station) Change Order #05 • Addition of sanitary sewer overflow connection for emergency use and removal of asbestos containing material.	ICS, Inc.	70,363.71
6.a.2 WP-42F.1S (Flood Control – 2nd St. N., South of Pump Station), Change Order #12 • Differing subsurface conditions and water main pipe bursting	Industrial Builders, Inc.	77,641.54
6.a.3 WP-42F.1N 2nd Street North (North of Pump Station) – Change Order #02 • Differing subsurface conditions, fire hydrants and vault 3A relocation, temporary water and BNSF Project Delay	Industrial Builders, Inc.	206,380.00
Total Construction Change Orders		**354,385.25**
Professional Services Agreement and Task Order		
6.a.4 AON Risk Services Central, INC • Professional Services Agreement		
6.a.5 Task Order No. 1, Amendment 0 • Pre-Award Public-Private-Partnership (P3) Risk Advisory Services.	AON Risk Services Central, Inc.	150,000.00

Recommended Contracting Actions Summary

6.a.1 WP-42A.1/A.3,(4th Street Pump Station) Change Order #05

Technical Advisory Group Recommendation

Meeting Date: 9/1/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Description	Budget Estimate ($)
ICS, Inc.	
Change Order #05	***$70,363.71***
WP-42A.1/A.3, 4th Street Pump Station – Addition of sanitary sewer overflow connection for emergency use, and T&M budget for additional costs to remove the 78" pipes now known to be coated in asbestos-containing material.	

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget ($) Change	Previous Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
WP-42A.1/A.3 contract	17,361,616.35	0.00	17,361,616.35	11-Dec-14	11-Nov-16	Awarded 4th Street Pump Station and 2nd Street South Floodwall
Change Order 1	268,555.24	17,361,616.35	17,630,171.59	11-Dec-14	11-Nov-16	Fargo Highrise parking lot modifications and other costs
Change Order 2	176,462.97	17,630,171.59	17,806,634.56	11-Dec-14	11-Nov-16	Unknown underground structures and other costs
Change Order 3	(10,570.93)	17,806,634.56	17,796,063.63	11-Dec-14	11-Nov-16	Deduct exterior electrical work and install fence, bollards, and lights at Fargo Highrise
Change Order 4	15,174.67	17,796,063.63	17,811.238.30	11-Dec-14	11-Nov-16	Time extensions and multiple cost adjustments for Engineer- and Owner-directed items.
Work Change Directive 6	17,811,238.30	~40,000.00	17,851,238.30*	11-Dec-14	11-Nov-16	Install stilling wells for ultrasonic transducers
Change Order 5	17,851,238.30*	70,363.71	17,921,602.01*	11-Dec-14	11-Nov-16	Last of suspended changes, sanitary overflow connection, T&M budget for ACM removal

** Includes estimated amount for work to perform WCD-006 (installation of stilling wells) which will be finalized in a future Change Order.*

DISCUSSION

Change Order No. 5 increases the Contract Price by **$70,363.71** for the following items:

1. **Overflow piping.** The project design impacts an existing passive (i.e., non-human interaction) overflow. Environmental agency requirements have been recently updated, which require these passive overflows to be eliminated whenever infrastructure upgrades occur. Since this project impacts an existing overflow, the project will provide a means for utilizing a mobile pump to temporarily transfer overflow to the storm sewer system on an emergency basis only.

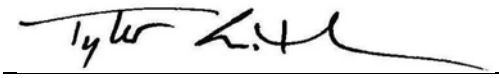
   The contractor proposed a Lump Sum cost of $10,363.71 for all labor and materials to install this connection. HMG and the City of Fargo reviewed this amount and found it reasonable. This work is also included in Work Change Directive 007 which is currently out for Chairman Vanyo's signature.

2. **T&M budget for asbestos removal**. The project scope includes removal of two existing 78" corrugated metal pipes that pass through the levee. At the time of bidding it was unknown that the pipes were coated with an asbestos-containing material (ACM), but during preparations for removal it was determined that this is in fact likely. Subsequent testing by Terracon confirmed the presence of ACM. This change item adds a budget of $60,000 to handle the additional costs for properly disposing of the ACM on a Time & Material basis. The Contractor will be paid only for costs that are actually incurred, and only after validation by HMG and CH2M field personnel. Unused budget will be deducted from the Contract Price at project closeout. There is currently no known schedule change associated with this item.

ATTACHMENT(S):

Draft Change Order No. 5

Submitted by:



Tyler Smith, P.E.
CH2M HILL
Project Manager
Metro Flood Diversion Project

9/1/2016
Date

Keith Berndt, Cass County Administrator
Concur: *08Sep2016* *Non-Concur:* _____

April Walker, Fargo City Engineer
Concur: *02Sep2016* *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: *02Sep2016* *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: *08Sep2016* *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: *02Sep2016* *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: *02Sep2016* *Non-Concur* _____

Nathan Boerboom, Diversion Authority Project Manager
Concur: *02Sep2016* *Non-Concur:* _____

Change Order No. 05

Date of Issuance:	09/08/2016	Effective Date:	09/08/2016
Owner:	Metro Flood Diversion Authority	Owner's Contract No.:	WP-42A.1/A.3
Owner's Representative:	CH2M HILL Engineers, Inc.	Owner's Representative Project No.:	435534
Contractor:	ICS, Inc.	Contractor's Project No.:	1114
Engineer:	Houston-Moore Group, LLC	Work Package No.:	WP-42A.1/A.3
Project:	Fargo-Moorhead Area Diversion	Contract Name:	4th Street Pump Station and Gatewell and 2nd Street Floodwall South

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

Description:

1. SANITARY OVERFLOW CONNECTION

   Increase Contract Price by **$10,363.71** by adding line item *0160, Sanitary Overflow Connection*, as shown in the attached Change Order 5 Unit Price Schedule dated 9/8/2016, to accommodate installation of a sanitary overflow connection in accordance with Work Change Directive 007.

2. ASBESTOS REMOVAL

   Increase Contract Price by **$60,000.00** by adding line item *0161, T&M Budget for 78" Asbestos Pipe Removal*, as shown in the attached Change Order 5 Unit Price Schedule dated 9/8/2016, to accommodate the additional costs associated with disposing of the existing 78" corrugated metal pipes that are now known to be coated in an asbestos-containing material. The additional costs will be billed against this line item on a Time and Materials basis.

Attachments:

- Change Order 5 Unit Price Schedule dated 9/8/16

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **17,361,616.35**	Original Contract Times: Milestone 4.02.A.02: November 1, 2015 Milestone 4.02.A.02a: NA Milestone 4.02.A.03: July 31, 2015 Milestone 4.02.A.04: August 20, 2015 Milestone 4.02.A.05: November 13, 2015
[Increase] [~~Decrease~~] from previously approved Change Orders No. 01 thru 04:	[Increase] [~~Decrease~~] from previously approved Change Orders No. 01 thru 04: Milestone 4.02.A.02: 30 days Milestone 4.02.A.02.a: 14 days Milestone 4.02.A.03: 29 days

	Milestone 4.02.A.04: 29 days
449,621.95	Milestone 4.02.A.05: 7 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Milestone 4.02.A.02: December 1, 2015
	Milestone 4.02.A.02a: November 15, 2015
	Milestone 4.02.A.03: August 29, 2015
	Milestone 4.02.A.04: September 18, 2015
17,811,238.30	Milestone 4.02.A.05: November 20, 2015
[Increase] [~~Decrease~~] of this Change Order:	[~~Increase~~] [~~Decrease~~] of this Change Order:
70,363.71	NA
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Milestone 4.02.A.02: December 1, 2015
	Milestone 4.02.A.02a: November 15, 2015
	Milestone 4.02.A.03: August 29, 2015
	Milestone 4.02.A.04: September 18, 2015
17,881,602.01	Milestone 4.02.A.05: November 20, 2015

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Owner's Representative (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Construction Manager	Title: _____	Title: _____
Date: 09/08/2016	Date: _____	Date: _____

WP-42A.1/A.3
4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 5 Unit Price Schedule
DATE: 9/8/2016

WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South												
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-04)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0001	Mobilization	LS	1	$ 350,000.00	$ 350,000.00	0	$ -	$ -	1	$ 350,000.00	$ 350,000.00	
0002	Remove Sanitary Sewer Manhole	EA	2	$ 1,100.00	$ 2,200.00	0	$ -	$ -	2	$ 1,100.00	$ 2,200.00	
0003	F&I Pipe SDR 26 - 10" Dia PVC	LF	145	$ 70.00	$ 10,150.00	0	$ -	$ -	145	$ 70.00	$ 10,150.00	
0004	Remove Sanitary Sewer Pipe All Sizes All Types	LF	140	$ 11.00	$ 1,540.00	0	$ -	$ -	140	$ 11.00	$ 1,540.00	
0005	Rem & Repl Sanitary Sewer Casting - Floating Manhole	EA	1	$ 800.00	$ 800.00	0	$ -	$ -	1	$ 800.00	$ 800.00	
0006	Sanitary Sewer Manhole	EA	2	$ 4,500.00	$ 9,000.00	0	$ -	$ -	2	$ 4,500.00	$ 9,000.00	
0007	Sanitary Sewer Exterior Drop Manhole	EA	1	$ 12,000.00	$ 12,000.00	0	$ -	$ -	1	$ 12,000.00	$ 12,000.00	
0008	F&I 5" Hydrant	EA	2	$ 6,000.00	$ 12,000.00	0	$ -	$ -	2	$ 6,000.00	$ 12,000.00	
0009	Salvage Hydrant	EA	2	$ 600.00	$ 1,200.00	0	$ -	$ -	2	$ 600.00	$ 1,200.00	
0010	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	479	$ 60.00	$ 28,740.00	0	$ -	$ -	479	$ 60.00	$ 28,740.00	
0011	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	416	$ 65.00	$ 27,040.00	0	$ -	$ -	416	$ 65.00	$ 27,040.00	
0012	Remove Water Main Pipe All Sizes All Types	LF	697	$ 11.00	$ 7,667.00	0	$ -	$ -	697	$ 11.00	$ 7,667.00	
0013	F&I Gate Valve 6" Dia	EA	5	$ 2,200.00	$ 11,000.00	0	$ -	$ -	5	$ 2,200.00	$ 11,000.00	
0014	F&I Gate Valve 10" Dia	EA	3	$ 4,000.00	$ 12,000.00	0	$ -	$ -	3	$ 4,000.00	$ 12,000.00	
0015	Watermain Fittings	LBS	4,157	$ 12.00	$ 49,884.00	0	$ -	$ -	4,157	$ 12.00	$ 49,884.00	
0016	F&I Overflow Structure	EA	1	$ 18,000.00	$ 18,000.00	0	$ -	$ -	1	$ 18,000.00	$ 18,000.00	
0017	F&I Manhole 4' Dia Reinf Conc	EA	3	$ 5,000.00	$ 15,000.00	0	$ -	$ -	3	$ 5,000.00	$ 15,000.00	
0018	F&I Manhole 5' Dia Reinf Conc	EA	1	$ 5,000.00	$ 5,000.00	0	$ -	$ -	1	$ 5,000.00	$ 5,000.00	
0019	F&I Manhole 6' Dia Reinf Conc	EA	2	$ 20,000.00	$ 40,000.00	0	$ -	$ -	2	$ 20,000.00	$ 40,000.00	
0020	F&I Manhole 7' Dia Reinf Conc	EA	3	$ 22,000.00	$ 66,000.00	0	$ -	$ -	3	$ 22,000.00	$ 66,000.00	
0021	F&I Manhole Type E Reinf Conc	EA	2	$ 70,000.00	$ 140,000.00	0	$ -	$ -	2	$ 70,000.00	$ 140,000.00	
0022	F&I Manhole Type E Reinf Conc (ST-4)	EA	1	$ 250,000.00	$ 250,000.00	0	$ -	$ -	1	$ 250,000.00	$ 250,000.00	
0023	F&I Manhole Type E Reinf Conc (ST-3)	EA	1	$ 225,000.00	$ 225,000.00	0	$ -	$ -	1	$ 225,000.00	$ 225,000.00	
0024	F&I Manhole Type E Reinf Conc (ST-2)	EA	1	$ 225,000.00	$ 225,000.00	0	$ -	$ -	1	$ 225,000.00	$ 225,000.00	
0025	F&I Manhole Type E Reinf Conc (ST-1)	EA	1	$ 225,000.00	$ 225,000.00	0	$ -	$ -	1	$ 225,000.00	$ 225,000.00	
0026	Remove Storm Sewer Manhole	EA	5	$ 600.00	$ 3,000.00	0	$ -	$ -	5	$ 600.00	$ 3,000.00	
0027	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1	$ 5,000.00	$ 5,000.00	0	$ -	$ -	1	$ 5,000.00	$ 5,000.00	
0028	F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	1	$ 15,000.00	$ 15,000.00	0	$ -	$ -	1	$ 15,000.00	$ 15,000.00	

WP-42A.1/A.3
4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 5 Unit Price Schedule
DATE: 9/8/2016

WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South												
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-04)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0029	F&I Inlet - Single Box (SBI) Reinf Conc	EA	1	$ 5,000.00	$ 5,000.00	0	$ -	$ -	1	$ 5,000.00	$ 5,000.00	
0030	F&I Inlet - Double Box (DBI) Reinf Conc	EA	1	$ 7,000.00	$ 7,000.00	0	$ -	$ -	1	$ 7,000.00	$ 7,000.00	
0031	F&I Inlet - Special (SPI) Reinf Conc	EA	2	$ 2,000.00	$ 4,000.00	0	$ -	$ -	2	$ 2,000.00	$ 4,000.00	
0032	Riprap (Outlet)	CY	410	$ 125.00	$ 51,250.00	0	$ -	$ -	410	$ 125.00	$ 51,250.00	
0033	Box Culvert End Section with Grate	EA	1	$ 25,000.00	$ 25,000.00	0	$ -	$ -	1	$ 25,000.00	$ 25,000.00	
0034	PLUG PIPE 33" DIA.	EA	1	$ 1,500.00	$ 1,500.00	0	$ -	$ -	1	$ 1,500.00	$ 1,500.00	
0035	PLUG PIPE 72" DIA.	EA	1	$ 3,300.00	$ 3,300.00	0	$ -	$ -	1	$ 3,300.00	$ 3,300.00	
0036	PLUG PIPE 78" DIA.	EA	2	$ 4,500.00	$ 9,000.00	0	$ -	$ -	2	$ 4,500.00	$ 9,000.00	
0037	F&I Pipe 18" Dia Reinf Conc	LF	291	$ 95.00	$ 27,645.00	0	$ -	$ -	291	$ 95.00	$ 27,645.00	
0038	F&I Pipe 24" Dia Reinf Conc	LF	86	$ 120.00	$ 10,320.00	0	$ -	$ -	86	$ 120.00	$ 10,320.00	
0039	F&I Pipe 30" Dia Reinf Conc	LF	137	$ 220.00	$ 30,140.00	0	$ -	$ -	137	$ 220.00	$ 30,140.00	
0040	F&I Pipe 36" Dia Reinf Conc	LF	8	$ 250.00	$ 2,000.00	0	$ -	$ -	8	$ 250.00	$ 2,000.00	
0041	F&I Pipe 48" Dia Reinf Conc	LF	79	$ 300.00	$ 23,700.00	0	$ -	$ -	79	$ 300.00	$ 23,700.00	
0042	F&I Pipe 54" Dia Reinf Conc	LF	79	$ 800.00	$ 63,200.00	0	$ -	$ -	79	$ 800.00	$ 63,200.00	
0043	F&I Pipe 72" Dia Reinf Conc	LF	51	$ 900.00	$ 45,900.00	0	$ -	$ -	51	$ 900.00	$ 45,900.00	
0044	F&I Pipe 12" Dia PVC	LF	99	$ 120.00	$ 11,880.00	0	$ -	$ -	99	$ 120.00	$ 11,880.00	
0045	Remove Storm Sewer Pipe All Sizes All Types	LF	2,788	$ 85.00	$ 236,980.00	0	$ -	$ -	2,788	$ 85.00	$ 236,980.00	
0046	30" Flapgate	EA	-	$ 25,000.00	$ -	0	$ -	$ -	-	$ 25,000.00	$ -	
0047	54" Flapgate	EA	1	$ 30,000.00	$ 30,000.00	0	$ -	$ -	1	$ 30,000.00	$ 30,000.00	
0048	F&I Pipe w/GB 30" Dia Reinf Conc	LF	240	$ 1,100.00	$ 264,000.00	0	$ -	$ -	240	$ 1,100.00	$ 264,000.00	
0049	F&I Pipe w/GB 36" Dia Reinf Conc	LF	88	$ 1,200.00	$ 105,600.00	0	$ -	$ -	88	$ 1,200.00	$ 105,600.00	
0050	F&I Pipe w/GB 54" Dia Reinf Conc	LF	19	$ 2,000.00	$ 38,000.00	0	$ -	$ -	19	$ 2,000.00	$ 38,000.00	
0051	F&I Box Culvert 8'x5' Wide Reinf Conc Cast in Place with depth of fill 1' to 10'	LF	495	$ 1,500.00	$ 742,500.00	0	$ -	$ -	495	$ 1,500.00	$ 742,500.00	
0052	F&I Box Culvert 8'x5' Wide Reinf Conc Cast in Place with depth of fill 10' to 31'	LF	128	$ 2,800.00	$ 358,400.00	0	$ -	$ -	128	$ 2,800.00	$ 358,400.00	
0053	F&I Box Culvert 8'x5' Wide Reinf Conc Precast	LF	186	$ 1,300.00	$ 241,800.00	0	$ -	$ -	186	$ 1,300.00	$ 241,800.00	
0054	Remove Pavement All Thicknesses All Types	SY	8,226	$ 10.00	$ 82,260.00	0	$ -	$ -	8,226	$ 10.00	$ 82,260.00	
0055	Subgrade Preparation	SY	10,496	$ 4.50	$ 47,232.00	0	$ -	$ -	10,496	$ 4.50	$ 47,232.00	
0056	F&I Woven Geotextile	SY	10,496	$ 2.50	$ 26,240.00	0	$ -	$ -	10,496	$ 2.50	$ 26,240.00	

