Task Order 5
Metro Flood Diversion Authority
Fargo-Moorhead Area Diversion Project

In accordance with Article 1 of the *MASTER AGREEMENT FOR PROFESSIONAL SERVICES* ("AGREEMENT"), between the Metro Flood Diversion Authority (MFDA) ("OWNER") and CH2M HILL ENGINEERS, INC. ("CONSULTANT"), a wholly owned subsidiary of Jacobs Engineering Inc., dated January 13, 2017, OWNER and CONSULTANT agree to the scope of services, work schedule, and compensation as follows.

Task Order Title: Program Management Services

Term: This Task Order shall commence on June 29, 2019 and terminate on December 31, 2021, unless terminated sooner in accordance with the AGREEMENT and/or as set forth in this Task Order.

Purpose and Goal:

CH2M, now Jacobs, has served as the Program Management Consultant (PMC) to the OWNER since November of 2011, with primary responsibilities to plan and implement the Fargo-Moorhead Area Diversion Project (the PROJECT). As such, the OWNER and CONSULTANT have agreed to enter into a Task Order focused on managing and reporting on the various aspects of the PROJECT. The PMC reports directly to the Executive Director and in the event of a vacancy in the position of the Executive Director, the PMC reports directly to the Co-Deputy Executive Directors. The PMC shall consultant with and coordinate all activities with the Owners Technical Advisory Group and Owners Technical Consultant.

Description:

The AGREEMENT establishes the terms and conditions for the CONSULTANT to assist the OWNER with the management and implementation of the PROJECT. For purposes of this Task Order, the term "program" comprises all aspects of the delivery of the PROJECT. OWNER responsibilities as PROJECT Non-Federal Sponsors are described in several agreements with the US Army Corps of Engineers (USACE), including the *Project Partnership Agreement* signed July 11, 2016 as amended on March 19, 2019.

This Task Order describes the functions and activities of the CONSULTANT's team to assist the OWNER with program management, technical, legislative, implementation, and public outreach aspects of the PROJECT.

CONSULTANT has committed and will provide staff from CONSULTANT and sub-consultant, AE2S (Advanced Engineering and Environmental Sciences, Inc.), to support the anticipated activities and deliver the work described in the Scope of Services of this Task Order 5. CONSULTANT may contract with additional sub-consultants as necessary to meet the needs of the PROJECT, provided that any contract with additional sub-consultants shall be approved by the OWNER. CONSULTANT has agreed to provide services in an efficient and effective manner by managing the activities of its personnel and sub-consultants.

Scope of Services:

The general scope of services are summarized in Table 1 and described in detail by task following the table.

Table 1 – Summary of Scope of Work Tasks

Task	Title	Purpose
5.A	Program Level Services	Provide program strategy assistance and serve as advisor; provide coordination and governance throughout the implementation of the PROJECT. Manage agreements with sub-consultants and OWNER (third-party) contracts with consultants; monitor compliance of contract terms and conditions. Provide contract administration support.
5.B	Financial Support	Advise and provide input on the program financial plan, cost estimates, funding sources, and financial-related schedules. Develop and maintain Diversion Authority program and annual budgets.
5.C	Program Controls and Reporting	Develop, maintain and utilize a cost-loaded schedule, document controls systems, and cost management tools for tracking and reporting on program schedule and expenditures including program management services; maintain a program risk/opportunity register; manage and communicate change; report on the status of the program schedule and budget.
5.D	Technical and PROJECT Support	Manage and coordinate technical activities of third-party consultants directly contracted to OWNER; coordinate with USACE's technical and management teams; review deliverables prepared by others; develop bidding documents and provide bidding administration services; perform Construction Contract Management and Administration (CCMA) services for non-P3 work.
5.E	Permitting and Permit Compliance Support	Manage activities of OWNER's Technical Consultant's permitting and compliance monitoring through an audit process of OWNER's Technical Consultant's Permit and Compliance Tracking Plan.
5.F	Federal Legislative Support	Manage OWNER's legislative engagement efforts in Washington, D.C.; provide federal legislative outreach and engagement services.
5.G	State Legislative Support	Manage OWNER's legislative engagement efforts in Bismarck, ND and St. Paul, MN; provide state legislative outreach and engagement services.
5.H	Public Involvement and Outreach Support	Manage OWNER's public outreach, involvement, and education program (excluding outreach related services included in Task Order 4). Provide local outreach services.
5.I	P3 Due Diligence	Provide services related to the preparation of re-engaging the P3 proposers, provide feedback on P3 impacts, continue working on MOUs and update the P3 cost estimate.

