METRO FLOOD DIVERSION AUTHORITY
Thursday, February 23, 2017
3:30 PM
Fargo City Commission Room
Fargo City Hall
200 3rd Street North

1. Call to order

2. Approve minutes from previous meeting Item 2. Action

3. Approve order of agenda Action

4. Management Information
   a. PMC report
   b. Corps of Engineers update

5. Administrative/Legal Information/action
   a. Master Service Agreement extension with HMG Item 5a.
   b. Professional agreement for Executive Director recruitment Item 5b.

6. Public Outreach Information
   a. Committee report
   b. Business Leaders Task Force update

7. Land Management Information
   a. Committee report

8. Finance Information/action
   a. Committee report Item 8a.
   b. Voucher approval Item 8b.
   c. Recommended contracting actions Item 8c.

9. Other Business

10. Next Meeting – March 9, 2017

11. Executive Session (if needed)

    Meet in executive session pursuant to N.D.C.C. §44-04-19 through §44-04-19.2 for the purpose of attorney client consultation and update regarding matters arising out of or related to the on-going litigation matter of the Richland/Wilkin County Joint Powers Authority v. Army Corps of Engineers and the City of Oxbow as intervenors and the Minnesota DNR's decision to deny the Dam Safety and Public Waters Work Permit Application submitted by the Metro Flood Diversion Authority

12. Adjournment

cc: Local Media

METRO FLOOD DIVERSION AUTHORITY
JANUARY 26, 2017—3:30 PM

1. MEETING TO ORDER

A meeting of the Metro Flood Diversion Authority was held Thursday, January 26, 2017, at 3:30 PM in the Fargo City Commission Room with the following members present: Fargo City Mayor Tim Mahoney; Fargo City Commissioner Tony Grindberg; Fargo City Commissioner Dave Piepkorn; Cass County Commission representative Darrell Vanyo via conference call; Cass County Commissioner Chad M. Peterson; Cass County Commissioner Arland Rasmussen; Moorhead City Mayor Del Rae Williams; Moorhead City Council Member Chuck Hendrickson; Moorhead City Council Member Joel Paulsen via conference call; Clay County Commissioner Kevin Campbell; Clay County Commissioner Frank Gross; and Cass County Joint Water Resource District Manager Roger Olson. West Fargo City Commissioner Mike Thorstad was absent.

2. MINUTES APPROVED

MOTION, passed

Mr. Olson moved and Mr. Campbell seconded to approve the minutes from the January 12, 2017, meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

Mr. Piepkorn moved and Mr. Grindberg seconded to approve the order of the agenda with one change to remove the PMC report. Motion carried.

4. ADMINISTRATIVE/LEGAL UPDATE

Admissibility Agreement for MN DNR Working Group

Attorney John Shockley said negotiations are considered confidential and in order for the Minnesota Department of Natural Resources (MN DNR) working group to hold its meetings, an admissibility agreement is needed. The agreement will provide protection of the information disclosed to each other during settlement discussions.

Mr. Olson said Commissioner Tom Landwehr made some comments at the Red River Basin Commission conference last week stating that Minnesota will not issue a permit for the project as it has been presented. He questioned whether efforts to continue discussion with the MN DNR are necessary given the position of Mr. Landwehr.

Ms. Williams said board members have been encouraged by the Corps of Engineers to work with the State of Minnesota. She supports continued discussions to hear broader ideas on how to proceed with the project. Mr. Campbell also believes the issues are important to discuss and being at the table is better than no discussion at all. Mr. Vanyo said there has not been an opportunity to discuss the 56-page Findings of Fact document released by the MN DNR. He believes it is important to continue meeting with Minnesota officials.

Mr. Shockley said a meeting of the working group has been scheduled for next week, and he supports on-going dialogue with the MN DNR.

MOTION, passed

Mr. Hendrickson moved and Mr. Campbell seconded to approve the admissibility agreement with the Minnesota Department of Natural Resources. On roll call vote, the motion carried with ten members voting "Yes"; and Mr. Grindberg and Mr. Olson voting "No".

Executive Director position description

Mr. Shockley discussed the job description for the Executive Director position and said board members did not submit any comments or changes to him after the last meeting. The notice for the position will be posted after approval by the board.

Michael Redlinger, Assistant Fargo City Administrator and Co-Executive Director, said the goal is to take the position to market to provide exposure to all parts of the country.

MOTION, passed

Mr. Olson moved and Ms. Williams seconded to approve the job description for the Executive Director position. On roll call vote, the motion carried unanimously.