WP-42A.1/A.3
4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 5 Unit Price Schedule
DATE: 9/8/2016

WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South												
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-04)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0057	F&I Class 5 Agg - 6" Thick	SY	5,578	$ 10.00	$ 55,780.00	0	$ -	$ -	5,578	$ 10.00	$ 55,780.00	
0058	F&I Class 5 Agg - 7" Thick	SY	2,212	$ 12.00	$ 26,544.00	0	$ -	$ -	2,212	$ 12.00	$ 26,544.00	
0059	F&I Class 5 Agg - 8" Thick	SY	733	$ 13.00	$ 9,529.00	0	$ -	$ -	733	$ 13.00	$ 9,529.00	
0060	F&I Class 5 Agg - 12" Thick	SY	1,973	$ 20.00	$ 39,460.00	0	$ -	$ -	1,973	$ 20.00	$ 39,460.00	
0061	F&I Crushed Conc - 6" Thick	SY	120	$ 13.00	$ 1,560.00	0	$ -	$ -	120	$ 13.00	$ 1,560.00	
0062	F&I Curb & Gutter Standard (Type II)	LF	2,030	$ 40.00	$ 81,200.00	0	$ -	$ -	2,030	$ 40.00	$ 81,200.00	
0063	Remove Curb & Gutter	LF	1,924	$ 10.00	$ 19,240.00	0	$ -	$ -	1,924	$ 10.00	$ 19,240.00	
0064	F&I Pavement 6" Thick Reinf Conc	SY	3,744	$ 66.00	$ 247,104.00	0	$ -	$ -	3,744	$ 66.00	$ 247,104.00	
0065	F&I Pavement 7" Thick Reinf Conc	SY	1,484	$ 75.00	$ 111,300.00	0	$ -	$ -	1,484	$ 75.00	$ 111,300.00	
0066	F&I Pavement 9" Thick Doweled Conc	SY	1,519	$ 90.00	$ 136,710.00	0	$ -	$ -	1,519	$ 90.00	$ 136,710.00	
0067	F&I Sidewalk 4" Thick Reinf Conc	SY	1,401	$ 60.00	$ 84,060.00	0	$ -	$ -	1,401	$ 60.00	$ 84,060.00	
0068	Remove Sidewalk All Thicknesses All Types	SY	1,112	$ 15.00	$ 16,680.00	0	$ -	$ -	1,112	$ 15.00	$ 16,680.00	
0069	Temp Construction Entrance	EA	4	$ 1,700.00	$ 6,800.00	0	$ -	$ -	4	$ 1,700.00	$ 6,800.00	
0070	Traffic Control - Type 1	LS	1	$ 26,000.00	$ 26,000.00	0	$ -	$ -	1	$ 26,000.00	$ 26,000.00	
0071	F&I Aggregate for Asph Pavement Class 29	TON	930	$ 80.00	$ 74,400.00	0	$ -	$ -	930	$ 80.00	$ 74,400.00	
0072	F&I Asphalt Cement PG 58-28	GAL	13,385	$ 4.00	$ 53,540.00	0	$ -	$ -	13,385	$ 4.00	$ 53,540.00	
0073	F&I Impressioned 4" Thick Reinf Conc	SY	72	$ 220.00	$ 15,840.00	0	$ -	$ -	72	$ 220.00	$ 15,840.00	
0074	F&I Det Warn Panels Cast Iron	SF	109	$ 70.00	$ 7,630.00	0	$ -	$ -	109	$ 70.00	$ 7,630.00	
0075	F&I Sign Assembly	EA	18	$ 220.00	$ 3,960.00	0	$ -	$ -	18	$ 220.00	$ 3,960.00	
0076	Relocate Sign Assembly	EA	13	$ 220.00	$ 2,860.00	0	$ -	$ -	13	$ 220.00	$ 2,860.00	
0077	F&I Engineering Grade	SF	23	$ 30.00	$ 690.00	0	$ -	$ -	23	$ 30.00	$ 690.00	
0078	F&I Diamond Grade Cubed	SF	6	$ 40.00	$ 252.00	0	$ -	$ -	6	$ 40.00	$ 252.00	
0079	F&I High Intensity Prismatic	SF	28	$ 35.00	$ 966.00	0	$ -	$ -	28	$ 35.00	$ 966.00	
0080	F&I Flexible Delineator	EA	2	$ 130.00	$ 260.00	0	$ -	$ -	2	$ 130.00	$ 260.00	
0081	F&I Grooved Plastic Film Message	SF	80	$ 50.00	$ 4,000.00	0	$ -	$ -	80	$ 50.00	$ 4,000.00	
0082	F&I Grooved Plastic Film 4" Wide	LF	1,485	$ 10.00	$ 14,850.00	0	$ -	$ -	1,485	$ 10.00	$ 14,850.00	
0083	F&I Grooved Plastic Film 24" Wide	LF	72	$ 40.00	$ 2,880.00	0	$ -	$ -	72	$ 40.00	$ 2,880.00	
0084	Paint Epoxy Message	SF	32	$ 20.00	$ 640.00	0	$ -	$ -	32	$ 20.00	$ 640.00	

WP-42A.1/A.3
4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 5 Unit Price Schedule
DATE: 9/8/2016

WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South												
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-04)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0085	Paint Epoxy Line 4" Wide	LF	3,244	$ 6.00	$ 19,464.00	0	$ -	$ -	3,244	$ 6.00	$ 19,464.00	
0086	Paint Epoxy Line 8" Wide	LF	234	$ 10.00	$ 2,340.00	0	$ -	$ -	234	$ 10.00	$ 2,340.00	
0087	Paint Epoxy Line 24" Wide	LF	-	$ 20.00	$ -	0	$ -	$ -	-	$ 20.00	$ -	
0088	Obliterate Pavement Markings	SF	182	$ 35.00	$ 6,370.00	0	$ -	$ -	182	$ 35.00	$ 6,370.00	
0089	Temp Fence - Safety	LF	2,167	$ 6.00	$ 13,002.00	0	$ -	$ -	2,167	$ 6.00	$ 13,002.00	
0090	Remove Fence	LF	202	$ 27.00	$ 5,454.00	0	$ -	$ -	202	$ 27.00	$ 5,454.00	
0091	Temp Pumping	LS	1	$ 95,000.00	$ 95,000.00	0	$ -	$ -	1	$ 95,000.00	$ 95,000.00	
0092	Clear & Grub	LS	1	$ 15,000.00	$ 15,000.00	0	$ -	$ -	1	$ 15,000.00	$ 15,000.00	
0093	Remove Tree	EA	19	$ 600.00	$ 11,400.00	0	$ -	$ -	19	$ 600.00	$ 11,400.00	
0094	Silt Fence - Standard	LF	784	$ 4.00	$ 3,136.00	0	$ -	$ -	784	$ 4.00	$ 3,136.00	
0095	Floating Silt Fence	LF	93	$ 30.00	$ 2,790.00	0	$ -	$ -	93	$ 30.00	$ 2,790.00	
0096	Sediment Control Log 6" to 8" Dia	LF	1,130	$ 3.00	$ 3,390.00	0	$ -	$ -	1,130	$ 3.00	$ 3,390.00	
0097	Inlet Protection - New Inlet	EA	7	$ 300.00	$ 2,100.00	0	$ -	$ -	7	$ 300.00	$ 2,100.00	
0098	Inlet Protection - Existing Inlet	EA	9	$ 200.00	$ 1,800.00	0	$ -	$ -	9	$ 200.00	$ 1,800.00	
0099	Salvage Signal Standard	EA	1	$ 300.00	$ 300.00	0	$ -	$ -	1	$ 300.00	$ 300.00	
0100	Lighting System	LS	1	$ 20,000.00	$ 20,000.00	0	$ -	$ -	1	$ 20,000.00	$ 20,000.00	
0101	Propane Tanks Remove and Replace	LS	1	$ 20,000.00	$ 20,000.00	0	$ -	$ -	1	$ 20,000.00	$ 20,000.00	
0102	Replace Unsalvagable Bollards	EA	40	$ 1,000.00	$ 40,000.00	0	$ -	$ -	40	$ 1,000.00	$ 40,000.00	
0103	Revise Flashing Beacon System	LS	1	$ 15,000.00	$ 15,000.00	0	$ -	$ -	1	$ 15,000.00	$ 15,000.00	
0104	Revise Traffic Control System	LS	1	$ 20,000.00	$ 20,000.00	0	$ -	$ -	1	$ 20,000.00	$ 20,000.00	
0105	F&I Bus Shelter	EA	1	$ 30,000.00	$ 30,000.00	0	$ -	$ -	1	$ 30,000.00	$ 30,000.00	
0106	F&I Sheet Piling - Steel	SF	168	$ 65.00	$ 10,920.00	0	$ -	$ -	168	$ 65.00	$ 10,920.00	
0107	Topsoil - Strip	CY	5,870	$ 5.00	$ 29,350.00	0	$ -	$ -	5,870	$ 5.00	$ 29,350.00	
0108	Topsoil - Spread	CY	2,784	$ 5.00	$ 13,920.00	0	$ -	$ -	2,784	$ 5.00	$ 13,920.00	
0109	Embankment	CY	45,017	$ 13.00	$ 585,221.00	0	$ -	$ -	45,017	$ 13.00	$ 585,221.00	
0110	Embankment Import	CY	8,617	$ 22.00	$ 189,574.00	0	$ -	$ -	8,617	$ 22.00	$ 189,574.00	
0111	Excavation	CY	36,400	$ 9.00	$ 327,600.00	0	$ -	$ -	36,400	$ 9.00	$ 327,600.00	
0112	Grading North of 2nd St S and West of 4th St S	LS	1	$ 20,000.00	$ 20,000.00	0	$ -	$ -	1	$ 20,000.00	$ 20,000.00	

WP-42A.1/A.3
4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 5 Unit Price Schedule
DATE: 9/8/2016

WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South												
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-04)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0113	Mulching Type 1 - Hydro	SY	16,703	$ 0.50	$ 8,351.50	0	$ -	$ -	16,703	$ 0.50	$ 8,351.50	
0114	Seeding Type B	SY	16,703	$ 0.35	$ 5,846.05	0	$ -	$ -	16,703	$ 0.35	$ 5,846.05	
0115	Overseeding	SY	33,405	$ 0.25	$ 8,351.25	0	$ -	$ -	33,405	$ 0.25	$ 8,351.25	
0116	Weed Control Type B	SY	16,703	$ 0.15	$ 2,505.45	0	$ -	$ -	16,703	$ 0.15	$ 2,505.45	
0117	Removable Floodwall	LS	1	$ 120,000.00	$ 120,000.00	0	$ -	$ -	1	$ 120,000.00	$ 120,000.00	
0118	F&I Floodwall Reinf Bars - Steel	LB	63,445	$ 1.10	$ 69,789.50	0	$ -	$ -	63,445	$ 1.10	$ 69,789.50	
0119	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	59,852	$ 1.30	$ 77,807.60	0	$ -	$ -	59,852	$ 1.30	$ 77,807.60	
0120	F&I Floodwall - Structural Conc	CY	828	$ 1,100.00	$ 910,800.00	0	$ -	$ -	828	$ 1,100.00	$ 910,800.00	
0121	F&I Floodwall – Misc.	LS	1	$ 225,000.00	$ 225,000.00	0	$ -	$ -	1	$ 225,000.00	$ 225,000.00	
0122	Demolition Pump Stations, Storm Sewers, Force Mains	LS	1	$ 110,000.00	$ 110,000.00	0	$ -	$ -	1	$ 110,000.00	$ 110,000.00	
0123	Force Mains and Sump Pump Discharge	LS	1	$ 600,000.00	$ 600,000.00	0	$ -	$ -	1	$ 600,000.00	$ 600,000.00	
0124	Pump Station - Structural and Architectural	LS	1	$ 2,700,000.00	$ 2,700,000.00	0	$ -	$ -	1	$ 2,700,000.00	$ 2,700,000.00	
0125	Stormwater Pumps and Motors	LS	1	$ 1,200,000.00	$ 1,200,000.00	0	$ -	$ -	1	$ 1,200,000.00	$ 1,200,000.00	
0126	Sump Pumps	LS	1	$ 60,000.00	$ 60,000.00	0	$ -	$ -	1	$ 60,000.00	$ 60,000.00	
0127	Trash Racks and Miscellaneous Metals	LS	1	$ 320,000.00	$ 320,000.00	0	$ -	$ -	1	$ 320,000.00	$ 320,000.00	
0128	Sluice Gates and Wall Thimbles	LS	1	$ 250,000.00	$ 250,000.00	0	$ -	$ -	1	$ 250,000.00	$ 250,000.00	
0129	Generator Building - Structural and Architectural	LS	1	$ 550,000.00	$ 550,000.00	0	$ -	$ -	1	$ 550,000.00	$ 550,000.00	
0130	Gatewell Structural	LS	1	$ 870,000.00	$ 870,000.00	0	$ -	$ -	1	$ 870,000.00	$ 870,000.00	
0131	Gatewell - Miscellaneous Metals	LS	1	$ 100,000.00	$ 100,000.00	0	$ -	$ -	1	$ 100,000.00	$ 100,000.00	
0132	Sheetpiling (Pump Station)	LS	1	$ 1,200,000.00	$ 1,200,000.00	0	$ -	$ -	1	$ 1,200,000.00	$ 1,200,000.00	
0133	Health and Safety	LS	1	$ 165,000.00	$ 165,000.00	0	$ -	$ -	1	$ 165,000.00	$ 165,000.00	
0134	Diesel Generator	LS	1	$ 385,000.00	$ 385,000.00	0	$ -	$ -	1	$ 385,000.00	$ 385,000.00	
0135	Switchboard SWBDA, Motor Control Center MCLA, Automatic Transfer Switch, Panel HP1	LS	1	$ 280,000.00	$ 280,000.00	0	$ -	$ -	1	$ 280,000.00	$ 280,000.00	
0136	Electrical-Interior	LS	1	$ 105,000.00	$ 105,000.00	0	$ -	$ -	1	$ 105,000.00	$ 105,000.00	
0137	Electrical-Exterior	LS	1	$ 138,066.65	$ 138,066.65	0	$ -	$ -	1	$ 138,066.65	$ 138,066.65	
0138	Instrumentation and Controls	LS	1	$ 25,000.00	$ 25,000.00	0	$ -	$ -	1	$ 25,000.00	$ 25,000.00	
0139	Programming	LS	1	$ 4,300.00	$ 4,300.00	0	$ -	$ -	1	$ 4,300.00	$ 4,300.00	
0140	HVAC – General	LS	1	$ 20,000.00	$ 20,000.00	0	$ -	$ -	1	$ 20,000.00	$ 20,000.00	

WP-42A.1/A.3
4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 5 Unit Price Schedule
DATE: 9/8/2016

WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South												
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-04)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0141	Plumbing General	LS	1	$ 9,570.00	$ 9,570.00	0	$ -	$ -	1	$ 9,570.00	$ 9,570.00	
0142	Generator Accessories, Fuel Storage and Fuel System	LS	1	$ 156,200.00	$ 156,200.00	0	$ -	$ -	1	$ 156,200.00	$ 156,200.00	
0143	Plug Pipe 30" Dia.	EA	1	$ 860.00	$ 860.00	0	$ -	$ -	1	$ 860.00	$ 860.00	
0144	F&I Curb & Gutter Standard (Type I)	LF	281	$ 43.00	$ 12,083.00	0	$ -	$ -	281	$ 43.00	$ 12,083.00	
0145	F&I Grooved Plastic Film 8" Wide	LF	224	$ 13.00	$ 2,912.00	0	$ -	$ -	224	$ 13.00	$ 2,912.00	
0146	F&I Pipe 15" Dia Reinf Conc	LF	18	$ 82.31	$ 1,481.58	0	$ -	$ -	18	$ 82.31	$ 1,481.58	
0147	Warming House Electrical Service	LS	1	$ 49,834.89	$ 49,834.89	0	$ -	$ -	1	$ 49,834.89	$ 49,834.89	
0148	Bore 36" Pipe	LS	1	$ 80,566.24	$ 80,566.24	0	$ -	$ -	1	$ 80,566.24	$ 80,566.24	
0149	Plug Pipe 6" Dia	EA	3	$ 439.69	$ 1,319.07	0	$ -	$ -	3	$ 439.69	$ 1,319.07	
0150	F&I Flared End Section 48" Dia Reinf Conc	EA	1	$ 5,119.28	$ 5,119.28	0	$ -	$ -	1	$ 5,119.28	$ 5,119.28	
0151	Connect Water Service	EA	2	$ 2,643.38	$ 5,286.76	0	$ -	$ -	2	$ 2,643.38	$ 5,286.76	
0152	F&I Pipe 1" Dia Copper	LF	124	$ 49.35	$ 6,119.40	0	$ -	$ -	124	$ 49.35	$ 6,119.40	
0153	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	80	$ 193.20	$ 15,456.00	0	$ -	$ -	80	$ 193.20	$ 15,456.00	
0154	Special Order Asbestos Fittings	EA	1	$ 5,484.57	$ 5,484.57	0	$ -	$ -	1	$ 5,484.57	$ 5,484.57	
0155	Unknown Structures	LS	1	$ 87,262.68	$ 87,262.68	0	$ -	$ -	1	$ 87,262.68	$ 87,262.68	
0156	CO-01 Field Changes	LS	1	$ 14,998.89	$ 14,998.89	0	$ -	$ -	1	$ 14,998.89	$ 14,998.89	
0157	CO-02 Misc Requirements	LS	1	$ 15,394.85	$ 15,394.85	0	$ -	$ -	1	$ 15,394.85	$ 15,394.85	
0158	Fargo Highrise Work	LS	1	$ 6,362.42	$ 6,362.42	0	$ -	$ -	1	$ 6,362.42	$ 6,362.42	
0159	CO-04	LS	1	$ 15,174.67	$ 15,174.67	0	$ -	$ -	1	$ 15,174.67	$ 15,174.67	
0160	Sanitary Overflow Connection	LS	-	$ -	$ -	1	$ 10,363.71	$ 10,363.71	1	$ 10,363.71	$ 10,363.71	
0161	T&M Budget for 78" Asbestos Pipe Removal	LS	-	$ -	$ -	1	$ 60,000.00	$ 60,000.00	1	$ 60,000.00	$ 60,000.00	
42A.1/A.3 - TOTAL AMOUNT			**CURRENT BUDGET**		**$ 17,811,238.30**	**NET CHANGE**		**$ 70,363.71**	**NEW BUDGET**		**$ 17,881,602.01**	

Recommended Contracting Actions Summary

6.a.2 WP-42F.1S (Flood Control – 2nd St. N., South of Pump Station), Change Order #12

Technical Advisory Group Recommendation

Meeting Date: 8/31/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Description	Budget Estimate ($)
WP-42F.1S: Industrial Builders Inc.	
Change Order #12	***$77,641.54***

- **WP-42F.1S, 2nd Street North (South of Pump Station) – Differing subsurface conditions and water main pipe bursting**

Summary of Contracting History and Current Contract Action:

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

Original Agreement or Amendment	Previous Project Cost	Budget ($) Change	Revised Project Cost	Project Start	Project Completion	Comments
Change Order No. 7	16,616,174.40	16,378.55	16,632,552.95	08-Oct-15	22-Jul-17	Tee Manhole Addition, SS-10 Manhole Revision
Change Order No. 8	16,632,552.95	257,901.37	16,890,454.32	08-Oct-15	22-Jul-17	Differing Subsurface Conditions, floating castings
Change Order No. 9	16,890,454.32	(55,349.74)	16,835,104.58	08-Oct-15	22-Jul-17	Differing Subsurface Condition, Wall Penetrations, CenturyLink Concrete Removal, Furnish and Install Signal Light Pull Boxes, City Hall Construction Accommodation and Misc. Items
Change Order No. 10	16,835,104.58	32,505.68	16,867,610.26	08-Oct-15	22-Jul-17	Disposal of 2B Vault, Differing Subsurface Conditions – Silo Disposal in Case Plaza, and Floodwall Cap Modification
Change Order No. 11	16,867,610.26	52,242.85	16,919,853.11	08-Oct-15	22-Jul-17	Differing Subsurface Conditions July Removals, Repair Storm Manholes, Contaminated Soils Removal, Storm Structure ST-8 Cover, Impressioned Concrete Modifications, Administrative – Accounting Change, Administrative – Owner's Rep and Engineer Roles and Responsibilities Change
Change Order No. 12	16,919,853.11	77,641.54	16,997,494.65	08-Oct-15	22-Jul-17	Differing subsurface conditions and water main pipe bursting

DISCUSSION

Change Order No. 12 adds new and modifies existing scope elements to total an increase of $77,641.54 to the Contract Price. The Change Order consists of the following items:

1. **Differing subsurface conditions –** Continued removal of unsuitable subsurface materials and debris. HMG reviewed Contractor's documentation and found the cost of $75,196.30 to be acceptable. There is no schedule change associated with this change item.