Task 5.A-Program Level Services

The scope of services for Task 5.A generally includes the following:

1. Program Assistance, Strategy Support, Advisory Services, Coordination, and Governance – Provide direction and overall management to support implementation of the PROJECT through the following activities:

a. Provide guidance, strategy assistance, coordination, communications, and organizational assistance through prepared materials, meetings, and conference calls with OWNER.

b. Prepare for and attend meetings with the OWNER representative(s) during the first week of every month to discuss, coordinate, and build a consensus around the intended services to be performed during that month.

c. Prepare for and attend OWNER's Board and Finance Committee meetings and report on program activities other than property rights. Present monthly Program Management report and recommended contracting actions at Diversion Board meeting. Present to OWNER, at Admin Advisory meeting, proposed Board and Finance Committee agenda topics for approval prior to issuing agendas.

d. Prepare for and participate in Admin Advisory meetings to assist OWNER's staff in planning, organizing, and directing activities required to implement the Program.

e. Prepare for and participate in OWNER's Executive Leadership calls to assist executives in planning, organizing, and directing activities required to implement the Program.

f. Consult and provide input to OWNER leadership and staff to support legal counsel activities for the PROJECT. Participate in conference calls and meetings as requested by OWNER.

g. Provide office and administrative support and assist program staff in the performance of activities on the PROJECT.

h. Secure and maintain a PROJECT office and support facilities to conduct the activities of the program team and to support the confidentiality requirements of the P3 Developer procurement. OWNER and CONSULTANT agree and acknowledge that upon a 90-day written notice given by OWNER to CONSULTANT, that OWNER may secure and select a PROJECT office to be maintained by OWNER, or as otherwise mutually agreed to between OWNER and CONSULTANT in writing. Upon exercise of OWNER of its option to create a PROJECT office, CONSULTANT will transfer any and all project materials to the OWNER's PROJECT office. This shall not void or relieve the OWNER of the requirements in the Master Agreement for Professional Services between the OWNER and CONSULTANT, Section 19 – Office Space. CONSULTANT shall not negotiate or agree to any extension of a lease for providing an office or support facility to conduct the activities of the program team without the express written consent of the OWNER.

2. Contract Administration

   a. Develop and manage agreements and task orders, including amendments, work directives, and other changes with CONSULTANT's sub-consultants and OWNER (third-party) contracts with others for OWNER's review.

   b. Monitor compliance of contract terms and conditions and support program delivery with respect to scope, schedule, and budget performance. Maintain compliance records for contract terms and conditions on third-party contracts including insurance certifications and related items.

   c. Review and process third-party contract invoices for payment by OWNER.

3. Deliverables and Schedule

   a. Decision papers, presentation materials, meeting agendas, conference calls, and policy papers as requested.

b. Draft DA Board and Finance Committee agendas in Administrative Advisory meeting packet, prior to all Administrative Advisory meetings.

c. Material for DA Board packet on the Friday prior to all Board meetings.

d. Program status report at DA Board meeting, once per month.

e. Materials for Finance Committee packet one week prior to Committee meeting.

f. Agenda and materials for the Administrative Advisory meeting two days prior to the meeting.

g. Agenda and materials for the DA Executive Leadership meetings prior to the weekly meeting.

h. Materials for USACE coordination as requested.

i. Monthly reports tracking the expenditures related to the operations of the program office.

j. Third-party agreements and task orders, amendments, work directives, and other changes for OWNER review, as requested.

k. Final third-party agreements and task orders for OWNER approval as required.

l. Monthly, or more frequently if required, third-party invoices for payment

Task 5.B-Financial Support

The scope of services for this Task 5.B generally includes the following:

1. Provide input and coordinate ongoing monitoring of the established PROJECT Financial Plan developed by Ernst & Young Infrastructure Advisors (EYIA), OWNER's Financial Advisor, as needed. Provide input to the financial plan for existing and potential new revenue sources and alternative sources of local and state financing. Provide input and coordinate updates to the PROJECT Financial Plan, as needed.
2. Develop and recommend the OWNERs annual Cash Budgets based on projected expenditures consistent with the OWNER's approved Program Budget. Update the Program Budget, as needed.
3. Deliverables and Schedule

    a. Adjustments to annual budgets as requested by OWNER.

    b. Financial Plan comments as needed.

    c. Data related to existing and potential funding sources and programs available to local and state entities as requested.

    d. Position papers, talking points, summaries, and other documents related to the funding and financing aspects of the PROJECT as requested by OWNER.

    e. Presentation of recommended annual Cash Budgets to OWNER's technical and administrative staff every September or as requested by the OWNER.

    f. Presentation of recommended annual Cash Budgets to Finance Committee every October or as requested by the OWNER.

    g. Presentation of recommended annual Cash Budgets to DA Board every November or as requested by the OWNER.