Fredrikson & Byron Conflict of Waiver Agreement

Mr. Shockley said Fredrikson & Byron currently serves as counsel for the Diversion Authority for Minnesota government relation services. The company would like to represent one of the four short-listed Public Private Partnership (P3) teams. A conflict of waiver agreement has been drafted to protect the confidences of the Diversion Authority and authorize Fredrikson & Byron to serve in a dual capacity.

MOTION, passed

Ms. Williams moved and Mr. Vanyo seconded to approve the conflict of waiver agreement with Fredrikson & Byron, P.A. Discussion: Mr. Shockley said there is no financial obligation with this agreement. Mr. Peterson asked about protection for the Diversion Authority if confidentiality is compromised. Mr. Shockley said the agreement includes a release of liability and indemnity in which Fredrikson & Byron releases and indemnifies the Diversion Authority for all claims arising from a violation of the provisions as outlined. On roll call vote, the motion carried unanimously.

5. FINANCE UPDATE

Committee report

The Finance Committee met on January 25th. Robert Cowen from CH2M briefly reviewed the overall program summary, FY 2016 year-end budget and FY 2017 cash budget.

Voucher approval

The bills for the month are with Erik R. Johnson & Associates, Ltd. for legal services.

MOTION, passed

Mr. Grindberg moved and Ms. Williams seconded to approve the vouchers received through January 18, 2017, in the amount of $1,453.04. On roll call vote, the motion carried unanimously.

Recommended Contracting Actions

Construction Change Order

Ty Smith from CH2M discussed the following Change Order, which was reviewed and approved by the Technical Team and Finance Committee:

- ICS, Inc. Change Order 9 (4th Street Pump Station)—fuel lever sensors and floodwall coping in the amount of $6,113.80.

  MOTION, passed

  Mr. Grindberg moved and Mr. Hendrickson seconded to approve the appropriation of funds for the outlined Change Order. On roll call vote, the motion carried unanimously.

6. OTHER BUSINESS

Mark Nisbet from the Chamber of Commerce Business Leaders Task Force said the Diversion project is a top priority of the task force and business leaders appreciate the efforts of the Diversion Board. He said the chamber will host a meeting with state legislators in Bismarck on Thursday, February 9th and invited board members to attend.

7. EXECUTIVE SESSION

North Dakota state law allows the board to meet in private session to consult with legal counsel.

MOTION, passed

Mr. Piepkorn moved and Mr. Grindberg seconded that the Metro Flood Diversion Authority meet in executive session pursuant to N.D.C.C. §44-04-19 through §44-04-19.2 for the purpose of attorney client consultation and update regarding matters arising out of or related to the on-going litigation matter of the Richland/Wilkin County Joint Powers Authority v. Army Corps of Engineers and the City of Oxbow as intervenors and to receive legal advice regarding the Minnesota DNR's decision to deny the Dam Safety and Public Waters Work Permit Application submitted by the Metro Flood Diversion Authority. On roll call vote, the motion carried unanimously.

Diversion Authority board members, key administrative and engineering staff, and Attorney John Shockley moved to the River Room at 3:56 PM. Also present via conference call were Mr. Vanyo, Mr. Paulsen, and Attorney Robert Cattanach from Dorsey & Whitney, LLP.

The executive session ended at 4:31 PM, and the meeting was re-opened to the public.

8. NEXT MEETING DATE

The next regularly scheduled meeting is Thursday, February 9th. However, this is subject to change as the Chamber of Commerce invited board members to attend a meeting with North Dakota legislators in Bismarck on February 9th.

9. ADJOURNMENT

MOTION, passed

On motion by Mr. Campbell, seconded by Mr. Peterson, and all voting in favor, the meeting was adjourned at 4:32 PM.

Minutes prepared by Heather Worden, Cass County Administrative Assistant

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN METRO FLOOD DIVERSION AUTHORITY AND HOUSTON-MOORE GROUP, LLC FOR PROFESSIONAL SERVICES

WHEREAS, Houston-Moore Group, LLC and the Metro Flood Diversion Authority entered into an agreement for professional services on March 8, 2012 (the "Agreement"); and

WHEREAS, the Agreement provides for a term of five (5) years from the Effective Date of the Agreement, therefore, the Agreement's expiration date is March 8, 2017; and

WHEREAS, pursuant to Section 3.01(B) of the Agreement, the parties may extend the Agreement by written instrument establishing a new term; and

WHEREAS, the parties desire to extend the term of the Agreement by thirty (30) days to allow for the negotiation of a subsequent agreement for professional services.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Diversion Authority:

Section 1. Extended Term. The term of the Agreement is hereby extended thirty (30) days from the Effective Date of the Agreement. The new term of the Agreement shall terminate on April 7, 2017.