2. **Pipe bursting** – Existing water main at the intersection of 1st Ave N and 3rd St N was to be removed and replaced through an open trench. Contractor encountered previously unknown conflicts with a concrete-encased Centurylink duct bank running north/south in the intersection. Contractor, HMG, and City of Fargo evaluated the situation together and determined that removal and replacement by pipe bursting would be the least-cost method of accommodating the differing subsurface condition.

   The net change in Contract Price is an increase of $2,445.24 based on 42 linear feet of pipe installed by the bursting method instead of open trench. This amount is the result of adding 42 linear feet under new bid item *0246, Pipe Bursting 1st Ave N and 3rd St N* for an increase of $10,215.24, and deleting 42 LF under existing bid item *0051, F&I Watermain Pipe w/GB C900 DR 18 – 8" dia PVC* for a decrease of $7,770.00.

   HMG reviewed the proposed price for pipe bursting and found it acceptable. HMG also calculated the quantity to be deducted, and the resulting deduct amount is based on the awarded unit rate. There is no schedule change associated with this change item.

ATTACHMENT(S):

1. Contractor documentation and pricing for these items is not attached because the file is nearly 100 pages. It is available for review upon request.

Submitted by:

Tyler Smith, P.E.
CH2M
Construction Manager
Metro Flood Diversion Project

8/31/2016
Date

Keith Berndt, Cass County Administrator
Concur: *01Sep2016* *Non-Concur:* _____

April Walker, Fargo City Engineer
Concur: *01Sep2016* *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: *01Sep2016* *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: *01Sep2016* *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: *01Sep2016* *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: *01Sep2016* *Non-Concur* _____

Nathan Boerboom, Diversion Authority Project Manager
Concur: *01Sep2016* *Non-Concur:* _____

Change Order No. 12

Date of Issuance:	9/8/2016	Effective Date:	9/8/2016
Owner:	Metro Flood Diversion Authority	Owner's Contract No.:	WP-42F.1S
Owner's Representative:	CH2M HILL Engineers, Inc.	Owner's Representative Project No.:	435534
Contractor:	Industrial Builders, Inc.	Contractor's Project No.:	
Engineer:	Houston-Moore Group, LLC	Work Package No.:	WP-42F.1S
Project:	Fargo-Moorhead Area Diversion	Contract Name:	Flood Control, 2nd Street North, South of Pump Station

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

Description:

1. DIFFERING SUBSURFACE CONDITIONS
    a. Increase Contract Price **$75,196.30** to accommodate labor, equipment, material and disposal rates associated with differing subsurface conditions during excavation by modifying bid item *0233 Differing Subsurface Condition* as shown in the attached Change Order 12 Unit Price Schedule dated 9/8/2016. This change accommodates all costs related to removing unknown debris for the project excavation and more debris than planned in the Case Plaza and Mid America Steel lots. There is no schedule change associated with this change item.
2. PIPE BURSTING
    a. Increase Contract Price by a net total of **$2,445.24** to accommodate conflicts between water main installation and a previously unknown concrete-encased Centurylink duct bank at the intersection of 1st Ave N and 3rd St N. The increase consists of adjustments to two bid items as shown below and in the attached Change Order 12 Unit Price Schedule dated 9/8/2016. There is no schedule change associated with this change item.
        i. Decrease the quantity of pipe that will be installed by open trench under line item *0051, F&I Watermain Pipe w/GB C900 DR 18 – 8" dia PVC* by 42 linear feet for a deduct of $7,770.00.
        ii. Add line item *0246 Pipe Bursting 1st Ave N and 3rd St N* with a unit rate of $243.22 per linear foot and quantity of 42 linear feet for an increase of $10,215.24.

Attachments:

Change Order 12 Unit Price Schedule Dated 9/8/2016

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: **16,184,905.85**	Original Contract Times: Interim Milestone A: November 30, 2015 Substantial Completion: October 1, 2016 Ready for Final Payment: June 15, 2017
[Increase] [~~Decrease~~] from previously approved Change Orders No. 01 thru 11: **734,947.26**	[Increase] [~~Decrease~~] from previously approved Change Orders No. 01 thru 11: Interim Milestone A: 37 days Substantial Completion: 37 days Ready for Final Payment: 37 days
Contract Price prior to this Change Order: **16,919,853.11**	Contract Times prior to this Change Order: Interim Milestone A: December 30, 2015 Substantial Completion: November 7, 2016 Ready for Final Payment: July 22, 2017
[Increase] [~~Decrease~~] of this Change Order: **77,641.54**	[~~Increase~~] [~~Decrease~~] of this Change Order: **NA**
Contract Price incorporating this Change Order: **16,997,494.65**	Contract Times with all approved Change Orders: Interim Milestone A: December 30, 2015 Substantial Completion: November 7, 2016 Ready for Final Payment: July 22, 2017