Task 5.C-Program Controls and Reporting

The scope of services for Task 5.C generally includes the following:

1. Develop and maintain a cost-loaded, Primavera P6 schedule of activities comprising work tasks to be accomplished by the USACE, land acquisition, P3 development, in-town projects and other items which are required to complete the PROJECT. The Primavera P6 schedule will be developed to the level of detail necessary (1) to track the progression of the PROJECT and (2) to be able to identify impacts to the overall PROJECT cost and schedule including the critical path. The Primavera P6 schedule will be updated regularly in order to provide current PROJECT status of budget and schedule, typical of major program controls. The CONSULTANT will not independently develop P6 data but shall use data provided by the OWNER's Technical Consultant, the USACE, and others as appropriate.
2. Develop, maintain, and facilitate use of document control systems, processes, and tools, including an OWNER provided Electronic Data Management System (EDMS) for management and storage of Program documents. Coordinate with ACONEX, the OWNER's selected provider for the EDMS platform. The EDMS will allow storage, preservation, management, and retrieval records by OWNER, CONSULTANT, and third-parties, such as HMG and USACE.
3. Implement a cost management tool for managing program budget, fiscal year budget, contract budget, and invoiced costs. Develop and prepare reports for OWNER on program expenditures, budget status, and projected cash flows.
4. Maintain a Program Risk/Opportunity Register for the PROJECT by compiling existing risk registers and updating a compiled register with the OWNER's Technical Consultant, the USACE, and others as appropriate on a quarterly basis or as directed by the OWNER. Updating shall be achieved through a quarterly meeting, facilitated by the CONSULTANT, with the OWNER, the OWNER's Technical Consultant, the USACE, and the CONSULTANT.
5. Monitor program scope and execution of scope to track potential scope, schedule, and cost changes. Manage change with OWNER input and report results.
6. Deliverables and Schedule
    a. Monthly report to the Administrative Advisory Group, the Finance Committee, the Diversion Authority Board, and the OWNER representative(s) on program expenditures, P6 Schedule status, budget status, and projected cash flows.
    b. Quarterly updated Program Risk/Opportunity Register for the Administrative Advisory Group, the Finance Committee, the Diversion Authority Board, and the OWNER representative(s).
    c. Quarterly updated Change Management Report for the Technical Advisory Group (TAG), the Administrative Advisory Group, the Finance Committee, the Diversion Authority Board, and the OWNER representative(s).
7. Step-in-rights: OWNER and CONSULTANT agree and acknowledge that upon a 90-day written notice given by OWNER to CONSULTANT, that OWNER may assume some and/or all of the tasks set forth in Task 5.C of this Task Order. Upon exercise of OWNER of its step-in-rights set forth in this section, CONSULTANT shall transfer any and all materials related to Task 5.C of this TASK ORDER to OWNER. In the event that Owner exercises its step-in-rights pursuant to this section, CONSULTANT acknowledges that its budget may be reduced or eliminated for Task 5.C of this Task Order for work not yet initiated under this Task 5.C. OWNER and CONSULTANT agree that in the event that OWNER exercises its step-in-rights under this section, CONSULTANT is entitled to be compensated for work already completed for Task 5.C of this Task Order but not invoiced to OWNER.

Task 5.D-Technical and PROJECT Support Services

The scope of services for Task 5.D generally includes the following:

1. Monitor and coordinate technical activities of the OWNER's Technical Consultant, Houston-Moore Group (HMG), and other third-party technical consultants directly contracted to the Diversion Authority. CONSULTANT is responsible for reviewing and providing comment as to the necessity of and level of effort for work assigned by others to the OWNER's Technical Consultant and shall provide the comments to the OWNER.
2. Coordinate OWNER-led technical activities with USACE. Coordinate with USACE and OWNER's Technical Consultant to assure that studies, designs and other tasks requested to be completed by USACE are necessary and being delivered efficiently and timely in accordance with the Project's budget and timeline. Communicate with USACE regarding project timelines, review USACE proposals and provide input to OWNER and the Technical Advisory Group regarding the impact of such proposals on the Project's budget and timeline.
3. Coordinate and facilitate Technical Advisory Group (TAG). Attend Technical Working Group (TWG) and Local Sponsor/Local Consultant Technical Team (LSLCTT) meetings at the request of OWNER.
4. Review, coordinate, and provide comments on OWNER'S Technical Consultant, USACE and other third-party consultant's studies, reports, and designs for general consistency with OWNER's Program objectives.
5. Develop bidding documents for construction contracts from technical plans and specifications prepared by OWNER's Technical Consultant.
6. Provide bidding administration services including advertising for bids, preparing addenda, receiving bids, and recommending award of construction contracts.
7. Perform Construction Contract Management and Administration (CCMA) for non-P3 Work as follows:
    a. Bidding, CCMA, and related services for the PROJECT elements that have been designed by OWNER's Technical Consultant and that are named in this Task Order. CONSULTANT understands that bidding, CCMA, and Construction Management Services for Work Package WP-43B.1, WP-43B.2, and the County Highway 18/81 Road Raise will be performed by HMG or the US Army Corps of Engineers.
    b. The construction contracts and professional services contracts that are expected to be active during the duration of this Task Order 5 are included in Attachment C.
8. Bidding and Construction Contract Management and Administration and related services include the following:
    a. Bidding Services – Provide assistance during the bidding process for contracts identified for bid during the Task Order period of performance. Tasks include:
        i. Arrange and facilitate a pre-bid conference and site visit.
        ii. Assist as required with the development of addenda.
        iii. Attend bid opening and prepare recommendation of award.
        iv. Assist OWNER with execution of Contract Award Documents.
    b. Construction Contract Management and Administration - Comply with the general guidelines of the Memorandum for Record No. 018 (MFR 018) "Fargo-Moorhead Metro (FMM) Flood Risk Management (FRM) Project – Sponsor Constructed