Section 2. Agreement in Full Force and Effect. All other terms, conditions, and obligations set forth in the attached Agreement will remain in full force and effect to the extent those terms, conditions, and obligations are not in conflict with the changes set forth in this Amendment.

Section 3. This Resolution shall take effect immediately upon adoption.

Dated: February 23, 2017

METRO FLOOD DIVERSION AUTHORITY

APPROVED:

_____
Darrell Vanyo, Chair

ATTEST:

_____
Heather Worden, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member _____, and upon roll call vote, the following voted in favor thereof: _____. The following were absent and not voting: none. The following voted against the same: none. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This Amendment No. 1 (the "Amendment") is entered into this _____ day of _____, 2017, by and between the Diversion Board of Authority ("Owner") and the Houston-Moore Group, LLC ("Engineer").

WHEREAS, the parties entered into an Agreement Between Owner and Engineer for Professional Services, having an Effective Date of March 8, 2012 (attached as Exhibit A and hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement provides for a term of 5 years from the Effective Date of the Agreement, therefore, the Agreement's expiration date is March 8, 2017; and

WHEREAS, pursuant to Section 3.01(B) of the Agreement, the parties may extend the Agreement by written instrument establishing a new term; and

WHEREAS, the parties desire to extend the term of the Agreement by thirty (30) days to allow for the negotiation of a subsequent agreement for professional services.

NOW THEREFORE, BE IT AGREED between Owner and Engineer as follows:

1. The term of the Agreement is hereby extended thirty (30) days from the Effective Date of the Agreement. The new term of the Agreement shall terminate on April 7, 2017.

2. All other terms, conditions, and obligations set forth in the attached Agreement will remain in full force and effect to the extent those terms, conditions, and obligations are not in conflict with the changes set forth in this Amendment.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment on the date first written above.

OWNER:	ENGINEER:
By: _____	By: _____
Timothy J. Mahoney, Chair Diversion Authority Board	Jeffry J. Volk, President

Original
w/ signatures

EXHIBIT A

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and
Issued and Published Jointly by

ACEC
American Council of Engineering Companies

AGC of America
The Associated General Contractors of America
Quality People. Quality Projects.

ASCE American Society of Civil Engineers

National Society of Professional Engineers
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AMERICAN COUNCIL OF ENGINEERING COMPANIES

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A Practice Division of the
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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of March 8, 2012 ("Effective Date") between Diversion Board of Authority ("Owner") and Houston-Moore Group, LLC. ("Engineer").

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

D. Engineer may be entitled to appropriate adjustment in Engineer's compensation arising from:

1. Changes in the instructions or approvals given by Owner or Program Management Consultant, untimely decisions by Owner or Program Management Consultant, or enactment or revision of codes, laws or regulations, or official interpretations that cause an unreasonable number of revisions in previously approved documents.

2. Significant changes in the Project including, but not limited to, size, quality, complexity, schedule or budget, or procurement method.

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1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement. In the event of a conflict between terms of the duly executed Task Order and this Agreement, the provisions of the duly executed Task Order shall take precedence with regard to the Specific Project referenced in the Task Order.

B. Engineer will commence performance as set forth in the Task Order upon receipt of executed Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein or in the Attached Exhibit B, unless expressly stated otherwise in each executed Task Order. Owner may provide such services directly or through its designated Program Management Consultant.

B. Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit C.

C. Owner or Owner's Program Management Consultant shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner or by Owner's Program Management Consultant to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

D. Owner shall provide access to properties and facilities reasonably required for the prosecution of the Work.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Specific Project referenced in an executed Task Order, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

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E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. If completion of any portion of the Services or Work for the Project or any Specific Project is delayed for causes beyond the control of or without the fault of Engineer, including Force Majeure, the time of performance of the Engineer's Services or Work will be extended for a period equal to the delay and fee equitably adjusted. Neither party shall be liable to the other for failure to perform as a result of an event of Force Majeure. Force Majeure includes, without limitation, acts of God; acts of the public enemy; acts of war, terrorism, acts of federal, state, local, or foreign governments; fires; floods; epidemics; strikes; riots; freight embargoes; lawsuit or court order and unusually severe weather.

G. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then Owner and Engineer shall, prior to commencement of final design services, develop a schedule for performance of Engineer's remaining services in order to sequence and coordinate properly such services as are applicable to the work under such separate Construction Contracts. This schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner contests an invoice, Owner shall advise Engineer in writing within 20 days from receipt of invoice of the amount in dispute and the factual basis for the Owner's belief that the invoice need not be paid. Owner may withhold only that portion so contested, and must pay the undisputed portion.