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

WP-42F.1S
2nd Street/Downtown Area - In-Town Levees

Change Order 12 Unit Price Schedule
DATE: 9/8/2016

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 11)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0001	Remove Sanitary Manhole	EA	15	2,000.00	$ 30,000.00			$ -	15	2,000.00	$ 30,000.00	
0002	Remove Sanitary Lift Station	LS	1	23,000.00	$ 23,000.00			$ -	1	23,000.00	$ 23,000.00	
0003	Remove 10x10 Clay Filled Regulator Pit	EA	1	16,000.00	$ 16,000.00			$ -	1	16,000.00	$ 16,000.00	
0004	Remove 12x10 Sanitary Junction Vault	EA	1	14,000.00	$ 14,000.00			$ -	1	14,000.00	$ 14,000.00	
0005	F&I Sanitary Manhole 4' Dia Reinf Conc	EA	11	5,800.00	$ 63,800.00			$ -	11	5,800.00	$ 63,800.00	
0006	F&I Sanitary Manhole w/Ext Drop 4' Dia Reinf Conc	EA	3	7,100.00	$ 21,300.00			$ -	3	7,100.00	$ 21,300.00	
0007	F&I Sanitary Manhole SS-1	EA	1	27,000.00	$ 27,000.00			$ -	1	27,000.00	$ 27,000.00	
0008	F&I Sanitary Manhole SS-8	EA	1	18,000.00	$ 18,000.00			$ -	1	18,000.00	$ 18,000.00	
0009	F&I Sanitary Manhole Type E Reinf Conc	EA	3	25,500.00	$ 76,500.00			$ -	3	25,500.00	$ 76,500.00	
0010	F&I 2-Way Cleanout	EA	1	3,000.00	$ 3,000.00			$ -	1	3,000.00	$ 3,000.00	
0011	F&I Casting - Floating Manhole	EA	1	1,800.00	$ 1,800.00			$ -	1	1,800.00	$ 1,800.00	
0012	Connect Sanitary Pipe to Exist Pipe	EA	1	2,500.00	$ 2,500.00			$ -	1	2,500.00	$ 2,500.00	
0013	F&I Insulation 2" Thick	SY	425	20.00	$ 8,500.00			$ -	425	20.00	$ 8,500.00	
0014	F&I Sanitary Pipe Sch 40 - 4" Dia PVC	LF	21	200.00	$ 4,200.00			$ -	21	200.00	$ 4,200.00	
0015	F&I Sanitary Pipe SDR 26 - 6" Dia PVC	LF	18	120.00	$ 2,160.00			$ -	18	120.00	$ 2,160.00	
0016	F&I Sanitary Pipe SDR 26 - 12" Dia PVC	LF	185	206.00	$ 38,110.00			$ -	185	206.00	$ 38,110.00	
0017	F&I Sanitary Pipe SDR 26 - 18" Dia PVC	LF	251	180.00	$ 45,180.00			$ -	251	180.00	$ 45,180.00	
0018	F&I Sanitary Pipe SDR 26 - 36" Dia PVC	LF	38	350.00	$ 13,300.00			$ -	38	350.00	$ 13,300.00	
0019	F&I Sanitary Pipe w/GB Sch 40 - 4" Dia PVC	LF	38	275.00	$ 10,450.00			$ -	38	275.00	$ 10,450.00	
0020	F&I Sanitary Pipe w/GB SDR 26 - 6" Dia PVC	LF	22	261.00	$ 5,742.00			$ -	22	261.00	$ 5,742.00	
0021	F&I Sanitary Pipe w/GB SDR 26 - 12" Dia PVC	LF	865	470.00	$ 406,550.00			$ -	865	470.00	$ 406,550.00	
0022	F&I Sanitary Pipe w/GB SDR 35 - 12" Dia PVC	LF	49	300.00	$ 14,700.00			$ -	49	300.00	$ 14,700.00	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 11)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0023	F&I Sanitary Pipe w/GB SDR 26 - 15" Dia PVC	LF	95	290.00	$ 27,550.00			$ -	95	290.00	$ 27,550.00	
0024	F&I Sanitary Pipe w/GB SDR 35 - 15" Dia PVC	LF	6	415.00	$ 2,490.00			$ -	6	415.00	$ 2,490.00	
0025	F&I Sanitary Pipe w/GB SDR 26 - 18" Dia PVC	LF	430	420.00	$ 180,600.00			$ -	430	420.00	$ 180,600.00	
0026	F&I Sanitary Pipe w/GB SDR 26 - 36" Dia PVC	LF	30	810.00	$ 24,300.00			$ -	30	810.00	$ 24,300.00	
0027	F&I DI Fittings-Sanitary Force Main	LB	11965	7.00	$ 83,755.00			$ -	11965	7.00	$ 83,755.00	
0028	F&I Sanitary Valve 8" Dia-Plug Valve	EA	1	4,300.00	$ 4,300.00			$ -	1	4,300.00	$ 4,300.00	
0029	F&I Sanitary Valve 16" Dia-Plug Valve	EA	1	9,000.00	$ 9,000.00			$ -	1	9,000.00	$ 9,000.00	
0030	F&I Sanitary Valve 24" Dia-Plug Valve	EA	1	27,000.00	$ 27,000.00			$ -	1	27,000.00	$ 27,000.00	
0031	F&I Sanitary Valve 30" Dia-Plug Valve	EA	1	41,000.00	$ 41,000.00			$ -	1	41,000.00	$ 41,000.00	
0032	F&I Pipe w/GB Class 53-8" Dia DIP (Protecto 401)	LF	10	355.00	$ 3,550.00			$ -	10	355.00	$ 3,550.00	
0033	F&I Sanitary Pipe w/GB DR 25 - 16" Dia PVC	LF	310	330.00	$ 102,300.00			$ -	310	330.00	$ 102,300.00	
0034	F&I Sanitary Pipe w/GB DR 25 - 24" Dia PVC	LF	125	500.00	$ 62,500.00			$ -	125	500.00	$ 62,500.00	
0035	F&I Sanitary Pipe w/GB DR 25 - 30" Dia PVC	LF	795	400.00	$ 318,000.00			$ -	795	400.00	$ 318,000.00	
0036	Remove Sanitary Pipe All Sizes All Types	LF	2249	$ 15.00	$ 33,735.00			$ -	2249	$ 15.00	$ 33,735.00	
0037	Plug Sanitary Pipe 10" Diameter	EA	3	$ 1,150.00	$ 3,450.00			$ -	3	$ 1,150.00	$ 3,450.00	
0038	Plug Sanitary Pipe 12" Diameter	EA	6	$ 1,270.00	$ 7,620.00			$ -	6	$ 1,270.00	$ 7,620.00	
0039	Plug Sanitary Pipe 16" Diameter	EA	1	$ 1,465.00	$ 1,465.00			$ -	1	$ 1,465.00	$ 1,465.00	
0040	Plug Sanitary Pipe 18" Diameter	EA	3	$ 1,660.00	$ 4,980.00			$ -	3	$ 1,660.00	$ 4,980.00	
0041	Abandon Sanitary Manhole	EA	1	$ 2,000.00	$ 2,000.00			$ -	1	$ 2,000.00	$ 2,000.00	
0042	F&I Emergency Overflow Manhole Equipment	LS	1	$ 15,200.00	$ 9,395.00			$ -	0.618092	$ 15,200.00	$ 9,395.00	
0043	F&I 5" Hydrant	EA	5	$ 4,600.00	$ 23,000.00			$ -	5	$ 4,600.00	$ 23,000.00	
0044	Remove Hydrant	EA	4	$ 1,000.00	$ 4,000.00			$ -	4	$ 1,000.00	$ 4,000.00	
0045	F&I Insulation 4" Thick	SY	10	$ 72.00	$ 720.00			$ -	10	$ 72.00	$ 720.00	
0046	Connect Water Service	EA	1	$ 900.00	$ 900.00			$ -	1	$ 900.00	$ 900.00	
0047	F&I Watermain Pipe C900 DR 18 - 4" Dia PVC	LF	21	$ 70.00	$ 1,470.00			$ -	21	$ 70.00	$ 1,470.00	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 11)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT
0048	F&I Watermain Pipe C900 DR 18 - 6" Dia PVC	LF	89	$ 55.00	$ 4,895.00			$ -	89	$ 55.00	$ 4,895.00
0049	F&I Watermain Pipe C900 DR 18 - 8" Dia PVC	LF	214	$ 44.00	$ 9,416.00			$ -	214	$ 44.00	$ 9,416.00
0050	F&I Watermain Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	22	$ 183.00	$ 4,026.00			$ -	22	$ 183.00	$ 4,026.00
0051	F&I Watermain Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	333	$ 185.00	$ 61,605.00	(42)	$ 185.00	$ (7,770.00)	291	$ 185.00	$ 53,835.00
0052	F&I Gate Valve 4" Dia	EA	1	$ 1,350.00	$ 1,350.00			$ -	1	$ 1,350.00	$ 1,350.00
0053	F&I Gate Valve 6" Dia	EA	9	$ 1,750.00	$ 15,750.00			$ -	9	$ 1,750.00	$ 15,750.00
0054	F&I Gate Valve 8" Dia	EA	2	$ 2,370.00	$ 4,740.00			$ -	2	$ 2,370.00	$ 4,740.00
0055	F&I Watermain Pipe 1" Dia Copper	LF	3	$ 75.00	$ 225.00			$ -	3	$ 75.00	$ 225.00
0056	F&I Watermain Pipe w/GB 1" Dia Copper	LF	64	$ 180.00	$ 11,520.00			$ -	64	$ 180.00	$ 11,520.00
0057	Remove Watermain Pipe All Sizes All Types	LF	1765	$ 17.00	$ 30,005.00			$ -	1765	$ 17.00	$ 30,005.00
0058	Temporary Water Service (Howard Johnson Hotel)	LS	1	$ 28,000.00	$ 28,000.00			$ -	1	$ 28,000.00	$ 28,000.00
0059	Plug Watermain Pipe 6" Dia	EA	4	$ 900.00	$ 3,600.00			$ -	4	$ 900.00	$ 3,600.00
0060	F&I Watermain Fittings Ductile Iron	LBS	6275	$ 8.51	$ 53,400.25			$ -	6275	$ 8.51	$ 53,400.25
0061	F&I Storm Manhole 4' Dia Reinf Conc	EA	5	$ 2,675.00	$ 13,375.00			$ -	5	$ 2,675.00	$ 13,375.00
0062	F&I Storm Manhole 7' Dia Reinf Conc	EA	3	$ 15,300.00	$ 45,900.00			$ -	3	$ 15,300.00	$ 45,900.00
0063	F&I Storm Manhole 8.1	EA	1	$ 22,000.00	$ 22,000.00			$ -	1	$ 22,000.00	$ 22,000.00
0064	F&I Storm Manhole 8' Dia Reinf Conc	EA	3	$ 16,700.00	$ 50,100.00			$ -	3	$ 16,700.00	$ 50,100.00
0065	F&I Storm Manhole Type E Reinf Conc	EA	8	$ 54,000.00	$ 432,000.00			$ -	8	$ 54,000.00	$ 432,000.00
0066	F&I Storm Manhole ST-2 Special Manhole	EA	1	$ 2,465.00	$ 2,465.00			$ -	1	$ 2,465.00	$ 2,465.00
0067	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	4	$ 2,365.00	$ 9,460.00			$ -	4	$ 2,365.00	$ 9,460.00
0068	F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	1	$ 4,000.00	$ 4,000.00			$ -	1	$ 4,000.00	$ 4,000.00
0069	Raise Storm Sewer Structure	EA	2	$ 3,530.00	$ 7,060.00			$ -	2	$ 3,530.00	$ 7,060.00
0070	F&I Inlet - Single Box (SBI) Reinf Conc	EA	9	$ 2,000.00	$ 18,000.00			$ -	9	$ 2,000.00	$ 18,000.00
0071	F&I Inlet - Triple Box Reinf Conc	EA	2	$ 5,900.00	$ 11,800.00			$ -	2	$ 5,900.00	$ 11,800.00
0072	F&I Inlet - Bridge Drain	EA	1	$ 5,500.00	$ 5,500.00			$ -	1	$ 5,500.00	$ 5,500.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 11)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0073	F&I Storm Manhole Type E Crossing Chamber	EA	1	$ 11,000.00	$ 11,000.00			$ -	1	$ 11,000.00	$ 11,000.00	
0074	Connect Storm Pipe to Exist Structure	EA	2	$ 17,000.00	$ 34,000.00			$ -	2	$ 17,000.00	$ 34,000.00	
0075	Connect Storm Pipe to Exist Pipe	EA	1	$ 4,000.00	$ 4,000.00			$ -	1	$ 4,000.00	$ 4,000.00	
0076	Remove Storm Manhole	EA	8	$ 900.00	$ 7,200.00			$ -	8	$ 900.00	$ 7,200.00	
0077	Remove Storm Inlet	EA	22	$ 1,200.00	$ 26,400.00			$ -	22	$ 1,200.00	$ 26,400.00	
0078	Remove Existing Storm Lift Station	LS	1	$ 48,000.00	$ 48,000.00			$ -	1	$ 48,000.00	$ 48,000.00	
0079	Riprap (Outlet)	CY	695	$ 180.00	$ 125,100.00			$ -	695	$ 180.00	$ 125,100.00	
0080	Remove Storm Pipe All Sizes All Types	LF	2283	$ 17.00	$ 38,811.00			$ -	2283	$ 17.00	$ 38,811.00	
0081	F&I Flared End Section 12" Dia Corr Steel	EA	1	$ 272.00	$ 272.00			$ -	1	$ 272.00	$ 272.00	
0082	Box Culvert End Section with Grate	EA	1	$ 160,000.00	$ 160,000.00			$ -	1	$ 160,000.00	$ 160,000.00	
0083	Plug Storm Pipe 4" thru 12" Dia	EA	2	$ 1,600.00	$ 3,200.00			$ -	2	$ 1,600.00	$ 3,200.00	
0084	Plug Storm Pipe 14" thru 24" Dia	EA	1	$ 1,980.00	$ 1,980.00			$ -	1	$ 1,980.00	$ 1,980.00	
0085	Plug Storm Pipe 42" thru 54" Dia	EA	2	$ 3,000.00	$ 6,000.00			$ -	2	$ 3,000.00	$ 6,000.00	
0086	F&I Storm Pipe 12" Dia Reinf Conc	LF	25	$ 64.00	$ 1,600.00			$ -	25	$ 64.00	$ 1,600.00	
0087	F&I Storm Pipe 15" Dia Reinf Conc	LF	49	$ 64.00	$ 3,136.00			$ -	49	$ 64.00	$ 3,136.00	
0088	F&I Storm Pipe 18" Dia Reinf Conc	LF	182	$ 66.00	$ 12,012.00			$ -	182	$ 66.00	$ 12,012.00	
0089	F&I Storm Pipe 24" Dia Reinf Conc	LF	70	$ 77.00	$ 5,390.00			$ -	70	$ 77.00	$ 5,390.00	
0090	F&I Storm Pipe 48" Dia Reinf Conc	LF	47	$ 177.00	$ 8,319.00			$ -	47	$ 177.00	$ 8,319.00	
0091	F&I Storm Pipe 54" Dia Reinf Conc	LF	22	$ 222.00	$ 4,884.00			$ -	22	$ 222.00	$ 4,884.00	
0092	F&I Storm Box Culvert 6'x6' Wide Reinf Conc Cast In Place	LF	100	$ 2,400.00	$ 240,000.00			$ -	100	$ 2,400.00	$ 240,000.00	
0093	F&I Storm Pipe 12" Dia PVC	LF	223	$ 60.00	$ 13,380.00			$ -	223	$ 60.00	$ 13,380.00	
0094	F&I Storm Pipe w/GB 12" Dia Reinf Conc	LF	42	$ 190.00	$ 7,980.00			$ -	42	$ 190.00	$ 7,980.00	
0095	F&I Storm Pipe w/GB 15" Dia Reinf Conc	LF	74	$ 190.00	$ 14,060.00			$ -	74	$ 190.00	$ 14,060.00	
0096	F&I Storm Pipe w/GB 18" Dia Reinf Conc	LF	167	$ 192.00	$ 32,064.00			$ -	167	$ 192.00	$ 32,064.00	
0097	F&I Storm Pipe w/GB 24" Dia Reinf Conc	LF	334	$ 204.00	$ 68,136.00			$ -	334	$ 204.00	$ 68,136.00	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 11)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0098	F&I Storm Pipe w/GB 48" Dia Reinf Conc	LF	155	$ 575.00	$ 89,125.00			$ -	155	$ 575.00	$ 89,125.00	
0099	F&I Storm Pipe w/GB 54" Dia Reinf Conc	LF	598	$ 710.00	$ 424,580.00			$ -	598	$ 710.00	$ 424,580.00	
0100	F&I Storm Pipe w/GB 60" Dia Reinf Conc	LF	10	$ 785.00	$ 7,850.00			$ -	10	$ 785.00	$ 7,850.00	
0101	F&I Storm Box Culvert w/GB 6'x6' Wide Reinf Conc Precast	LF	658	$ 1,440.00	$ 947,520.00			$ -	658	$ 1,440.00	$ 947,520.00	
0102	Remove Pavement All Thicknesses All Types	SY	24159	$ 5.00	$ 120,795.00			$ -	24159	$ 5.00	$ 120,795.00	
0103	Remove Sidewalk All Thicknesses All Types	SY	5375	$ 4.00	$ 21,500.00			$ -	5375	$ 4.00	$ 21,500.00	
0104	Excavation (Roadway)	CY	906	$ 4.00	$ 3,624.00			$ -	906	$ 4.00	$ 3,624.00	
0105	Fill - Import (Roadway)	CY	9910	$ 15.00	$ 148,650.00			$ -	9910	$ 15.00	$ 148,650.00	
0106	Subgrade Preparation	SY	12338	$ 0.70	$ 8,636.60			$ -	12338	$ 0.70	$ 8,636.60	
0107	F&I Woven Geotextile	SY	12338	$ 2.00	$ 24,676.00			$ -	12338	$ 2.00	$ 24,676.00	
0108	F&I Class 5 Agg - 6" Thick	SY	3417	$ 10.00	$ 34,170.00			$ -	3417	$ 10.00	$ 34,170.00	
0109	F&I Class 5 Agg - 8" Thick	SY	295	$ 11.00	$ 3,245.00			$ -	295	$ 11.00	$ 3,245.00	
0110	F&I Class 5 Agg - 12" Thick	SY	8626	$ 14.00	$ 120,764.00			$ -	8626	$ 14.00	$ 120,764.00	
0111	F&I Edge Drain 4" Dia PVC	LF	3353	$ 11.00	$ 36,883.00			$ -	3353	$ 11.00	$ 36,883.00	
0112	F&I Curb & Gutter Standard (Type II)	LF	3622	$ 36.00	$ 130,392.00			$ -	3622	$ 36.00	$ 130,392.00	
0113	Remove Curb & Gutter	LF	4528	$ 5.00	$ 22,640.00			$ -	4528	$ 5.00	$ 22,640.00	
0114	F&I Pavement 9" Thick Doweled Conc	SY	7490	$ 98.00	$ 734,020.00			$ -	7490	$ 98.00	$ 734,020.00	
0115	F&I Crushed Conc - 6" Thick	SY	1063	$ 12.00	$ 12,756.00			$ -	1063	$ 12.00	$ 12,756.00	
0116	F&I Aggregate for Asph Pavement FAA 43	TON	1108	$ 83.00	$ 91,964.00			$ -	1108	$ 83.00	$ 91,964.00	
0117	F&I Asphalt Cement PG 58-28	GAL	11644	$ 2.50	$ 29,110.00			$ -	11644	$ 2.50	$ 29,110.00	
0118	F&I Asphalt Cement PG 58-34	GAL	4296	$ 3.00	$ 12,888.00			$ -	4296	$ 3.00	$ 12,888.00	
0119	F&I Median Nose - Conc	SY	31	$ 112.00	$ 3,472.00			$ -	31	$ 112.00	$ 3,472.00	
0120	F&I Sidewalk 4" Thick Reinf Conc	SY	3017	$ 73.00	$ 220,241.00			$ -	3017	$ 73.00	$ 220,241.00	
0121	F&I Sidewalk 6" Thick Reinf Conc	SY	2765	$ 85.00	$ 235,025.00			$ -	2765	$ 85.00	$ 235,025.00	
0122	Temp Construction Entrance	EA	4	$ 3,500.00	$ 14,000.00			$ -	4	$ 3,500.00	$ 14,000.00	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 11)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0123	F&I Impressioned 4" Thick Reinf Conc	SY	659	$ 230.00	$ 151,570.00			$ -	659	$ 230.00	$ 151,570.00	
0124	F&I Driveway 6" Thick Reinf Conc	SY	197	$ 85.00	$ 16,745.00			$ -	197	$ 85.00	$ 16,745.00	
0125	F&I Det Warn Panels Cast Iron	SF	284	$ 62.00	$ 17,608.00			$ -	284	$ 62.00	$ 17,608.00	
0126	F&I Sign Assembly	EA	26	$ 260.00	$ 6,760.00			$ -	26	$ 260.00	$ 6,760.00	
0127	F&I Engineering Grade	SF	47	$ 32.00	$ 1,491.20			$ -	47	$ 32.00	$ 1,491.20	
0128	F&I Diamond Grade Cubed	SF	39	$ 80.00	$ 3,136.00			$ -	39	$ 80.00	$ 3,136.00	
0129	F&I High Intensity Prismatic	SF	49	$ 74.00	$ 3,648.20			$ -	49	$ 74.00	$ 3,648.20	
0130	F&I Flexible Delineator	EA	24	$ 80.00	$ 1,920.00			$ -	24	$ 80.00	$ 1,920.00	
0131	F&I Grooved Plastic Film Message	SF	352	$ 31.50	$ 11,088.00			$ -	352	$ 31.50	$ 11,088.00	
0132	F&I Grooved Plastic Film 4" Wide	LF	5737	$ 5.20	$ 29,832.40			$ -	5737	$ 5.20	$ 29,832.40	
0133	F&I Grooved Plastic Film 8" Wide	LF	1219	$ 10.40	$ 12,677.60			$ -	1219	$ 10.40	$ 12,677.60	
0134	F&I Grooved Contrast Film 7" Wide	LF	744	$ 9.40	$ 6,993.60			$ -	744	$ 9.40	$ 6,993.60	
0135	Paint Epoxy Line 4" Wide	LF	786	$ 8.40	$ 6,602.40			$ -	786	$ 8.40	$ 6,602.40	
0136	F&I Methacrylate 6" Wide	LF	1040	$ 21.00	$ 21,840.00			$ -	1040	$ 21.00	$ 21,840.00	
0137	F&I Methacrylate 16" Wide	LF	264	$ 36.00	$ 9,504.00			$ -	264	$ 36.00	$ 9,504.00	
0138	F&I Methacrylate 24" Wide	LF	56	$ 53.00	$ 2,968.00			$ -	56	$ 53.00	$ 2,968.00	
0139	Traffic Control - Type 2	LS	1	$ 175,000.00	$ 175,000.00			$ -	1	$ 175,000.00	$ 175,000.00	
0140	Obliterate Pavement Markings	SF	18	$ 8.40	$ 151.20			$ -	18	$ 8.40	$ 151.20	
0141	4" Special Concrete 1	SY	318	$ 152.00	$ 48,336.00			$ -	318	$ 152.00	$ 48,336.00	
0142	4" Special Concrete 3	SY	48	$ 265.00	$ 12,720.00			$ -	48	$ 265.00	$ 12,720.00	
0143	6" Special Concrete 1	SY	536	$ 165.00	$ 88,440.00			$ -	536	$ 165.00	$ 88,440.00	
0144	6" Special Concrete 2	SY	172	$ 265.00	$ 45,580.00			$ -	172	$ 265.00	$ 45,580.00	
0145	Sloped Planter Edge	LF	309	$ 132.00	$ 40,788.00			$ -	309	$ 132.00	$ 40,788.00	
0146	Rolled Planter Edge	LF	198	$ 130.00	$ 25,740.00			$ -	198	$ 130.00	$ 25,740.00	
0147	Mobilization	LS	1	$ 744,700.00	$ 744,700.00			$ -	1	$ 744,700.00	$ 744,700.00	