Features Roles and Responsibilities" between the Diversion Authority, USACE, and the Program Management Consultant as applicable and as modified herein.

i. Manage, record, and store Construction Management (CM) documents including, but not limited to, Requests for Information (RFIs), submittals, shop drawings, invoices and payment applications, Quality Assurance documentation, official correspondence, and contract change documentation. Use ACONEX or other document management platforms to perform these tasks, and develop, implement, and manage processing workflows by project team. Maintain the Project Record for OWNER.

c. Quality Assurance

i. Receive and store testing results and reports (hard copy and electronic) as part of the permanent project documentation.

d. Reporting

i. Prepare periodic reports or other information for OWNER to present to the Diversion Authority Board and its committees.

ii. Coordinate with OWNER's legal counsel.

e. The following scope items are not included in this Task.

i. Preparing Technical Specifications or Drawings for the Bidding Documents and Contract Documents.

ii. Performing quality control or quality assurance checks, or technical design reviews of engineering plans and specifications completed by the OWNER's technical consultant, the USACE, or others.

iii. Scoping or managing utility removal, installation, or relocation.

iv. CM administration for future non-P3 work packages/contracts which have not been awarded as of April 26, 2019.

9. Deliverables and Schedule

a. Draft task orders for OWNER Technical Staff review as requested.

b. Final task orders for OWNER approval as required.

c. TAG agenda and materials per meeting.

d. TWG agenda and materials per meeting as requested by OWNER.

e. LSLCTT agenda and materials per meeting as requested by OWNER.

f. Bidding documents for OWNER Technical Staff review as needed.

g. Final bidding documents for OWNER approval three days prior to scheduled advertisement date.

h. Advertisements for bid twenty-one days prior to scheduled bid dates.

i. Addenda as necessary.

j. Bid results report three days after bid receipt.

k. Recommendation of Award for inclusion into Finance Committee and DA Board packets.

l. CCMA Projects - Monthly status reports and final record of QA data for all CCMA projects.

Task 5.E-Permitting and Permit Compliance Support
The scope of services for Task 5.E generally includes the following:

1. Review and provide comments on OWNER's Technical Consultant's Permit and Compliance Tracking Plan and provide a recommendation to OWNER for acceptance of the plan.
2. Develop and implement an audit process for monitoring permit tracking and compliance tracking activities managed by the OWNER's Technical Consultant in accordance with their Permit and Compliance Tracking Plan. CONSULTANT shall deliver monthly audit reports to the OWNER. OWNER's Technical Consultant will assume liability/responsibility for permit tracking and permit compliance tracking.
3. Coordinate with OWNER's Technical Consultant regarding applying for permits and evaluating the impact of permit conditions upon the PROJECT.
4. Review and provide comments on OWNER's Technical Consultant's permit compliance and monitoring reports.
5. Deliverables and Schedule
    a. Comments on OWNER's Technical Consultant's draft and final Permit and Compliance Tracking Plan.
    b. Audit reports of OWNER's Technical Consultant's permit tracking and compliance tracking activities on a monthly basis.
    c. Comments on OWNER's Technical Consultant's permit compliance and monitoring reports.