D. *Legislative Actions:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

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ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, over unknown or latent conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator.

5.02 *Designing to Construction Cost Limit*

A. Engineer is not required to provide estimates, or design services to meet any Construction Cost Limit unless specifically set forth in an executed Task Order.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner or Program Management Consultant in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information. Engineer shall not be responsible for discovering deficiencies in the technical accuracy of information provided by Owner or Owner's Program Management Consultant. If requested, Engineer shall correct deficiencies in technical accuracy of information or materials supplied by Owner or Owner's Program Management Consultant as an additional service and Engineer's fee shall be equitably adjusted.

C. *Consultants:* Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. Engineer shall have exclusive control over the allocation or apportionment of work to its Consultants. Engineer and Owner agree that some or all of the Basic Services to be provided under any executed Task Order may be performed by affiliated companies of Engineer. Employees of affiliated companies of Engineer providing services under this Agreement shall be subject to the billing rates set forth in Exhibit C.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

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E. *Compliance with Laws and Regulations, and Policies and Procedures:* When performing Work under an executed Task Order, Engineer and Owner shall each exercise due care to comply with applicable Laws and Regulations in effect as of the execution of any Task Order.

1. Prior to the execution and Effective Date of each Task Order, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under such Task Order. Engineer shall comply with such policies and procedures pursuant to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

2. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.

G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.

H. The presence of Engineer's personnel at a construction site whether as on-site representative or otherwise do not make Engineer or Engineer's personnel liable for any duties belonging to either Owner or Contractor except as specifically outlined in a Task Order. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

K. Engineer shall not have any authority or control over Contractor and its employees and their work and shall not be responsible for the acts or omissions of Program Management Consultant, of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of the work required by their contracts for work at the Site; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by Engineer.

L. While at a Site, Engineer's employees and representatives shall exercise reasonable care to comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

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M. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of engineer.

N. The presence of Engineer's personnel at a construction site is for the purpose of providing to Owner a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design counsel as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

O. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

P. Owner and Engineer acknowledge and agree that some of the Design Services for the Project will be separately engaged by Owner through retention of separate design professionals or provided by the US Army Corps of Engineers (USACE). Notwithstanding any provision to the contrary Engineer, shall have no responsibility for the accuracy or sufficiency of documentation prepared by those design professionals. Engineer will notify Owner of errors, discrepancies and inconsistencies it may discover in such documents. If such errors, discrepancies or inconsistencies cause an increase in cost or the time for performance, Engineer shall be entitled to an equitable adjustment. In the event Engineer performs constructability reviews, value-engineering or any other reviews or tasks involving the design for the work contemplated by the Project, it is understood that such reviews will not render Engineer liable in any manner for the duties of Owner's separately-retained design professionals or the USACE.

6.02 *Design Without Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been itemized and expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, shop drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

A. Pre-Existing Engineer Materials
OWNER acknowledges and agrees that in the performance of the services, ENGINEER will utilize its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that ENGINEER developed or licensed from third parties prior to the effective date of this AGREEMENT (the "Pre-Existing Engineer Materials") and that ENGINEER shall retain all right, title and interest, including intellectual property rights in the Pre-existing Engineer Materials. Subject to the terms and conditions of this Agreement, ENGINEER hereby grants to

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OWNER a non-exclusive, non-transferable, royalty-free license, fully assignable to OWNER's member entities, to utilize the Pre-Existing Engineer Materials for the purpose of the OWNER's PROJECT.

B. Derivative Engineer Materials
OWNER acknowledges and agrees that in the performance of the services, ENGINEER will utilize and develop customization, enhancements, improvements, modifications and adaptations of and to the Pre-Existing Engineer Materials (the "Derivative Engineer Materials"). ENGINEER shall retain all right, title and interest, including intellectual property rights in the Derivative Engineer Materials. Subject to the terms and conditions of this Agreement, ENGINEER hereby grants to OWNER a non-exclusive, non-transferable, royalty-free license, fully assignable to OWNER's member entities, to utilize the Derivative Engineer Materials

C. New Engineer Materials
OWNER acknowledges and agrees that in the performance of the services, ENGINEER may utilize and develop new software, hardware and other technology or processes that do not utilize or incorporate, or are not based upon, the Pre-Existing Engineer Materials ("New Engineer Materials"). Between the parties, subject to the license grant-back set forth below, OWNER will retain all right, title and interest, including without limitation intellectual property rights, in and to the New Engineer Materials. OWNER shall have the full ownership of such New Engineer Materials without any limitation or restriction.