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ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 11)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0148	Temp Fence - Safety	LF	1929	$ 6.00	$ 11,574.00			$ -	1929	$ 6.00	$ 11,574.00	
0149	F&I Chain Link Fence	LF	1124	$ 16.00	$ 17,984.00			$ -	1124	$ 16.00	$ 17,984.00	
0150	F&I Construction Entrance Gate	EA	4	$ 600.00	$ 2,400.00			$ -	4	$ 600.00	$ 2,400.00	
0151	Temp Pumping	LS	1	$ 90,000.00	$ 90,000.00			$ -	1	$ 90,000.00	$ 90,000.00	
0152	Clear & Grub	LS	1	$ 5,000.00	$ 5,000.00			$ -	1	$ 5,000.00	$ 5,000.00	
0153	Remove Tree	EA	113	$ 360.00	$ 40,680.00			$ -	113	$ 360.00	$ 40,680.00	
0154	Silt Fence - Standard	LF	1368	$ 2.70	$ 3,693.60			$ -	1368	$ 2.70	$ 3,693.60	
0155	Floating Silt Fence	LF	149	$ 27.00	$ 4,023.00			$ -	149	$ 27.00	$ 4,023.00	
0156	Sediment Control Log 10" to 15" Dia	LF	1748	$ 3.50	$ 6,118.00			$ -	1748	$ 3.50	$ 6,118.00	
0157	Inlet Protection - New Inlet	EA	17	$ 270.00	$ 4,590.00			$ -	17	$ 270.00	$ 4,590.00	
0158	Inlet Protection - Existing Inlet	EA	16	$ 160.00	$ 2,560.00			$ -	16	$ 160.00	$ 2,560.00	
0159	Install Tree Grate	EA	4	$ 2,625.00	$ 10,500.00			$ -	4	$ 2,625.00	$ 10,500.00	
0160	Structural Soil Including Drain Tile	LS	1	$ 25,000.00	$ 25,000.00			$ -	1	$ 25,000.00	$ 25,000.00	
0161	Topsoil Import - Special Including Drain Tile	LS	1	$ 22,000.00	$ 22,000.00			$ -	1	$ 22,000.00	$ 22,000.00	
0162	Gateway Monument	EA	2	$ 28,000.00	$ 56,000.00			$ -	2	$ 28,000.00	$ 56,000.00	
0163	15' Cast Stone Bench	EA	3	$ 9,000.00	$ 27,000.00			$ -	3	$ 9,000.00	$ 27,000.00	
0164	30' Cast Stone Bench	EA	2	$ 15,000.00	$ 30,000.00			$ -	2	$ 15,000.00	$ 30,000.00	
0165	Street Lighting	LS	1	$ 150,000.00	$ 150,000.00			$ -	1	$ 150,000.00	$ 150,000.00	
0166	Plaza Lighting	LS	1	$ 9,000.00	$ 9,000.00			$ -	1	$ 9,000.00	$ 9,000.00	
0167	Remove Fence with Brick Columns (Includes Case Plaza Sign)	LS	1	$ 5,000.00	$ 5,000.00			$ -	1	$ 5,000.00	$ 5,000.00	
0168	Remove and Salvage City of Fargo Sign/Remove Landscaping	LS	1	$ 2,000.00	$ 2,000.00			$ -	1	$ 2,000.00	$ 2,000.00	
0169	Remove Outfall Including Adjacent Concrete Structures	EA	2	$ 21,000.00	$ 42,000.00			$ -	2	$ 21,000.00	$ 42,000.00	
0170	Remove Crosswalk Pavement Markings and Signal from NP Avenue	LS	1	$ 2,000.00	$ 2,000.00			$ -	1	$ 2,000.00	$ 2,000.00	
0171	Remove and Salvage Parking Lot Concrete Stops	EA	120	$ 60.00	$ 7,200.00			$ -	120	$ 60.00	$ 7,200.00	
0172	Remove Landscaped Area (Howard Johnson Hotel)	LS	1	$ 6,500.00	$ 6,500.00			$ -	1	$ 6,500.00	$ 6,500.00	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 11)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0173	Remove Concrete Planter	EA	8	$ 80.00	$ 640.00			$ -	8	$ 80.00	$ 640.00	
0174	Remove Sidestreet Grill Sign	LS	1	$ 4,000.00	$ 4,000.00			$ -	1	$ 4,000.00	$ 4,000.00	
0175	Remove Building (Parking Lot Attendant Building)	LS	1	$ 5,000.00	$ 5,000.00			$ -	1	$ 5,000.00	$ 5,000.00	
0176	Remove and Salvage Traffic Signal Equipment - System "A" (2ND ST/4TH AVE N)	LS	1	$ 6,000.00	$ 6,000.00			$ -	1	$ 6,000.00	$ 6,000.00	
0177	Traffic Signal System "A" (2 ST / 1 AVE N)	LS	1	$ 260,000.00	$ 260,000.00			$ -	1	$ 260,000.00	$ 260,000.00	
0178	Traffic Signal System "B" (3 ST / 1 AVE N)	LS	1	$ 235,000.00	$ 235,000.00			$ -	1	$ 235,000.00	$ 235,000.00	
0179	Modify Traffic Signal System "C" (2 ST / NP AVE)	LS	1	$ 105,000.00	$ 105,000.00			$ -	1	$ 105,000.00	$ 105,000.00	
0180	Modify Traffic Signal System "D" (4 ST / 2 AVE N)	LS	1	$ 36,000.00	$ 36,000.00			$ -	1	$ 36,000.00	$ 36,000.00	
0181	Modify Traffic Signal System "E" (4 ST / 3 AVE N)	LS	1	$ 26,000.00	$ 26,000.00			$ -	1	$ 26,000.00	$ 26,000.00	
0182	Modify Traffic Signal System "F" (4 ST / 4 AVE N)	LS	1	$ 38,000.00	$ 38,000.00			$ -	1	$ 38,000.00	$ 38,000.00	
0183	Class 1 Overlay	SY	25	$ 600.00	$ 15,000.00			$ -	25	$ 600.00	$ 15,000.00	
0184	Bridge Concrete Removal	LS	1	$ 45,000.00	$ 45,000.00			$ -	1	$ 45,000.00	$ 45,000.00	
0185	Jersey Barrier Formed or Slipformed	LF	42	$ 230.00	$ 9,660.00			$ -	42	$ 230.00	$ 9,660.00	
0186	Bridge Curb	LF	20	$ 65.00	$ 1,300.00			$ -	20	$ 65.00	$ 1,300.00	
0187	Class AAE-3 Concrete	CY	54	$ 1,500.00	$ 81,000.00			$ -	54	$ 1,500.00	$ 81,000.00	
0188	Compression Seal	LF	180	$ 65.00	$ 11,700.00			$ -	180	$ 65.00	$ 11,700.00	
0189	Structural Steel	LS	1	$ 75,000.00	$ 75,000.00			$ -	1	$ 75,000.00	$ 75,000.00	
0190	Remove Foundation (Case Plaza and Mid America Steel, Inc.)	LS	1	$ 40,000.00	$ 40,000.00			$ -	1	$ 40,000.00	$ 40,000.00	
0191	F&I Sheet Piling - Steel	SF	470	$ 60.00	$ 28,200.00			$ -	470	$ 60.00	$ 28,200.00	
0192	Topsoil - Strip	CY	4085	$ 2.00	$ 8,170.00			$ -	4085	$ 2.00	$ 8,170.00	
0193	Topsoil - Spread	CY	3429	$ 2.00	$ 6,858.00			$ -	3429	$ 2.00	$ 6,858.00	
0194	Embankment	CY	3210	$ 4.00	$ 12,840.00			$ -	3210	$ 4.00	$ 12,840.00	
0195	Fill - Haul	CY	8370	$ 8.00	$ 66,960.00			$ -	8370	$ 8.00	$ 66,960.00	
0196	Inspection Trench	CY	175	$ 12.00	$ 2,100.00			$ -	175	$ 12.00	$ 2,100.00	
0197	Subcut	CY	500	$ 15.00	$ 7,500.00			$ -	500	$ 15.00	$ 7,500.00	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 11)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0198	Excavation	CY	1815	$ 9.00	$ 16,335.00			$ -	1815	$ 9.00	$ 16,335.00	
0199	Removal of Contaminated Soil	CY	2929.7	$ 155.00	$ 454,100.00			$ -	2929.7	$ 155.00	$ 454,100.00	
0200	Removal of Highly Contaminated Soil	CY	200	$ 160.00	$ 32,000.00			$ -	200	$ 160.00	$ 32,000.00	
0201	Mulching Type 1 - Hydro	SY	20439	$ 0.42	$ 8,584.38			$ -	20439	$ 0.42	$ 8,584.38	
0202	Seeding Type B	SY	20439	$ 0.42	$ 8,584.38			$ -	20439	$ 0.42	$ 8,584.38	
0203	Overseeding	SY	20439	$ 0.11	$ 2,248.29			$ -	20439	$ 0.11	$ 2,248.29	
0204	Weed Control Type B	SY	20439	$ 0.07	$ 1,430.73			$ -	20439	$ 0.07	$ 1,430.73	
0205	Removable Floodwall	SF	1475	$ 110.00	$ 162,250.00			$ -	1475	$ 110.00	$ 162,250.00	
0206	F&I Floodwall Reinf Bars - Steel	LB	496765	$ 1.15	$ 571,279.75			$ -	496765	$ 1.15	$ 571,279.75	
0207	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	217633	$ 1.30	$ 282,922.90			$ -	217633	$ 1.30	$ 282,922.90	
0208	F&I Floodwall - Structural Conc	CY	3847.37	$ 888.00	$ 3,416,464.56			$ -	3847.37	$ 888.00	$ 3,416,464.56	
0209	Not Used				$ -			$ -			$ -	
0210	Diesel Generator	LS	1	$ 410,000.00	$ 410,000.00			$ -	1	$ 410,000.00	$ 410,000.00	
0211	Generator Foundation Pad	LS	1	$ 40,000.00	$ 40,000.00			$ -	1	$ 40,000.00	$ 40,000.00	
0212	Misc. (fence, etc.)	LS	1	$ 25,000.00	$ 25,000.00			$ -	1	$ 25,000.00	$ 25,000.00	
0213	Health and Safety	LS	1	$ 20,000.00	$ 20,000.00			$ -	1	$ 20,000.00	$ 20,000.00	
0214	Incentive	LS	1	$ 150,000.00	$ 150,000.00			$ -	1	$ 150,000.00	$ 150,000.00	
0215	Small Utility Work-Around	LS	1	$ 169,490.20	$ 169,490.20			$ -	1	$ 169,490.20	$ 169,490.20	
0216	Traffic Control Revisions and Concrete Barriers for Xcel Lines	LS	1	$ 13,225.02	$ 13,225.02			$ -	1	$ 13,225.02	$ 13,225.02	
0217	F&I Watermain Pipe C900 DR 18 - 10" Dia PVC	LF	792	$ 52.50	$ 41,580.00			$ -	792	$ 52.50	$ 41,580.00	
0218	F&I Watermain Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	682	$ 204.20	$ 139,264.40			$ -	682	$ 204.20	$ 139,264.40	
0219	F&I Gate Valve 10" Dia.	EA	4	$ 4,041.50	$ 16,166.00			$ -	4	$ 4,041.50	$ 16,166.00	
0220	Paint Traffic Signal Poles	EA	9	$ 4,235.00	$ 38,115.00			$ -	9	$ 4,235.00	$ 38,115.00	
0221	Bridge Lighting	LS	1	$ 1,815.00	$ 1,815.00			$ -	1	$ 1,815.00	$ 1,815.00	
0222	Excavated Concrete Disposal	LS	1	$ 1,443.46	$ 1,443.46			$ -	1	$ 1,443.46	$ 1,443.46	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 11)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT
0223	Winter Traffic Control	LS	1	$ 3,727.50	$ 3,727.50			$ -	1	$ 3,727.50	$ 3,727.50
0224	Pump Station Concrete Grading	LS	1	$ 20,068.90	$ 20,068.90			$ -	1	$ 20,068.90	$ 20,068.90
0225	Bridge Abutment Seal	LS	1	$ 8,108.33	$ 8,108.33			$ -	1	$ 8,108.33	$ 8,108.33
0226	Bridge Abutment Concrete Disposal	LS	1	$ 4,256.28	$ 4,256.28			$ -	1	$ 4,256.28	$ 4,256.28
0227	Additional H-Piling	LS	1	$ 6,587.50	$ 6,587.50			$ -	1	$ 6,587.50	$ 6,587.50
0228	Traffic Signal modifications	LS	1	$ 29,722.00	$ 29,722.00			$ -	1	$ 29,722.00	$ 29,722.00
0229	Additional Forming-Step Footing	LS	1	$ 1,608.52	$ 1,608.52			$ -	1	$ 1,608.52	$ 1,608.52
0230	Wall Cap for Abutment	LS	1	$ 2,843.38	$ 2,843.38			$ -	1	$ 2,843.38	$ 2,843.38
0231	Tee Manhole Addition	LS	1	$ 13,549.70	$ 13,549.70			$ -	1	$ 13,549.70	$ 13,549.70
0232	SS-10 Manhole Revision	LS	1	$ 2,828.85	$ 2,828.85			$ -	1	$ 2,828.85	$ 2,828.85
0233	Differing Subsurface Condition	LS	1	$ 248,938.80	$ 248,938.80	1	$ 75,196.30	$ 75,196.30	1	$ 324,135.10	$ 324,135.10
0234	Floating Manhole Castings	LS	1	$ 28,473.07	$ 28,473.07			$ -	1	$ 28,473.07	$ 28,473.07
0235	F&I Sanitary Pipe SDR 26 - 8" Dia PVC	LF	11	$ 150.46	$ 1,655.06			$ -	11	$ 1,655.06	$ 1,655.06
0236	F&I Sanitary Pipe w/GB SDR 26 - 8" Dia PVC	LF	30	$ 392.46	$ 11,773.80			$ -	30	$ 11,773.80	$ 11,773.80
0237	Remove Parking Attendant Structure	LS	1	$ 6,615.00	$ 6,615.00			$ -	1	$ 6,615.00	$ 6,615.00
0238	Wall Penetrations	LS	1	$ 5,980.75	$ 5,980.75			$ -	1	$ 5,980.75	$ 5,980.75
0239	CenturyLink Concrete Removal	LS	1	$ 10,021.00	$ 10,021.00			$ -	1	$ 10,021.00	$ 10,021.00
0240	F&I Light Pull Boxes	EA	14	$ 1,100.00	$ 15,400.00			$ -	14	$ 15,400.00	$ 15,400.00
0241	Floodwall Caps Modification	EA	1	$ 7,572.00	$ 7,572.00			$ -	1	$ 7,572.00	$ 7,572.00
0242	Repair Storm Manholes	LS	1	$ 12,913.20	$ 12,913.20			$ -	1	$ 12,913.20	$ 12,913.20
0243	Contaminated Soil Removal	LS	1	$ 200,000.00	$ 200,000.00			$ -	1	$ 200,000.00	$ 200,000.00
0244	ST-8.1 Cover	LS	1	$ 8,553.35	$ 8,553.35			$ -	1	$ 8,553.35	$ 8,553.35
0245	F&I Impressioned 6" Thick Reinf Conc	SY	1	$ 252.00	$ 252.00			$ -	1	$ 252.00	$ 252.00
0246	Pipe Bursting 1st Ave N and 3rd St N	LF	0	$ -	$ -	42	$ 243.22	$ 10,215.24	42	$ 243.22	$ 10,215.24
WP-42F.1S - TOTAL AMOUNT			**CURRENT BUDGET**		**$ 16,919,853.11**	**NET CHANGE**		**$ 77,641.54**	**NEW BUDGET**		**$ 16,997,494.65**

Recommended Contracting Actions Summary

6.a.3 WP-42F.1N 2nd Street North (North of Pump Station) – Change Order #02

Technical Advisory Group Recommendation

Meeting Date: 8/31/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Description	Budget Estimate ($)
WP-42F.1N: Industrial Builders Inc.	
Change Order #02	***$206,380.00***

- **WP-42F.1N, 2nd Street North (North of Pump Station) – Differing Subsurface Conditions, Fire Hydrants and Vault 3A Relocation, Temporary Water for Area Businesses, Howard Johnson Foundation Removal, and BNSF Project Delay**

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Previous Project Cost	Budget ($) Change	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	0.00	12,969,699.05	12,969,699.05	25-Apr-16	1-Jul-17	Contract Award recommended to lowest responsive bidder, Industrial Builders, Inc.
Change Order No. 1	12,969,699.05	8,122.00	12,977,821.05	25-Apr-16	1-Jul-17	Water Main Insulation, Floodwall Caps Modification
Change Order No. 2	12,977,821.05	206,380.00	13,184,201.05	25-Apr-16	1-Jul-17	Differing Subsurface Conditions, Fire Hydrants and Vault 3A Relocation, Temporary Water for Area Businesses, Howard Johnson Foundation Removal, and BNSF Project Delay

DISCUSSION

Change Order No. 2 adds new and modifies existing scope elements to total an increase of $206,380.00 to the Contract Price and 34-day extension to the Project Times. The Change Order consists of the following items:

1. **Differing Subsurface Conditions –** Other projects in the vicinity of WP-F.1N have encountered significant unsuitable subsurface materials, debris, and previously unknown structures. This change item adds a budget of $200,000 to this project to handle similar differing conditions on a Time & Materials basis. The Contractor will only be paid only for removal costs that are actually incurred, and only after validation by HMG and CH2M field personnel. Unused budget will be deducted from the Contract Price at project closeout. There is no known schedule change associated with this item.

2. **Fire Hydrants and Vault 3A Relocation –** This change provides a new location for a fire hydrant and sanitary sewer vault 3A in coordination between HMG, City of Fargo, and the Contractor. There is no change to the Contract Price or schedule for this item.

3. **Temporary Water for Area Businesses –** Project plans had not required a provision for temporary water service to businesses in the area of the 4th Ave N and 3rd St N intersection because the Engineer expected an interruption less than the 8-hour limit allowed by City of Fargo specifications. However, when the Contractor began coordinating for the interruption City representatives decided that temporary service was appropriate anyway. HMG reviewed the proposed pricing of $1,980.00 and found it acceptable. There is no change to the schedule for this item.

4. **Howard Johnson Foundation Removal –** This item provides for removal of a portion of the Howard Johnson Hotel foundation wall that was originally part of the demolition under WP-42C.1, but was descoped under that project's Change Order No. 3. The TAG recommendation form for that Change Order included the following discussion:

   > *The Engineer and City of Fargo rep were concerned that removal of portions of foundation wall in the pool area could damage an existing sanitary sewer lines. They directed that these walls remain in place until this line is taken out of service in the near future, at which point the walls can be removed by the 42F.1N contractor (IBI).*
   >
   > *Landwehr proposed a deduct of $(2,400) for leaving the walls in place. CH2M did a high-level review of this amount and feels it is appropriate considering the equipment and staff were already on site, and it would have been a small part of the much larger demo effort.*
   >
   > *IBI proposed $4,400 to remove the walls under 42F.1N. Considering that IBI has not planned or mobilized for a demo effort on this site, the added cost of $2,000 appears to be understandable considering they will not have the economy of scale and effort that Landwehr had.*
   >
   > *The existing sanitary line under the foundation walls is known to be delicate and a break could potentially be costly to the City of Fargo. The added cost of $2,000 for waiting to remove the walls appears to be an appropriate cost for mitigating the risk of damaging the line while it is active.*
   >
   > *If TAG agrees, then a deduct of $(2400) will be added to this Change Order No. 3 for Landwehr, and $4,400 will be added to a future Change Order for IBI on 42F.1N.*

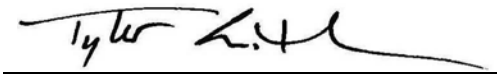
   CH2M now recommends removal of the foundation wall at $4,400 cost to WP-F.1N because it is consistent with the previously approved plan.

5. **BNSF Project Delay –** Project plans and schedule were based on a 30-day BNSF review period for submittals related to railroad right-of-way items. The actual period was considerably longer when BNSF did not meet its review commitments, and the Contrator subsequently claimed over 40 days of extension. CH2M reviewed the Contractor's progress schedule and the details of the BNSF review times and concluded there are 34 days of legitimate schedule impact to the Contractor. HMG and the City of Fargo reviewed CH2M's findings and also concluded that a 34-day extension is appropriate.

ATTACHMENT(S):

1. Draft Change Order No. 2

Submitted by:



8/31/16

Tyler Smith, P.E.
CH2M
Project Manager
Metro Flood Diversion Project

Date

Keith Berndt, Cass County Administrator
Concur: *01Sep2016* *Non-Concur:* _____

April Walker, Fargo City Engineer
Concur: *08Sep2016* *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: *01Sep2016* *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: *01Sep2016* *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: *01Sep2016* *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: *01Sep2016* *Non-Concur* _____

Nathan Boerboom, Diversion Authority Project Manager
Concur: *01Sep2016* *Non-Concur:* _____

Change Order No. 02

Date of Issuance:	8/11/2016	Effective Date:	8/11/2016
Owner:	Metro Flood Diversion Authority	Owner's Contract No.:	WP-42F.1N
Owner's Representative:	CH2M HILL Engineers, Inc.	Owner's Representative Project No.:	435534
Contractor:	Industrial Builders, Inc.	Contractor's Project No.:	
Engineer:	Houston-Moore Group, LLC	Work Package No.:	WP-42F.1N
Project:	Fargo-Moorhead Area Diversion	Contract Name:	Flood Control, 2nd Street North, North of Pump Station

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

Description:

1. DIFFERING SUBSURFACE CONDITIONS
    a. Add lump sum bid item *0138 Differing Subsurface Conditions* for $200,000.00 to accommodate removing unsuitable soil found onsite. This bid item will be used as necessary for removing unsuitable soil and debris from onsite excavations. The attached Change Order 2 Unit Price Schedule dated 9/8/2016 shows the price increase. There is no schedule change associated with this change item at this time.
2. FIRE HYDRANTS AND VAULT 3A RELOCATION
    a. Revise plan sheets as attached for moving the fire hydrant and sanitary sewer vault 3A based on coordination with the City of Fargo project north of the WP-42F1N project limits. Relocate the fire hydrant on 4th Avenue North and 2nd Street North to the west due to utility conflicts. The attached Change Order 2 plans sheets dated 8/25/2016 reflect these changes. There is no cost or schedule change associated with this change item.
3. TEMPORARY WATER FOR AREA BUSINESSES
    a. Add lump sum bid *item 0139 Temporary Water Service* for $1,980.00 to accommodate providing temporary water services to the business in the area of the 4th Avenue North and 3rd Street N intersection. This is required due to the sequence for shutting water down in the intersection to make the connection to the newly installed water main as part of the project. The attached Change Order 2 Unit Price Schedule dated 9/8/2016 shows the price increase. There is no schedule change associated with this change item.
4. HOWARD JOHNSON FOUNDATION REMOVAL
    a. Add lump sum bid item *0140 Howard Johnson Foundation Removal* for $4,400.00 to accommodate removing the footing pieces that the Howard Johnson demo contractor could not remove due to possibly impacting an existing sanitary sewer pipe that ran under the existing building. There is no schedule change associated with this change item.