Task 5.F-Federal Legislative Support Services
The scope of services for Task 5.F generally includes the following:

1. Advise, provide input, and manage the OWNER's legislative engagement efforts to obtain annual Congressional appropriations and USACE work plan funding at the direction of the OWNER.
    a. Meet and confer with federal legislative staff to update and discuss status of the project.
    b. Meet with US House and Senate members to communicate project status and receive input on congressional concerns.
    c. Coordinate and provide feedback on legislative engagement efforts to OWNER leadership and staff.
2. Advise, provide input, coordinate, and participate in OWNER's periodic visits to Washington, D.C., provide coordination and lobbying assistance from CONSULTANT's Washington, D.C. staff, and coordinate national activities with the local public affairs team.
3. Deliverables and Schedule
    a. Washington D.C. trip packets, including speaking points, biographies, and meeting logistics, as needed (assume three (3) trips to Washington D.C. per year).
    b. Federal legislative update conference calls, as required.
    c. Position papers, speaking points, briefing notes as required.
    d. Regular updates at Executive Leadership coordination meetings, Board and Committee meetings, or as needed due to legislative session timelines.
    e. Presentations, communications, and supporting materials as needed.

4. Step-in-rights: OWNER and CONSULTANT agree and acknowledge that upon a 90-day written notice given by OWNER to CONSULTANT, that OWNER may assume some and/or all of the tasks set forth in Task 5.F of this Task Order. Upon exercise of OWNER of its step-in-rights set forth in this section, CONSULTANT shall transfer any and all materials related to Task 5.F of this TASK ORDER to OWNER. In the event that Owner exercises its step-in-rights pursuant to this section, CONSULTANT acknowledges that its budget may be reduced or eliminated for Task 5.F of this Task Order for work not yet initiated under this Task 5.F. OWNER and CONSULTANT agree that in the event that OWNER exercises its step-in-rights under this section, CONSULTANT is entitled to be compensated for work already completed for Task 5.F of this Task Order but not invoiced to OWNER.

Task 5.G-State Legislative Support Services

The scope of services for Task 5.G generally includes the following:

1. Provide local and state legislative outreach and engagement services, including:
    a. Advise, provide input, and assist OWNER with pre-legislative session activities in North Dakota and Minnesota.
    b. Advise, provide input, and assist OWNER during the North Dakota and Minnesota legislative sessions including legislative committee meetings regarding the PROJECT.
        i. Monitor and review introduced legislation in North Dakota as it pertains to the PROJECT.
        ii. Produce a weekly legislative tracking and analysis report for items pertaining to the PROJECT during the North Dakota legislative session.
        iii. Advise, provide input, and assist OWNER with legislative reporting requirements, including to the ND Water Topics Overview Committee.
        iv. Coordinate Minnesota legislative activities with OWNER's Minnesota public affairs consultant.
        v. Coordinate ND legislative activities with OWNER entity's ND Lobbyist.
    c. Advise, provide input, and assist OWNER in routine reporting to the ND State Water Commission and other state agencies as required.
    d. Advise, provide input, and assist OWNER with facilitating conferences and engagement with local, state, and federal elected leaders or their representatives.
    e. Prepare communications or information regarding legislative activities for OWNER to provide to local, state, and federal elected leaders at the OWNER's request.
    f. Coordinate and provide information to civic and business groups about PROJECT legislation at the OWNER's request.
2. Deliverables and Schedule
    a. Position papers, speaking points, briefing notes as required.
    b. North Dakota Legislative Action planning for each legislative session.
    c. Regular legislative updates at Executive Leadership coordination meetings, Board and Committee meetings, or as needed due to legislative session timelines.
    d. Presentations, communications, and supporting materials as needed.
5. Step-in-rights: OWNER and CONSULTANT agree and acknowledge that upon a 90-day written notice given by OWNER to CONSULTANT, that OWNER may assume some and/or all of the tasks set forth in Task 5.G of this Task Order. Upon exercise of OWNER of its

step-in-rights set forth in this section, CONSULTANT shall transfer any and all materials related to Task 5.G of this TASK ORDER to OWNER. In the event that Owner exercises its step-in-rights pursuant to this section, CONSULTANT acknowledges that its budget may be reduced or eliminated for Task 5.G of this Task Order for work not yet initiated under this Task 5.G. OWNER and CONSULTANT agree that in the event that OWNER exercises its step-in-rights under this section, CONSULTANT is entitled to be compensated for work already completed for Task 5.G of this Task Order but not invoiced to OWNER.

Task 5.H-Public Involvement and Outreach Services

The scope of services for Task 5.H generally includes the following:

1. Assist OWNER in managing its Public Outreach program as directed by the OWNER. Activities may include the following:
    a. Monitor and manage outreach services related to the PROJECT in accordance with the OWNER-approved Communications Plan as periodically updated.
    b. Coordinate and communicate with OWNER representatives and OWNER's governmental entities.
    c. Prepare draft agenda and provide in Administrative Advisory meeting packet prior to all Administrative Advisory meetings.
    d. Prepare materials for Outreach Committee meeting packet in advance Committee meeting.
    e. Coordinate with OWNER's staff and Diversion Committees as necessary for outreach activities. Activities shall not be executed without the prior approval of the OWNER.
    f. Review and update OWNER's Communications Plan as needed.
2. Advise, provide input, and assist OWNER with public outreach, involvement, and education, excluding activities included in Task Order 4, only as directed by the OWNER. Such assistance is anticipated to include:
    a. Coordinate public meetings.
    b. Organize materials for and/or present at outreach events with individuals or agencies related to the development of the PROJECT.
    c. Produce and update maps and other documents, including educational materials, for distribution to the public that are not included in Task Order 4 – Property Acquisition Management Services.
    d. Prepare and present PROJECT information to civic and business groups, at conferences and on tours.
    e. Coordinate with USACE and other agencies on outreach efforts.
    f. Develop for OWNER's review and written approval, answers to the public, media, opposition, and others interested in the PROJECT. Deliver responses as directed by the OWNER.
    g. Maintain the PROJECT brand and engage with partners to ensure all PROJECT materials utilize the consistent brand and are easily identifiable as being related to the PROJECT. Review and update Consistency Guide.
    h. Prepare and distribute official correspondence as directed by the OWNER, including press releases, news alerts, and talking points.

i. Produce educational videos, flyover update videos of PROJECT progress, and general outreach videos presenting PROJECT information. Coordinate with OWNER's technical consultant on flyover need and frequency.

j. Maintain a PROJECT YouTube channel that includes educational and meeting videos.

k. Monitor social media activity regarding the PROJECT, including maintaining a consistently updated educational and informative Twitter feed for use on Twitter, fmdiversion.com and fargond.gov.

l. Prepare PROJECT related articles for publication in the North Dakota Water magazine.

3. Coordinate with Business Leaders Flood Taskforce, including coordination with the business group staffs and quarterly meetings and presentations with the task force, as directed by the OWNER.
4. Perform media tracking and analysis, including daily monitoring of media and notification to project stakeholders, and production of a monthly media tracking and analysis report.
5. Maintain and support a public website (www.fmdiversion.com) to provide information about the PROJECT and a library of public meeting documentation and studies.
6. Prepare and distribute monthly newsletter, and:
    a. Maintain and update the distribution list for the newsletter, including offering a subscription service on the website www.fmdiversion.com;
    b. Prepare draft content for OWNER review; and
    c. Finalize and publish articles to the quarterly electronic newsletter upon written approval of the OWNER.
7. Coordinate with and support legal counsel on outreach items involved in litigation as directed by the OWNER.
8. Coordinate with the construction PIOs from the various other entities involved in construction outreach, including the P3 Developer, USACE, Department of Transportation, Railroad, County, City, etc, regarding regular and responsive construction outreach as directed by the OWNER.
9. Deliverables and Schedule
    a. Maps (hard copy) as required
    b. Correspondence, press releases, and talking points as needed
    c. Updated Communications Plan
    d. Updated Consistency Guide
    e. Monthly media tracking and analysis report
    f. Public website and a quarterly "Diversion Dialogue" E-newsletter
    g. Monthly article for North Dakota Water magazine
    h. Daily media tracking e-mail reports
    i. Project Twitter and YouTube pages maintenance
    j. Agenda and materials for Public Outreach Committee packet two days prior to Committee meeting

8. Step-in-rights: OWNER and CONSULTANT agree and acknowledge that upon a 90-day written notice given by OWNER to CONSULTANT, that OWNER may assume some and/or all of the tasks set forth in Task 5.H of this Task Order. Upon exercise of OWNER of its step-in-rights set forth in this section, CONSULTANT shall transfer any and all materials related to Task 5.H of this TASK ORDER to OWNER. In the event that Owner exercises its step-in-rights pursuant to this section, CONSULTANT acknowledges that its budget may be reduced or eliminated for Task 5.H of this Task Order for work not yet initiated under this Task 5.H. OWNER and CONSULTANT agree that in the event that OWNER exercises its step-in-rights under this section, CONSULTANT is entitled to be compensated for work already completed for Task 5.H of this Task Order but not invoiced to OWNER.

Task 5.I-P3 Due Diligence

The scope of services for Task 5.I generally includes the following:

1. In coordination with the OWNER's other advisors, provide general support for the P3 and guidance, strategy assistance, information and feedback on the effects of Program changes on the P3 project.
2. Update the independent probabilistic cost and schedule estimate of P3 construction activities.
3. On the OWNER's behalf, facilitate and manage negotiations with utilities and other third parties, whose assets are affected or require to be moved, due to the P3 construction.
4. Advance terms of memoranda of understanding (MOU), drafting documents and reviewing/commenting on agreements with agencies including but not limited to the following:
    a. AT&T.
    b. Cass County Electric.
    c. Cass Rural Water.
    d. Cenex.
    e. Centurylink.
    f. BNSF Railway.
    g. Dakota Carrier Network.
    h. Magellen.
    i. Midcontinent.
    j. Minnkota Power.
    k. NuStar Energy.
    l. Otter Tail Power Co.
    m. Red River Valley & Western Railroad.
    n. Sprint.
    o. WAPA.
    p. Xcel Energy.
    q. ND DOT
    r. Local agencies