5. BNSF PROJECT DELAY

    a. Add 34 calendar days to Milestone 1 and Substantial Completion to change both dates from October 15, 2016 to November 18, 2016. This delay was caused by the BNSF Railway's extended reviews and lack of communication of the project features within the BNSF right of way. There is no cost change associated with this delay at this time.

Attachments:

Change Order 2 Unit Price Schedule Dated 9/8/2016
Change Order 2 Plan Sheets Dated 8/25/2016

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: **12,969,699.05**	Original Contract Times: Milestone 1: October 15, 2016 Milestone 2: 20 calendar days after road closure Substantial Completion: October 15, 2016 Ready for Final Payment: July 1, 2017
[Increase] [~~Decrease~~] from previously approved Change Orders No. 01 **8,122.00**	[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. : **NA**
Contract Price prior to this Change Order: **12,977,821.05**	Contract Times prior to this Change Order: Milestone 1: October 15, 2016 Milestone 2: 20 calendar days after road closure Substantial Completion: October 15, 2016 Ready for Final Payment: July 1, 2017
[Increase] [~~Decrease~~] of this Change Order: **206,380.00**	[Increase] [~~Decrease~~] of this Change Order: Milestone 1: 34 days Milestone 2: NA Substantial Completion: 34 days Ready for Final Payment: NA
Contract Price incorporating this Change Order: **13,184,201.05**	Contract Times with all approved Change Orders: Milestone 1: November 18, 2016 Milestone 2: 20 calendar days after road closure Substantial Completion: November 18, 2016 Ready for Final Payment: July 1, 2017

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Owner's Representative (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Name: Tyler Smith, P.E.	Name: Darrell Vanyo	Name: Kerry Meske
Title: Construction Manager	Title: Chairman	Title: Project Manager
Date: _____	Date: _____	Date: _____

WP-42F.1N
2nd Street/Downtown Area - In-Town Levees

Change Order 2 Unit Price Schedule
DATE: 9/8/2016

WP-42F.1N - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0001	Remove Sanitary Manhole	EA	3	$ 735.00	$ 2,205.00				3	735.00	$ 2,205.00	
0002	F&I Sanitary Manhole 4' Dia Reinf Conc	EA	3	$ 7,035.00	$ 21,105.00				3	7,035.00	$ 21,105.00	
0003	F&I Sanitary Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1	$ 10,290.00	$ 10,290.00				1	10,290.00	$ 10,290.00	
0004	Connect Sewer Service Option C	EA	1	$ 1,260.00	$ 1,260.00				1	1,260.00	$ 1,260.00	
0005	F&I Sanitary Pipe w/GB SDR 26 - 6" Dia PVC	LF	119	$ 115.00	$ 13,685.00				119	115.00	$ 13,685.00	
0006	F&I Sanitary Pipe w/GB SDR 26 - 12" Dia PVC	LF	243	$ 170.00	$ 41,310.00				243	170.00	$ 41,310.00	
0007	F&I Sanitary Pipe w/GB SDR 35 - 12" Dia PVC	LF	304	$ 130.00	$ 39,520.00				304	130.00	$ 39,520.00	
0008	F&I DI Force Main - Fittings	LB	6,280	$ 6.30	$ 39,564.00				6280	6.30	$ 39,564.00	
0009	F&I Clean-out Manhole 5' Dia Reinf Conc	EA	1	$ 54,000.00	$ 54,000.00				1	54,000.00	$ 54,000.00	
0010	F&I Manhole Type E Reinf Conc	EA	1	$ 65,000.00	$ 65,000.00				1	65,000.00	$ 65,000.00	
0011	F&I Valve 30" Dia - Plug Valve	EA	1	$ 54,000.00	$ 54,000.00				1	54,000.00	$ 54,000.00	
0012	F&I Pipe w/GB DR 25 - 30" Dia PVC	LF	1,072	$ 285.00	$ 305,520.00				1072	285.00	$ 305,520.00	
0013	Remove Sanitary Pipe All Sizes All Types	LF	751	$ 11.00	$ 8,261.00				751	11.00	$ 8,261.00	
0014	Plug Sanitary Pipe 8" Diameter	EA	2	$ 340.00	$ 680.00				2	340.00	$ 680.00	
0015	Plug Sanitary Pipe 10" Diameter	EA	2	$ 420.00	$ 840.00				2	420.00	$ 840.00	
0016	Plug Sanitary Pipe 12" Diameter	EA	2	$ 525.00	$ 1,050.00				2	525.00	$ 1,050.00	
0017	F&I 5" Hydrant	EA	3	$ 8,505.00	$ 25,515.00				3	8,505.00	$ 25,515.00	
0018	Remove Hydrant	EA	2	$ 767.00	$ 1,534.00				2	767.00	$ 1,534.00	
0019	F&I Watermain Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	71	$ 88.00	$ 6,248.00				71	88.00	$ 6,248.00	
0020	F&I Watermain Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	40	$ 92.00	$ 3,680.00				40	92.00	$ 3,680.00	
0021	F&I Watermain Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	1,386	$ 103.00	$ 142,758.00				1386	103.00	$ 142,758.00	
0022	F&I Gate Valve 6" Dia	EA	5	$ 2,060.00	$ 10,300.00				5	2,060.00	$ 10,300.00	
0023	F&I Gate Valve 10" Dia	EA	2	$ 4,410.00	$ 8,820.00				2	4,410.00	$ 8,820.00	
0024	Remove Watermain Pipe All Sizes All Types	LF	247	$ 11.00	$ 2,717.00				247	11.00	$ 2,717.00	

WP-42F.1N - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0025	Plug Watermain Pipe 6" Diameter	EA	2	$ 1,345.00	$ 2,690.00				2	1,345.00	$ 2,690.00	
0026	Transfer Water Service	LS	1	$ 1,680.00	$ 1,680.00				1	1,680.00	$ 1,680.00	
0027	F&I Watermain Fittings Ductile Iron	LBS	3,230	$ 2.10	$ 6,783.00				3230	2.10	$ 6,783.00	
0028	F&I Storm Manhole 4' Dia Reinf Conc	EA	4	$ 6,090.00	$ 24,360.00				4	6,090.00	$ 24,360.00	
0029	F&I Storm Manhole 5' Dia Reinf Conc	EA	5	$ 7,665.00	$ 38,325.00				5	7,665.00	$ 38,325.00	
0030	F&I Storm Manhole 6' Dia Reinf Conc	EA	3	$ 7,980.00	$ 23,940.00				3	7,980.00	$ 23,940.00	
0031	F&I Storm Manhole 7' Dia Reinf Conc	EA	3	$ 14,000.00	$ 42,000.00				3	14,000.00	$ 42,000.00	
0032	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1	$ 3,885.00	$ 3,885.00				1	3,885.00	$ 3,885.00	
0033	F&I Inlet - Single Box (SBI) Reinf Conc	EA	10	$ 3,255.00	$ 32,550.00				10	3,255.00	$ 32,550.00	
0034	F&I Inlet - Double Box (DBI) Reinf Conc	EA	3	$ 5,460.00	$ 16,380.00				3	5,460.00	$ 16,380.00	
0035	F&I Inlet - Round Inlet (RDI) Reinf Conc	EA	5	$ 1,890.00	$ 9,450.00				5	1,890.00	$ 9,450.00	
0036	Modify East Bridge Inlet	EA	1	$ 5,670.00	$ 5,670.00				1	5,670.00	$ 5,670.00	
0037	Remove Storm Manhole	EA	8	$ 756.00	$ 6,048.00				8	756.00	$ 6,048.00	
0038	Remove Storm Inlet	EA	14	$ 640.00	$ 8,960.00				14	640.00	$ 8,960.00	
0039	Remove Storm Pipe All Sizes All Types	LF	1,680	$ 11.00	$ 18,480.00				1680	11.00	$ 18,480.00	
0040	F&I Storm Pipe 15" Dia Reinf Conc	LF	278	$ 59.00	$ 16,402.00				278	59.00	$ 16,402.00	
0041	F&I Storm Pipe w/GB 15" Dia Reinf Conc	LF	351	$ 93.00	$ 32,643.00				351	93.00	$ 32,643.00	
0042	F&I Storm Pipe w/GB 18" Dia Reinf Conc	LF	34	$ 98.00	$ 3,332.00				34	98.00	$ 3,332.00	
0043	F&I Storm Pipe w/GB 24" Dia Reinf Conc	LF	83	$ 121.00	$ 10,043.00				83	121.00	$ 10,043.00	
0044	F&I Storm Pipe w/GB 27" Dia Reinf Conc	LF	383	$ 153.00	$ 58,599.00				383	153.00	$ 58,599.00	
0045	F&I Storm Pipe w/GB 36" Dia Reinf Conc	LF	214	$ 283.00	$ 60,562.00				214	283.00	$ 60,562.00	
0046	F&I Storm Pipe w/GB 48" Dia Reinf Conc	LF	102	$ 410.00	$ 41,820.00				102	410.00	$ 41,820.00	
0047	Remove Pavement All Thicknesses All Types	SY	13,647	$ 12.00	$ 163,764.00				13647	12.00	$ 163,764.00	
0048	Remove Sidewalk All Thicknesses All Types	SY	3,528	$ 7.50	$ 26,460.00				3528	7.50	$ 26,460.00	
0049	Remove Gravel Surfacing All Thicknesses All Types	SY	133	$ 8.00	$ 1,064.00				133	8.00	$ 1,064.00	
0050	Subgrade Preparation	SY	6,649	$ 5.25	$ 34,907.25				6649	5.25	$ 34,907.25	
0051	F&I Woven Geotextile	SY	7,607	$ 3.15	$ 23,962.05				7607	3.15	$ 23,962.05	

WP-42F.1N - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0052	F&I Class 5 Agg - 6" Thick	SY	958	$ 13.65	$ 13,076.70				958	13.65	$ 13,076.70	
0053	F&I Class 5 Agg - 8" Thick	SY	1,062	$ 15.75	$ 16,726.50				1062	15.75	$ 16,726.50	
0054	F&I Class 5 Agg - 12" Thick	SY	5,587	$ 18.90	$ 105,594.30				5587	18.90	$ 105,594.30	
0055	F&I Edge Drain 4" Dia PVC	LF	2,659	$ 9.50	$ 25,260.50				2659	9.50	$ 25,260.50	
0056	F&I Curb & Gutter Standard (Type II)	LF	2,659	$ 30.00	$ 79,770.00				2659	30.00	$ 79,770.00	
0057	F&I Variable Height Curb	LF	16	$ 57.00	$ 912.00				16	57.00	$ 912.00	
0058	Remove Curb & Gutter	LF	2,797	$ 7.35	$ 20,557.95				2797	7.35	$ 20,557.95	
0059	F&I Pavement 9" Thick Doweled Conc	SY	4,650	$ 88.00	$ 409,200.00				4650	88.00	$ 409,200.00	
0060	F&I Pavement 11" Thick Doweled Conc	SY	208	$ 90.00	$ 18,720.00				208	90.00	$ 18,720.00	
0061	F&I Aggregate for Asph Pavement FAA 43	TON	748	$ 92.00	$ 68,816.00				748	92.00	$ 68,816.00	
0062	F&I Asphalt Cement PG 58-28	GAL	10,760	$ 2.05	$ 22,058.00				10760	2.05	$ 22,058.00	
0063	F&I Sidewalk 4" Thick Reinf Conc	SY	2,252	$ 55.00	$ 123,860.00				2252	55.00	$ 123,860.00	
0064	F&I Sidewalk 6" Thick Reinf Conc	SY	748	$ 65.00	$ 48,620.00				748	65.00	$ 48,620.00	
0065	Temp Construction Entrance	EA	1	$ 4,200.00	$ 4,200.00				1	4,200.00	$ 4,200.00	
0066	F&I Impressioned 4" Thick Reinf Conc	SY	621	$ 218.00	$ 135,378.00				621	218.00	$ 135,378.00	
0067	F&I Driveway 6" Thick Reinf Conc	SY	22	$ 105.00	$ 2,310.00				22	105.00	$ 2,310.00	
0068	F&I Det Warn Panels Cast Iron	SF	123	$ 60.00	$ 7,380.00				123	60.00	$ 7,380.00	
0069	Reset Sign Assembly	EA	1	$ 260.00	$ 260.00				1	260.00	$ 260.00	
0070	F&I Sign Assembly	EA	19	$ 240.00	$ 4,560.00				19	240.00	$ 4,560.00	
0071	F&I Engineering Grade	SF	74.5	$ 25.00	$ 1,862.50				75	25.00	$ 1,862.50	
0072	F&I Diamond Grade Cubed	SF	28.6	$ 42.00	$ 1,201.20				29	42.00	$ 1,201.20	
0073	F&I High Intensity Prismatic	SF	17.5	$ 37.00	$ 647.50				18	37.00	$ 647.50	
0074	F&I Grooved Plastic Film Message	SF	223.5	$ 37.00	$ 8,269.50				224	37.00	$ 8,269.50	
0075	F&I Grooved Plastic Film 4" Wide	LF	2,998	$ 5.70	$ 17,088.60				2998	5.70	$ 17,088.60	
0076	F&I Grooved Plastic Film 8" Wide	LF	391	$ 12.00	$ 4,692.00				391	12.00	$ 4,692.00	
0077	F&I Grooved Contrast Film 7" Wide	LF	723	$ 11.00	$ 7,953.00				723	11.00	$ 7,953.00	
0078	F&I Methacrylate 6" Wide	LF	339	$ 27.00	$ 9,153.00				339	27.00	$ 9,153.00	

WP-42F.1N - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0079	F&I Methacrylate 16" Wide	LF	79	$ 44.00	$ 3,476.00				79	44.00	$ 3,476.00	
0080	Traffic Control - Type 2	LS	1	$ 65,000.00	$ 65,000.00				1	65,000.00	$ 65,000.00	
0081	4" Special Concrete 1	SY	193	$ 160.00	$ 30,880.00				193	160.00	$ 30,880.00	
0082	4" Special Concrete 3	SY	22	$ 400.00	$ 8,800.00				22	400.00	$ 8,800.00	
0083	6" Special Concrete 1	SY	220	$ 165.00	$ 36,300.00				220	165.00	$ 36,300.00	
0084	6" Special Concrete 2	SY	117	$ 265.00	$ 31,005.00				117	265.00	$ 31,005.00	
0085	Mobilization	LS	1	$ 657,665.00	$ 657,665.00				1	657,665.00	$ 657,665.00	
0086	Temp Fence - Safety	LF	1,471	$ 14.00	$ 20,594.00				1471	14.00	$ 20,594.00	
0087	Remove Retaining Wall	LS	1	$ 200,000.00	$ 200,000.00				1	200,000.00	$ 200,000.00	
0088	Remove Guard Rail	LF	57	$ 10.00	$ 570.00				57	10.00	$ 570.00	
0089	Remove Fence All Sizes All Types	LF	579	$ 10.00	$ 5,790.00				579	10.00	$ 5,790.00	
0090	F&I Chain Link Fence	LF	985	$ 16.00	$ 15,760.00				985	16.00	$ 15,760.00	
0091	Temp Pumping	LS	1	$ 63,000.00	$ 63,000.00				1	63,000.00	$ 63,000.00	
0092	Remove Howard Johnson Inn Pool	LS	1	$ 15,750.00	$ 15,750.00				1	15,750.00	$ 15,750.00	
0093	Clear & Grub	LS	1	$ 5,040.00	$ 5,040.00				1	5,040.00	$ 5,040.00	
0094	Remove Tree	EA	13	$ 840.00	$ 10,920.00				13	840.00	$ 10,920.00	
0095	Remove Parking Lot Concrete Bumpers	EA	34	$ 262.00	$ 8,908.00				34	262.00	$ 8,908.00	
0096	Silt Fence - Standard	LF	733	$ 2.65	$ 1,942.45				733	2.65	$ 1,942.45	
0097	Sediment Control Log 10" to 15" Dia	LF	1,406	$ 3.15	$ 4,428.90				1406	3.15	$ 4,428.90	
0098	F&I Erosion Control Blanket	SY	301	$ 2.10	$ 632.10				301	2.10	$ 632.10	
0099	Inlet Protection - New Inlet	EA	23	$ 155.00	$ 3,565.00				23	155.00	$ 3,565.00	
0100	Inlet Protection - Existing Inlet	EA	22	$ 120.00	$ 2,640.00				22	120.00	$ 2,640.00	
0101	Remove Traffic Lighting	LS	1	$ 6,000.00	$ 6,000.00				1	6,000.00	$ 6,000.00	
0102	Street Lighting	LS	1	$ 120,000.00	$ 120,000.00				1	120,000.00	$ 120,000.00	
0103	Remove Outfall Including Adjacent Concrete Structures	EA	1	$ 15,750.00	$ 15,750.00				1	15,750.00	$ 15,750.00	
0104	Remove and Salvage Traffic Signal Equipment - System A (2nd St / 4th Ave N)	LS	1	$ 6,000.00	$ 6,000.00				1	6,000.00	$ 6,000.00	
0105	Traffic Signal System "A" (2 St / 4th Ave N)	LS	1	$ 195,000.00	$ 195,000.00				1	195,000.00	$ 195,000.00	