5. Assist the OWNER to identify additional 3rd parties whose assets are affected by, or require to be relocated due to the P3 construction works
6. Attend meetings with the OWNER and the OWNER's other advisors to define and clarify the requirements of the Project Agreement, Technical Requirements and Memoranda of Understanding as it concerns the management and coordination of utilities and third parties as required.
7. Summarize the terms of memoranda of understanding to be incorporated into the executed P3 contract documents.
8. Deliverables and Schedule
    a. Summary of terms of memoranda of understanding as completed.

References:

The following documents are referenced in this Task Order 5.

- Master Agreement for Professional Services between the OWNER and CONSULTANT dated January 13, 2017, and any attachments and executed amendments.
- MFR-18, USACE as applicable.

Attachments:

The following documents are attached to this Task Order 5.

- Attachment A – OWNER'S Responsibilities
- Attachment B – Annual Budget Summary by Task
- Attachment C – Active Construction Contracts and Professional Services Contracts

Obligations of OWNER:

OWNER's responsibilities shall be as shown Sections Thirty-two (32) through Forty (40), inclusive, of the AGREEMENT and Attachment A to this Task Order 5.

SUBCONSULTANTS:

- Advanced Engineering and Environmental Services, Inc. (AE2S)

Conflicts:

- If any part of this Task Order 5 is determined to be in conflict with the terms and conditions of the AGREEMENT, then the terms and conditions of the AGREEMENT shall prevail.

Times for Rendering Services:

Start: June 29, 2019
End: December 31, 2021

Budget and Payments to CONSULTANT:

The budgetary amount established for services under this Task Order 5 is **$19,927,992**. Compensation and payments are as per the AGREEMENT, including the cost reimbursement provisions. The expected distribution of the budgetary amount by task and by year for the term of this Task Order 5 is presented in Attachment B. OWNER and CONSULTANT agree and acknowledge that Attachment B is an estimate.

As part of the OWNER's Program Budget development, review, and approval, and at least on an annual basis, CONSULTANT shall submit to OWNER a spending curve reflecting costs to date and the anticipated expenditures for the term of this Task Order 5. The spending curve will be adjusted

to reflect the Program Budget approved by the OWNER. The initial spending curve will reflect the anticipated expenditures as shown in Attachment B and is included as part of the first scheduled Program Budget development, review, and approval process after execution of this Task Order 5.

On a monthly basis, CONSULTANT will report on the actual expenditures of this Task Order 5 against the currently approved spending curve.

CONSULTANT will advise OWNER when 80 percent of the budget on this Task Order 5 is expended. If necessary, CONSULTANT will prepare and submit to OWNER an amendment for additional compensation when 90 percent of the budget on this Task Order 5 is expended. CONSULTANT will not perform work beyond 100 percent of the budget without OWNER's written authorization by amendment to this Task Order.

OWNER's Rights

The OWNER may suspend services and/or terminate this Task Order 5 upon thirty (30) days' written notice. Suspension and termination provisions shall be in accordance with the AGREEMENT. In the event that the AGREEMENT is terminated, this Task Order 5 shall also terminate.

Effective Date of this Task Order: June 29, 2019

This Task Order 5 and the services covered by this Task Order 5 will be performed in accordance with the provisions and any attachments or schedules of the AGREEMENT. This Task Order 5 will become a part of the referenced AGREEMENT when executed by both parties.

Metro Flood Diversion Authority

Signature:		Signature:	
Name	Michael Redlinger	Name	Robert Wilson
Title:	Co-Executive Director, FMDA	Title:	Co-Executive Director, FMDA
Date:		Date:	

CH2M HILL ENGINEERS, INC., a wholly-owned subsidiary of Jacobs Engineering Inc.

Signature:	
Name	
Title:	
Date:	

Attachment A

OWNER's Responsibilities

1. Review, process, and pay invoices for OWNER-held agreements and task orders.

2. Lead and facilitate Admin Advisory Staff meetings and monthly Board and Committee meetings.

3. Execute agreements to implement the project as approved.

4. Continue the agreement with ACONEX, subject to approval by the DA Board, to provide an EDMS platform and host an "ACONEX Local Copy" on the OWNER's IT infrastructure.

5. Develop and maintain an organizational chart of key program positions, including positions within the OWNER and their advisors, the CONSULTANT, and the USACE to clarify roles, responsibilities, and attendees at future meetings. The organizational chart shall cover all aspects of work performed by CONSULTANT as described in this task order.

6. Provide studies, reports, including permit compliance and monitoring reports, schedule and budget information, and designs by HMG, USACE, and other third-party consultants for review and comment in regard to consistency and necessity.

7. Provide the OWNER’s Technical Consultant’s auditable Permit and Compliance Tracking Plan.

8. Organize and facilitate LSLCTT and TWG meetings including preparation and distribution of meeting minutes, decisions, and action items to attendees and the PMC.

Attachment B – Annual Budgetary Summary by Task

Description	FY2019	FY2020	FY2021	Budget Amount
Task 5.A – Program Level Services	1,456,698	3,050,693	3,143,186	7,650,577
Task 5.B – Financial Support	158,290	321,283	330,921	810,494
Task 5.C – Program Controls and Reporting	894,617	1,903,934	1,961,052	4,759,603
Task 5.D – Technical and PROJECT Support	414,018	821,476	794,369	2,029,863
Task 5.E –Permitting and Permit Compliance Support	44,002	90,643	93,363	228,008
Task 5.F – Federal Legislative Support Services	386,374	376,025	430,556	1,192,955
Task 5.G –State Legislative Support Services	117,163	138,116	256,909	512,188
Task 5.H – Public Involvement and Outreach Services	369,050	791,780	683,870	1,844,700
Task 5.I – P3 Due Diligence	84,007	0	0	84,007
Expenses	159,329	325,161	331,106	815,596
Task Order 5- Total Budgetary Amount	**4,083,548**	**7,819,112**	**8,025,332**	**19,927,992**

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Total FTEs

Description	FY2019	FY2020	FY2021	Average FTEs
Task 5.A – Program Level Services	6.69	6.84	6.84	6.81
Task 5.B – Financial Support	1.31	1.29	1.29	1.29
Task 5.C – Program Controls and Reporting	4.67	4.85	4.85	4.81
Task 5.D – Technical and PROJECT Support	1.65	1.56	1.40	1.52
Task 5.E –Permitting and Permit Compliance Support	0.23	0.23	0.23	0.23
Task 5.F – Federal Legislative Support Services	0.92	0.44	0.49	0.56
Task 5.G –State Legislative Support Services	0.32	0.21	0.42	0.32
Task 5.H – Public Involvement and Outreach Services	2.67	2.76	2.25	2.54
Task 5.I – P3 Due Diligence	0.19	0	0	0.04
Task Order 5- Yearly FTEs	18.65	18.18	17.77	18.11

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AE2S FTEs

Description	FY2019	FY2020	FY2021	Average FTEs
Task 5.A – Program Level Services	0.49	0.50	0.49	0.49
Task 5.B – Financial Support	0	0	0	0
Task 5.C – Program Controls and Reporting	0	0	0	0
Task 5.D – Technical and PROJECT Support	0	0	0	0
Task 5.E –Permitting and Permit Compliance Support	0	0	0	0
Task 5.F – Federal Legislative Support Services	0	0	0	0
Task 5.G –State Legislative Support Services	0.09	0.10	0.30	0.18
Task 5.H – Public Involvement and Outreach Services	2.67	2.76	2.25	2.54
Task 5.I – P3 Due Diligence	0	0	0	0
Task 5.J – Operational Readiness and Maintenance Services	0	0	0	0
Task Order 5- Yearly FTEs	3.25	3.36	3.04	3.21

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Attachment C-

Active Construction Contracts and Professional Services Contracts

1) Bidding Services
    - WP-43G OHB Ring Levee - Phase WP-43G (Wetland Mitigation)
    - WP-43D5 OHB Ring Levee – Phase WP-43D5 (Hickson Main Ave. Stormsewer, Drainage, and Street Reconstruction)
2) Construction Contract Management and Administration, Contract Management, Closeout and Documentation
    - WP-42A.1/3 – In-Town Levees – 4th Street Pump Station and Floodwall
    - WP-42A.2 – In-Town Levees – 2nd Street Pump Station and Floodwall
    - WP-42E – 2nd Street South and Main Avenue Flood Mitigation
    - WP-42G – General Landscaping and Planting
    - WP-43CD – OHB Ring Levee, Phases C and D
    - WP-43E.2E – Residential Demolition-Schnell Drive and Oxbow Country Club
    - WP-43E.2F – Residential Demolition-Riverbend Road
    - WP-50A Property Structure Mitigation
3) New Construction Starts
    - WP-43G OHB Ring Levee – Phase WP-43G (Wetland Mitigation)
    - WP-43D5 OHB Ring Levee – Phase WP-43D5 (Hickson Main Ave. Stormsewer, Drainage, and Street Reconstruction)