WP-42F.1N - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0106	Remove and Salvage Traffic Signal Equipment - System "B" (2nd St / 3rd Ave N)	LS	1	$ 6,000.00	$ 6,000.00				1	6,000.00	$ 6,000.00	
0107	Remove and Plug BNSF Utility "Diesel Oil Line"	LS	1	$ 3,045.00	$ 3,045.00				1	3,045.00	$ 3,045.00	
0108	Remove and Plug BNSF Utility "Diesel Water Line"	LS	1	$ 3,045.00	$ 3,045.00				1	3,045.00	$ 3,045.00	
0109	Remove and Plug BNSF Utility "Watermain"	LS	1	$ 3,045.00	$ 3,045.00				1	3,045.00	$ 3,045.00	
0110	Jersey Barrier Formed	LF	180	$ 320.00	$ 57,600.00				180	320.00	$ 57,600.00	
0111	F&I Sheet Piling - Steel	SF	472	$ 50.00	$ 23,600.00				472	50.00	$ 23,600.00	
0112	Topsoil - Strip	CY	365	$ 4.20	$ 1,533.00				365	4.20	$ 1,533.00	
0113	Topsoil - Import	CY	1,810	$ 42.00	$ 76,020.00				1810	42.00	$ 76,020.00	
0114	Topsoil - Spread	CY	365	$ 5.25	$ 1,916.25				365	5.25	$ 1,916.25	
0115	Embankment	CY	2,871	$ 10.00	$ 28,710.00				2871	10.00	$ 28,710.00	
0116	Embankment Import	CY	16,475	$ 17.85	$ 294,078.75				16475	17.85	$ 294,078.75	
0117	Subcut	CY	500	$ 15.00	$ 7,500.00				500	15.00	$ 7,500.00	
0118	Excavation	CY	2,871	$ 6.30	$ 18,087.30				2871	6.30	$ 18,087.30	
0119	Mulching Type 1 - Hydro	SY	18,687	$ 0.37	$ 6,914.19				18687	0.37	$ 6,914.19	
0120	Seeding Type B	SY	18,687	$ 0.32	$ 5,979.84				18687	0.32	$ 5,979.84	
0121	Overseeding	SY	18,687	$ 0.09	$ 1,681.83				18687	0.09	$ 1,681.83	
0122	Weed Control Type B	SY	18,687	$ 0.07	$ 1,308.09				18687	0.07	$ 1,308.09	
0123	F&I Retaining Wall Reinf Bars - Steel	LB	100,899	$ 1.30	$ 131,168.70				100899	1.30	$ 131,168.70	
0124	F&I Retaining Wall Reinf Bars - Epoxy Coated Steel	LB	126,896	$ 1.50	$ 190,344.00				126896	1.50	$ 190,344.00	
0125	F&I Retaining Wall - Structural Conc	CY	1,062	$ 1,100.00	$ 1,168,200.00				1062	1,100.00	$ 1,168,200.00	
0126	F&I Handrail/Ornamental Fence	LF	425	$ 300.00	$ 127,500.00				425	300.00	$ 127,500.00	
0127	Lean Mix Backfill	CY	222	$ 300.00	$ 66,600.00				222	300.00	$ 66,600.00	
0128	Retaining Wall Drainage	LS	1	$ 50,000.00	$ 50,000.00				1	50,000.00	$ 50,000.00	
0129	Retaining Wall Shoring	LS	1	$ 350,000.00	$ 350,000.00				1	350,000.00	$ 350,000.00	
0130	Removable Floodwall	SF	369	$ 140.00	$ 51,660.00				369	140.00	$ 51,660.00	
0131	F&I Floodwall Reinf Bars - Steel	LB	549,137	$ 1.30	$ 713,878.10				549137	1.30	$ 713,878.10	
0132	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	211,746	$ 1.50	$ 317,619.00				211746	1.50	$ 317,619.00	

WP-42F.1N - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0133	F&I Floodwall - Structural Conc	CY	4,325	$ 1,060.00	$ 4,584,500.00				4325	1,060.00	$ 4,584,500.00	
0134	Concrete Surface Stain	LS	1	$ 325,000.00	$ 325,000.00				1	325,000.00	$ 325,000.00	
0135	BNSF Bridge Modifications	LS	1	$ 85,000.00	$ 85,000.00				1	85,000.00	$ 85,000.00	
0136	F&I 4" Watermain Insulation	SY	10	$ 55.00	$ 550.00				10	55.00	$ 550.00	
0137	F&I Revised Floodwall Caps	LS	1	$ 7,572.00	$ 7,572.00				1	7,572.00	$ 7,572.00	
0138	Differing Subsurface Conditions	LS	0	$ -	$ -	1	$ 200,000.00	$ 200,000.00	1	200,000.00	$ 200,000.00	
0139	Temporary Water Service	LS	0	$ -	$ -	1	$ 1,980.00	$ 1,980.00	1	1,980.00	$ 1,980.00	
0140	Howard Johnson Foundation Removal	LS	0	$ -	$ -	1	$ 4,400.00	$ 4,400.00	1	4,400.00	$ 4,400.00	
WP-42F.1N - TOTAL AMOUNT			**CURRENT BUDGET**		**$ 12,977,821.05**	**NET CHANGE**		**$ 206,380.00**	**NEW BUDGET**		**$ 13,184,201.05**	

PROFESSIONAL SERVICES AGREEMENT

Related to:

THE
FARGO-MOORHEAD AREA DIVERSION PROJECT

BY AND BETWEEN

METRO FLOOD DIVERSION AUTHORITY
as Diversion Authority

and

AON RISK SERVICES CENTRAL, INC.
as Aon

Dated as of July 1, 2016

This instrument was drafted by:
Ohnstad Twichell, P.C. (JTS)
P.O. Box 458
West Fargo, North Dakota 58078-0458

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of July 1, 2016, by and between the Metro Flood Diversion Authority ("Diversion Authority") and Aon Risk Services Central, Inc. ("Aon") (collectively, the "parties").

WHEREAS, the Diversion Authority and the United States Army Corps of Engineers ("USACE") have completed significant work in readying the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the "Project") for implementation; and

WHEREAS, using a Split Delivery Method, the multiple Project features will be split into those implemented by the Diversion Authority and those implemented by the USACE, with the Diversion Authority delivering the majority of the Diversion Authority's features through a Public-Private Partnership ("P3") delivery method; and

WHEREAS, the portions of the Project that the Diversion Authority will implement through a P3 are collectively referred to as the Diversion Channel and Associated Infrastructure Work Package ("DCAI WP"); and

WHEREAS, the Diversion Authority has selected Aon to provide the Diversion Authority advice and support regarding the P3 insurance, performance security, and risk issues related to the Project, including assistance in the drafting and negotiating of agreements for the DCAI WP; and

WHEREAS, the Diversion Authority desires to enter into a professional services agreement with Aon and retain Aon to provide risk management and advisory services to the Diversion Authority commencing on July 1, 2016.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. EMPLOYMENT. The Diversion Authority hires Aon, which accepts the hiring with the Diversion Authority pursuant to this Agreement.

2. SCOPE OF DUTIES. Aon shall provide risk management advisory services to the Diversion Authority for insurance, performance security requirements and risk management services in conjunction with the Diversion Authority's portion of the Project. Aon shall furnish all services and labor necessary to conduct and complete the services described herein. Aon's items of work may include, but are not limited to, the following items, as appropriate for the Project:

   A. Provide insurance, performance security, and risk management advice as requested regarding matters affecting, or that could potentially affect, the Project.

   B. Participate in presentations, briefings, and reporting to the Diversion Authority Board and other decision making bodies.

C. Work and liaise with other Diversion Authority service providers and state, local, and federal agencies regarding the Project.

D. Attend meetings or participate in conference calls with the Diversion Authority's personnel and/or consultants and other interested parties to discuss the details of the Project.

E. Assist in identification, assessment and allocation of project risks.

F. Review and comment on insurance, performance security, and risk provisions of the RFP, Project Agreement, and other project documents.

G. Participate in the procurement process, including workshops, meetings, and evaluations.

The Diversion Authority reserves the right to request similar advisory services on other assignments/projects that are not listed above, under the condition of an "as needed" scope of services.

The Services to be provided by Aon are not of a legal nature, and Aon shall in no event give, or be required to give, any legal opinion or provided any legal representation to the Diversion Authority. Aon recommends that the Diversion Authority seek the review of the Diversion Authority's legal or tax advisors before taking action based upon Aon's statements.

Aon and the Diversion Authority acknowledge that the reliability of our services depends upon the accuracy and completeness of the data supplied to Aon. The Diversion Authority accepts sole responsibility for errors or delays in services solely resulting from inaccurate or incomplete data supplied to Aon, and acknowledges and agrees that any additional services thereby necessitated will result in additional fees payable by the Diversion Authority to Aon. Aon must receive promptly the information to deliver the Services as well as the Diversion Authority's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Services, such as a change in the nature of the Diversion Authority's products or equipment, systems, and/or processes that are the focus of Aon's service(s).

The Diversion Authority agrees to provide its project data in the form agreed upon. The Diversion Authority understands and agrees that if data is submitted in a form other than agreed upon, the Diversion Authority shall pay Aon, in addition to the fees set forth in the Agreement the reasonable expenses incurred to merge/convert the data to the agreed upon form so long as Aon has informed the Diversion Authority of such additional expenses and the Diversion Authority has consented in writing to those additional expenses prior to Aon incurring such.

3. TASK ORDERS. Aon shall receive assignments for work under this Agreement through Task Orders authorized and provided by the Diversion Authority. The Diversion Authority shall compensate Aon only for work contained with the Task Orders. If Aon engages in work beyond the scope of a Task Orders, the Diversion Authority shall not compensate Aon for that work, unless agreed to in writing by the Diversion Authority prior to the work being completed. All amendments to Task Orders must be authorized and provided by the Diversion Authority in writing. A sample Task Order is attached to this Agreement as Exhibit A.

4. PERSONNEL. Aon must provide the services of a "Project Lead" and designated Aon associates and employees under his or her management. All persons assigned by Aon to perform services under this Agreement shall be fully qualified to perform the work assigned to them. Aon shall devote such personnel and resources, time, attention and energies to the Diversion Authority's business as are necessary to fulfill the duties and responsibilities required by the Diversion Authority. Aon must endeavor to minimize turnover of personnel performing services under this Agreement. If the Diversion Authority is dissatisfied with any of Aon's personnel, the Diversion Authority reserves the right to require removal of those personnel from the Task Order. The Diversion Authority shall provide Aon with a written statement, including reasonable detail, outlining its reasons for desiring removal. Replacement personnel for the removed person shall be fully qualified for the position.

5. TERM. The term of this Agreement shall begin on *July 1, 2016, and continue through July 1, 2018*, except that this Agreement may be terminated prior to July 1, *2018*, pursuant to the conditions outlined in Section 20 of this Agreement.

6. EXTENSION OF TERM. The parties shall have the right to extend this Agreement for two (2) additional one year periods upon mutual agreement not less than two (2) months prior to the expiration of the initial two (2) year term, which agreement may include revised rates.

7. COMPENSATION. For all services rendered by Aon, the Diversion Authority will pay Aon based on the time spent by those Aon team members working on the Project and the hourly charging rates applicable to those Aon team members. Time will be tracked and billed in fifteen (15) minute increments for each Aon team member. Aon's standard rates are as follows:

Team Member	Hourly Rate
Chris McEvoy	$425
Brian De Bruin	$375
Eric Sullivan	$375
Mike DeLio	$250
David Roth	$350

Any increase in Aon's hourly rates under this Agreement will be agreed to in advance by the Diversion Authority in writing. The compensation is payable following the end of

each month upon submission by Aon of an invoice setting forth the services performed in that month on behalf of the Diversion Authority. If a work order issued under this Agreement contains a not-to-exceed compensation amount, the Diversion Authority will only pay compensation to Aon for fees and/or expenses that are less than or equal to the not-to-exceed amount stated on the work order, unless the work order has been amended pursuant to Section 3 of this Agreement.

8. REIMBURSABLE TRAVEL EXPENSES. The Diversion Authority will be responsible for reimbursing Aon for itemized travel expenses Aon reasonably incurs while performing services under this Agreement.

A. **Allowed Expenses**. Specifically, the Diversion Authority will reimburse Aon for:
   (1) Reasonable and necessary transportation (including airfare) at Aon's actual cost. All air transportation is limited to coach fares. Contractor must book all air transportation at least fourteen (14) days prior to travel, unless the Diversion Authority agrees otherwise in writing. Private vehicle ground transportation is limited to $0.54 per mile or the IRS standard mileage rate for business miles driven.
   (2) Meals associated with overnight travel, as Aon's actual cost. Meal costs may not exceed $100.00 per person per day, unless the Diversion Authority agrees otherwise in writing.
   (3) Incidental expenses incurred while traveling: up to $25.00 per person for each full 24-hour period. The Diversion Authority will not reimburse incidental expenses incurred in connection with travel less than 24 hours or for fractional days.
   (4) Lodging expenses incurred while traveling, at Aon's actual cost. Lodging costs may not exceed $150.00 (per day per person), plus tax, unless the Diversion Authority agrees otherwise in writing.

B. **Non-allowed Expenses**. The Diversion Authority will not reimburse Aon for:
   (1) Meals not associated with overnight travel;
   (2) Any travel expense not listed in Section 8(A) of this Agreement; or
   (3) Use of Aon's office for meetings related to work pursuant to the Agreement.

C. **Requirements**. Except as otherwise directed by the Diversion Authority, Aon must submit a written travel plan to the Diversion Authority prior to incurring travel expenses. The written travel plan must include the reason for the trip, the number of persons traveling, the types of expenses Aon expects to incur, and the estimated costs. Except as otherwise directed by the Diversion Authority, the Diversion Authority must approve the written travel plan prior to the travel or the Diversion Authority will not reimburse Aon for the expense.

D. **Limitations**. The Diversion Authority will not pay Aon for more than one employee to attend Project-related workshops, meetings, evaluations, presentations, briefings, negotiations, etc., unless the Diversion Authority approves, in writing, the attendance of multiple individuals.

9. REIMBURSABLE OTHER EXPENSES. The Diversion Authority will be responsible for reimbursing Aon for itemized other expenses Aon reasonably incurs while performing services under this Agreement.

A. **Allowed Expenses**. Specifically, the Diversion Authority will reimburse Aon for:
   (1) Postage, overnight delivery, or courier services at Aon's actual costs.
   (2) Facsimile transmissions and long-distance telephone charges at Aon's actual cost.
   (3) Copies at $0.10 per page.

Aon shall be responsible for the payment of all other expenses, including travel expenses, in any way associated with the duties to be discharged by it under the terms of this Agreement, and the Diversion Authority has no responsibility whatsoever for additional payments for services rendered, costs, fees or expenses incurred in the rendering of those duties. All expense reimbursement requests by Aon shall be set out specifically in the invoicing to the Diversion Authority.

10. INVOICING AND PAYMENT.

A. Aon must submit invoices to the Diversion Authority no more often than once per month, for services provided and allowed expenses incurred during the preceding month. Aon's Project Lead must personally review each invoice before it is sent to the Diversion Authority to determine its accuracy and fairness, and to ensure the invoice complies with the requirements in this Agreement.

B. Aon must submit each original invoice to:

Metro Flood Diversion Authority
APInvoicesFMDiv@ch2m.com

C. Aon's invoices must be detailed and precise. Aon's invoices must clearly indicate fees and expenses incurred for the current billing period month and include at least the following information:
   (1) Aon's name and address;
   (2) Aon's federal employer identification number;
   (3) Unique invoice number;
   (4) Billing period;
   (5) Description of each activity performed for each day in which services were performed;
   (6) Work order number associated with each activity;
   (7) Name, billing rate, and hours worked by each person involved in each activity;
   (8) Breakdown of allowed expenses, identified by billing period;
   (9) Total amount of fees and costs "billed to date," including the preceding month; and

(10) Preferred remittance address, if different from the address on the invoice's coversheet.

D. Aon's invoice must be printed on a printed bill head and signed by the Project Lead or other authorized signatory.

E. Aon must keep copies of invoices and receipts and provide copies for the Diversion Authority's review upon request.

F. After the Diversion Authority receives Aon's invoice, the Diversion Authority will either process the invoice for payment or give Aon specific reasons, in writing, why part or all of the Diversion Authority's payment is being withheld and what actions Aon must take to receive the withheld amount.

G. Payment does not imply acceptance of services, that expenses are allowable, or that the invoice is accurate. In the event an error is identified within three months of receipt of payment, Aon must credit any payment in error from any payment that is due or that may become due to Aon under this Agreement.

H. Aon must pay all fees, fines, taxes, or other costs of doing business related to the services, except for the expenses allowed under Section 8 and Section 9 of this Agreement.

11. RELATIONSHIP BETWEEN PARTIES. Aon is retained by the Diversion Authority only for the purposes and to the extent set forth in this Agreement, and its relationship to the Diversion Authority shall, during the period or periods of services under this Agreement, be that of an independent contractor. Aon shall be free to use such portion of Aon's entire time, energy and skill during the course of this Agreement to meet its contractual obligation to the Diversion Authority. Neither Aon, nor its personnel, shall be considered to be employed by the Diversion Authority or entitled to participate in any plans, arrangements or distributions by the Diversion Authority pertaining to or in connection with any benefits accorded the Diversion Authority's regular employees. The Diversion Authority shall not be financially responsible to Aon except for the payment of compensation and expenses specifically set forth in this Agreement, and shall not be responsible for the payment of any cost of living allowances, merit increases, medical insurance, public employee's retirement, life or disability coverage, sick leave or holiday pay or vacation pay or any benefit of any kind not specifically set forth in this Agreement. Likewise, the Diversion Authority shall not be responsible for wage or salary withholding to the federal or any state government.

12. REPRESENTATIONS AND WARRANTIES. Aon represents and warrants that the following statements are true:

A. Aon has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any member of the Diversion Authority with a

view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

B. The Team Members performing the work hereunder have no interest that would constitute a conflict of interest with the Diversion Authority during the term of the Project. This does not preclude or prohibit other Aon employees or representatives from working with other parties who may participate on the Project and have potential or actual adverse interest to the Diversion Authority.

C. This Agreement does not constitute a conflict of interest or default under any of Aon's other agreements.

D. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Aon's ability to perform under this Agreement.

E. Aon is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct.

F. During the term of this Agreement, Aon must not take any action, or omit to perform any act, that may result in a representation and warranty becoming untrue. Aon must immediately notify the Diversion Authority if any representation and warranty becomes untrue.

G. THIS WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

13. OFFICE SPACE. Aon shall be responsible for provision of all office space necessary to complete its work under the terms of this Agreement.

14. WORKING RELATIONSHIP. Aon's Project Lead shall report to the Diversion Authority's, Executive Director(s) and Program Management Consultant, CH2M. Aon shall work in close cooperation and coordinate with Diversion Authority's advisors: John T. Shockley, local counsel; Ashurst, LLP, P3 legal advisor; and Ernst & Young Infrastructure Advisors, financial advisor, under such terms and conditions as may be set from time to time by the Diversion Authority.

15. INDEPENDENT PROFESSIONAL JUDGMENT. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Aon in accordance with the independent professional judgment of each of its employees. Aon shall require its personnel to perform the services rendered in accordance with accepted principals of its industry in the State of North Dakota. Aon personnel are subject to the rules and regulations of any and all licensing and professional organizations or associations to which those personnel may from time to time belong, and the laws and regulations in the State of North Dakota.

16. PROFESSIONAL AND GENERAL LIABILITY INSURANCE, AND WORKER'S COMPENSATION. Aon shall have the responsibility to provide and pay for professional liability insurance covering Aon and its employees under a policy of insurance having minimum coverage limits of One Million Dollars ($1,000,000.00) per claim. The Diversion Authority shall have no specific responsibility to provide any general liability coverage or worker's compensation coverage for the benefit of Aon's employees during the terms of this Agreement.

A. If any required policy is written on a "claims made" form, Aon must maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three (3) years beyond the termination or expiration of this Agreement and the Diversion Authority's acceptance of all services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that services commence under this Agreement.

B. Before Aon begins performing services, Aon must send the Diversion Authority certificates of insurance and any applicable endorsements attesting to the existence of coverage. Aon will not allow its polices to be cancelled, lapse, terminate or be amended to reduce coverage below the minimums called for in this Agreement without thirty (30) days' notice to the Diversion Authority. The certificates of insurance issued to confirm Aon's compliance must reference this Agreement.

C. For insurance to satisfy the requirements of this section, all required insurance must be issued by a carrier with an A.M. Best rating of A-/VII or better that is authorized to transact business in the State of North Dakota.

D. If required insurance lapses during the term of this Agreement, the Diversion Authority is not required to process invoices after such lapse until Aon provides evidence of reinstatement that is effective as of the lapse date.

17. INDEMNITY AND INDEMNIFICATION.

A. Aon must hold harmless and indemnify the Diversion Authority from all third party claims, losses, and expenses, including attorney's fees and costs, resulting from: (1) a matter or event related to Aon's acts or omissions related to the performance of this Agreement; or (2) Aon's breach under this Agreement, except to the extent a claim or loss is due to the active negligence or willful misconduct of an indemnified party.

B. The Diversion Authority agrees to defend, indemnify and hold Aon , its directors, officers and employees, harmless from and against any and all third party claims, suits, and demands, and the liabilities, costs and expenses resulting therefrom ("Claims"), that Aon may incur relating to the Services under this Agreement, except to the extent such Claims are fully and finally determined by a court of

competent jurisdiction to have resulted from willful misconduct or fraudulent acts or omissions of Aon in connection with such services.

C. In no event shall Aon be liable to the Diversion Authority, whether in tort (including negligence), contract or otherwise for any amount, in the aggregate, in excess of one million dollars ($1,000,000) under this Agreement, except to the extent fully and finally determined by a court of competent jurisdiction to have resulted from the willful misconduct or fraudulent behavior of Aon, and neither Aon nor the Diversion Authority shall be liable to the other for any consequential, indirect, lost profit, lost opportunity or similar damages relating to Aon's services provided under this Agreement.

18. ADDITIONAL PAYMENT. Nothing contained in this Agreement shall obligate the Diversion Authority to make any payment for services rendered in any period after the termination of Aon's retention by the Diversion Authority.

19. BREACH AND REMEDIES.

A. A breach exists under this Agreement if Aon:
   (1) Makes a material misrepresentation in writing; or
   (2) Fails or is unable to meet or perform any material promise in this Agreement, and
      (a) Is incapable of curing the failure, or
      (b) Does not cure the failure within ten (10) days following notice (or within a longer period if specified in the notice).

B. Aon must give the Diversion Authority notice immediately if Aon breaches, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a breach under this Agreement.

C. If a breach exists under this Agreement, the Diversion Authority may do any of the following:
   (1) Require Aon to enter into non-binding mediation;
   (2) Terminate this Agreement, in whole or in part; and
   (3) Seek any other available remedy at law or in equity.

D. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

20. TERMINATION.

A. The Diversion Authority may terminate this Agreement, in whole or in part, for cause if Aon is in breach and Aon has not cured such breach within 10 days, or such longer period as allowed by the Diversion Authority.

B. The Diversion Authority may terminate this Agreement, in whole or in part, or modify or limit Aon's services, and proportionately, Aon's compensation, if:
   (1) The Diversion Authority determines that having Aon provide services has become infeasible due to changes in applicable laws or regulations, or
   (2) Expected or actual funding to compensate Aon is withdrawn, reduced, or limited.

C. Either party may terminate this Agreement, in whole or in part, for any or no reason upon ten (10) days' written notice.

D. In the event a federal or state tax or employment agency concludes that an independent contractor relationship does not exist, either Aon or the Diversion Authority may terminate this Agreement immediately upon written notice.

E. Aon may withdraw from representing the Diversion Authority:
   (1) With the Diversion Authority's consent;
   (2) Without the Diversion Authority's consent if the Diversion Authority fails to pay Aon any undisputed amount; or
   (3) Without the Diversion Authority's consent if continuing Aon's representation would be unlawful or unethical.

F. Upon receipt of any termination notice from the Diversion Authority, Aon must promptly discontinue all affected services unless the parties mutually agree otherwise.

G. Upon the end date of the Agreement, which is the date when this Agreement as a whole expires or is terminated pursuant to its terms:
   (1) The Diversion Authority will be released from compensating Aon for services other than those Aon satisfactorily performed prior to the end date.
   (2) Aon must submit Aon's final invoice for payment within sixty (60) days of the end date. The Diversion Authority will not pay any Aon invoice received after this period.
   (3) Aon will be released from performing services, except for services in any non-terminated portion of the Agreement.

H. All rights and duties with respect to services performed prior to the expiration or termination of this Agreement, and continuing obligations specified in this Agreement to be performed following expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

I. In the event of termination, expiration, or removal/withdrawal, Aon must withdraw as parties mutually agree to the Diversion Authority (and any person represented on the Diversion Authority's behalf) as soon as it is reasonably possible to do so without (1) prejudice to the Diversion Authority's interests (or the interest of any person represented on the Diversion Authority's behalf) or (2) violation of Aon's statutory or ethical duties. Aon must notify the Diversion Authority of any further

services, prior to withdrawal or substitution, which Aon believes are necessary to avoid prejudice to the Diversion Authority's interests (or the interest of any person represented on the Diversion Authority's behalf), and obtain the Diversion Authority's consent prior to performing such services.

21. NOTICE. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (i) delivered personally, or (ii) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

If to Aon:	Attn: Michael DeLio Aon Risk Services Central, Inc. 200 East Randolph St. Chicago, IL 60601
If to Diversion Authority:	Attn: Chair Metro Flood Diversion Authority 211 9th St. S P.O. Box 2806 Fargo, ND 58108-2806

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

22. PROHIBITION AGAINST ASSIGNMENT. Except as otherwise expressly provided in this Agreement, Aon agrees on behalf of itself, its officers and partners and the personal representatives of the same, and any other person or persons claiming any benefits under Aon by virtue of this Agreement, that this Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way by Aon or by any other person claiming under it by virtue of this Agreement, and shall not be subject to execution, attachment or similar process. Any attempt at assignment, transfer, or of pledge or hypothecation or other disposition of this Agreement or of such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process shall be null and void and without affect.

23. AUDIT RIGHTS.

A. Aon must allow the Diversion Authority and its designees to review and audit Aon's financial documents and records relating to this Agreement. Upon finalization of the audit, the Diversion Authority will submit to Aon a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to Aon at the completion of an audit.

B. Within sixty (60) days after the date of the Notice of Audit Results, Aon will respond, in writing, to the Diversion Authority indicating (a) whether it concurs with the audit report, (b) clearly explaining the nature and basis for any disagreement as to a disallowed item of expense, and (c) providing a written explanation as to any questioned or no opinion expressed item of expense ("Response"). The Response will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, Aon may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the Diversion Authority. The Response will refer to and apply the language of this Agreement. Aon agrees that failure to submit a Response within the sixty (60) day period constitutes agreement with any disallowance of an item or expense and authorizes the Diversion Authority to finally disallow any items of questioned or no opinion expressed cost.

C. The Diversion Authority will make its decision with regard to any Notice of Audit Results and Response within one hundred twenty (120) days after the date of the Notice of Audit Results. If the Diversion Authority determines that an overpayment has been made to Aon, Aon will repay the amount to the Diversion Authority or reach an agreement with the Diversion Authority on a repayment schedule within thirty (30) days after the date of an invoice from the Diversion Authority. If Aon fails to repay the overpayment or reach an agreement with the Diversion Authority on a repayment schedule within the thirty (30) day period, Aon agrees that the Diversion Authority will deduct all or a portion of the overpayment from any funds then or thereafter payable by the Diversion Authority to Aon for this project. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be the interest rate on judgments in North Dakota as calculated by the state court administrator pursuant to N.D.C.C. § 28-20-34. The rate of interest will be reviewed annually by the Diversion Authority and adjusted as necessary. Aon expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit to contest the Diversion Authority's decision only as to any item of expense the disallowance of which was disputed by Aon in a timely-filed Response.

24. OWNERSHIP. As between the parties, the Diversion Authority is the exclusive owner of all material Aon collects from the Diversion Authority in connection with the services under this Agreement, including copyrights. Within thirty (30) days of the end date of the Agreement, or upon the Diversion Authority's notice at any time, Aon must give all materials collected to the Diversion Authority (or to another party at the Diversion Authority's direction). Unless the Diversion Authority specifies otherwise, all files must be saved in Microsoft Word and Excel formats, as applicable. Aon must maintain Aon's records relating to services under this Agreement and Aon's invoices, and all other

materials, in an accessible location and condition for a period of not less than four (4) years after the later of:

A. The date when Aon receives final payment under this Agreement; or

B. The date when the Diversion Authority resolves with Aon the findings of any final audit.

Aon may retain copies of any original documents Aon provides to the Diversion Authority and a copy of any material collected from the Diversion Authority in Aon's confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

Services and Deliverables are for the exclusive use of the Diversion Authority and are not to be relied upon by third parties.

25. CONFIDENTIAL INFORMATION AND PUBLICITY.

A. Aon agrees to hold in confidence the following confidential information:
   (1) All information that the Diversion Authority discloses to Aon; and
   (2) All information to which Aon gains access while providing services under this Agreement.

B. Confidential information does not include any information that Aon can demonstrate has been made available to the public (other than through a breach of this Agreement). As between Aon and the Diversion Authority, the Diversion Authority owns the confidential information, and the Diversion Authority authorizes Aon to use it only for purposes of performing this Agreement. Aon may also disclose the Diversion Authority's confidential information to the extent necessary to comply with law, provided Aon gives the Diversion Authority prior written notice. Upon the end date of this Agreement, Aon must destroy or return all confidential information to the Diversion Authority, at the Diversion Authority's discretion, and certify to the Diversion Authority, in writing, that it has done so; provided, however, such destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such confidential information from any computer, hard drive, word processor, server, backup tape, or other electronic device containing such confidential information. Notwithstanding the foregoing, Aon may retain one archival copy of the confidential information in its confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

C. Aon must not make any public announcement, press release, or other writing relating to the services under this Agreement without the Diversion Authority's prior written approval.

D. Aon understands a breach under this section may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive relief and other equitable relief are remedies available to the Diversion Authority.

26. MODIFICATION. This Agreement contains the entire understanding of the parties. It may not be changed orally, but only upon an agreement in writing approved by the Diversion Authority and signed by the Chair of the Diversion Authority. It may be modified as to terms and conditions from time to time upon the mutual consent of the parties; however, such modification shall be reduced to writing, signed by the parties and the document appended to and made a part of this Agreement. In the event the Diversion Authority either appoints or engages Aon as its Broker of Record or in another similar relationship, the parties shall enter into a separate service agreement.

27. WAIVER. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

28. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Diversion Authority, its successors and assigns, and any such successor shall be deemed substituted for the Diversion Authority under the terms of this Agreement. This Agreement shall likewise be binding upon Aon, its successors and assigns. As used in this Agreement, the term "successor" shall include any person, firm, corporation or other business entity which at any time whether by merger, purchase or otherwise acquires all or substantially all of the assets or business of the corporation.

29. NEGOTIATED AGREEMENT. This Agreement has been arrived at through negotiation between the parties.

30. SEVERABILITY. If any court of competent jurisdiction declares any provision or part of this Agreement to be invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable.

31. CONTROLLING LAW AND VENUE. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota. Each party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to this proposal or any services provided to the Diversion Authority by Aon or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

This Agreement is executed the day and year above noted.

DIVERSION AUTHORITY:

Metro Flood Diversion Authority

By: _____
Chair

AON:

Aon Risk Services Central, Inc.

By: _____
Name:
Title:

EXHIBIT A

This is Task Order No. 1, Amendment 0, consisting of 4 pages.

AON Risk Services Central, Inc.

Task Order No. 1, Amendment 0

Pre-Award Public-Private-Partnership (P3) Risk Advisory Services

In accordance with Paragraph 1.01 of the Agreement Between **Fargo-Moorhead Flood Diversion Authority** ("Diversion Authority") and **AON Risk Services Central, Inc (AON)** for Professional Services, dated _____, 2016 ("Agreement"), Diversion Authority and AON agree as follows:

The parties agree that nothing herein shall preclude AON from invoicing for work authorized under a prior Authority Work Directive and performed prior to effective date of this Task Order, even to the extent such prior work was revised by this Task Order.

1. Specific Project Data
    A. Title: Pre-Award Public-Private-Partnership (P3) Risk Advisory Services
    B. Description: Analyze insurance and risk issues and support the drafting and negotiating of agreements being developed by the Diversion Authority's advisors: General Counsel (Ohnstad Twichell), Owner's Agent (CH2M), Financial Advisor (EYIA), and Legal Advisor (Ashurst).
    C. Background: The Diversion Authority and the USACE have entered into a Project Partnership Agreement (PPA) for construction of the Project under a Split Delivery, and With the Diversion Authority's portion to be delivered as a Public Private Partnership (P3). The Diversion Authority has begun the procurement process for a P3 Developer with the issuance of Requests for Qualifications and the preparation of a Request for Proposals.
2. Services of AON
    A. Meetings and Coordination
        i. Provide staff to attend meetings and workshops, including:
            1. A two (2) day Industry Day meeting in Fargo.
            2. A kickoff meeting in Chicago.
            3. Coordination conference calls and meetings as requested by the Dicersion Authority or its advisors.
    B. Assistance with Preparation of Draft P3 Procurement Documents
        i. Undertake a risk analysis of the potential insurance issues and requirements of the Project. This risk review will include in particular:
            1. Property risks including physical damage, business interruption, and delay in start-up;
            2. Liability risks including casualty, workers compensation, environmental risks, and marine,
            3. Completed operations/product defect and professional indemnity risks;
            4. Performance risk exposures;
            5. Flood and other weather related force majeure risks;
            6. Terrorism exposures and coverages available to transfer that risk; and

7. Other relevant insurable and uninsurable risks unique to the project.

ii. Advise on contractual risk allocation, risk mitigation, and the transfer of such risks, particularly with regard to indemnity and insurance clauses;

iii. Prepare an analysis of the types of performance security and insurance best-suited for the Project including sample bond forms, terms, limits, deductibles, etc. for design of insurance specifications for the Project, information memorandum, and other related documents for internal discussions;

iv. Advise as to compliance with any applicable state & local insurance laws and,

v. Assist the Diversion Authority in identification of owner controlled insurance coverages that could be purchased by the Diversion Authority. These coverages may include Owner's Interest Project Specific General Liability, Owners Protective Professional Indemnity, Flood Insurance and any other Project Specific coverages as the District requires.

C. Supplemental Farm Revenue Replacement Program for Summer Operation Study.

i. Conduct a study of the proposed Supplemental Farm Revenue Replacement Program for Summer Operation, considering the following items:

1. Self-Insurance vs Purchased Policy - assist with quantifying the risks and assessing the advantages and disadvantages of a self-funded Program as well as purchasing a policy.

2. Purchased Policy Options. Determine options available for purchased policies.

3. Claims Administration. Determine options to administer claims, both with Project operation and without Project operation.

D. Deliverables include:

i. Risk Analysis

ii. Recomendations of performance securities and insurance

iii. Supplemental Farm Revenue Replacement Program for Summer Operation Study

iv. Others as requested by the Dicersion Authority or its advisors.

E. Services Not Included:

i. This scope of work does not include services post selection of a P3 Developer.

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3. Diversion Authority Responsibilities

Diversion Authority shall have those responsibilities set forth in the Agreement.

4. Times for Rendering Services

Phase	Start Time	Completion Time
A and B	May 26, 2016	August 31, 2017
C	September 8, 2016	October 31, 2016

5. Payments to AON

   A. Diversion Authority shall pay Engineer for services rendered as follows:

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

   B. AON will notify Diversion Authority when 80 percent of the budget is expended.

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

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

Subtask	Budget ($)
2.A. Meetings and Coordination	50,000
2.B. Assistance with Preparation of Draft P3 Procurement Documents	70,000
2.C. Supplemental Farm Revenue Replacement Program for Summer Operation Study	30,000
TOTAL	**150,000**

   A. The terms of payment are set forth in the Agreement

6. Sub-Consultants: None

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated By Reference: Agreement

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

The Effective Date of this Task Order is _____.

AON:	OWNER:
AON Risk Services Central, Inc	**Fargo-Moorhead Metro Diversion Authority**
Signature Date	Signature Date
Name	Darrell Vanyo Name
Title	Chairman, Flood Diversion Board of Authority Title
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name	Keith Berndt Name
Title	Cass County Administrator Title
Address	211 9th Street South PO Box 2806 Fargo, ND 58108-2806 Address
E-Mail Address	berndtk@casscountynd.gov E-Mail Address
Phone	(701) 241-5720 Phone
Fax	(701) 297-6020 Fax