D. License Grant Back
Subject to the terms and conditions of the Agreement, OWNER hereby grants to ENGINEER a non-exclusive, transferable, royalty-free license to utilize the concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software and hardware architecture, and other background technologies that are newly developed by ENGINEER under the AGREEMENT and assigned to OWNER under this AGREEMENT, to make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, import, and otherwise disposed of any products, technologies, and services and for any purposes without restriction.

E. License Restrictions
Except as otherwise permitted above, OWNER and its member entities shall not, and shall not allow any third party to: (i) modify or otherwise create derivative works of the Pre-Existing Engineer Materials; (ii) use the Pre-Existing Engineer Materials for any other purpose, other than the OWNER Project; (iii) make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, or import any product that incorporates, embodies and/or is based upon the Pre-Existing Engineering Materials or the Derivative Engineer Materials; (iv) sublicense, distribute or otherwise transfer to a third party any of the Derivative Engineering Materials or Pre-Existing Engineer Materials by itself or as incorporated in the services; or (v) reverse engineer, disassemble, decompile or attempt to derive the source code or underlying ideas or algorithms of the Pre-Existing Engineer Materials or Derivative Engineering Materials. Any additional use of the Pre-Existing Engineer Materials or Derivative Engineering Materials shall require a separate written license agreement.

F. Miscellaneous
Nothing contained in this AGREEMENT shall be construed as conferring to OWNER or any third party any license or right by implication, estoppel or otherwise to any intellectual property rights of ENGINEER, other than the rights expressly granted under this AGREEMENT. OWNER and its member entities may use said work products for the specific purpose for which the work product was intended. Any other use or reuse, without written verification or adaptation by ENGINEER will be at the user's sole risk.

G. A party may rely on data or information that the party receives from the other party by hard copy or electronic media. When transferring documents in electronic media format, the transferring party makes no representations as to long –term compatibility, usability, or readability of such documents

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H. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. All licenses granted in this Agreement or ownership rights assigned or transferred in this Agreement shall be conditioned upon full payment of amounts due under this Agreement or any executed Task Order, and further subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants; (3) Owner shall release, indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

I. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

J. In the event the Engineer or its Consultants are not retained to provide final bidding documents, construction observation, and construction contract administration services for a Project or Specific Project prepared by Engineer or its Consultants per an Executed Task Order, then any successor engineer retained by Owner to provide such services and the Owner shall assume full responsibility for the condition of the plans, specifications or other Documents utilized for construction, and such use of Engineer's Documents will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants.

6.04 *Insurance*

A. At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project.

B. At all times when any Task Order is under performance, Owner shall procure and maintain insurance as set forth herein, or such additional insurance as may be agreed upon by the Parties and set forth in Exhibit G. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services under any Task Order and at renewals thereafter during the life of this Agreement.

E. Owner will provide or require its Contractors to provide a Builders Risk all risk insurance policy for the full replacement value of all Work for the Project or Specific Projects, including the value of all on-site Owner-furnished equipment and or materials associated with Engineer's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to Engineer and the construction contractors and their respective officers, employees, agents, affiliates and subcontractors. Owner will provide Engineer with a copy of such policy. All policies of

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property insurance relating to a Specific Project shall contain provisions to the effect that Engineer's and Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder. Owner will provide for a waiver of subrogation as to all property damage insurance carried by Owner, during construction and thereafter, in favor of Engineer, Engineer's officers, employees, affiliates, and subcontractors. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to Engineer and the construction contractor(s) or Owner, and their respective officers, employees, agents, affiliates, and subcontractors. Owner agrees to provide Engineer with a copy of such policy for any Specific Project upon request of Engineer.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

H. Engineer's insurance (except for Professional Liability), through a policy or endorsement, shall include: (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against Owner; (2) A provision that the policy and endorsements may not be canceled, non-renewed or reduced without 30 days' prior written notice to Owner; and (3) A provision that Engineer's Commercial General Liability and Auto Liability insurance coverage shall be primary, and that Owner's insurance shall be in excess of Engineer's insurance.

6.05 *Suspension and Termination*

A. *Suspension*

1. *By Owner:* Owner may suspend a Task Order upon seven days written notice to Engineer.

2. *By Engineer:* If Engineer's services are substantially delayed through no fault of Engineer, then Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.

3. If Owner suspends services required in any Task Order for more than 90 days, then Engineer's fees shall be equitably adjusted.

B. *Termination:* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.

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b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law:*

A. This Agreement is to be governed by the law of the state of North Dakota.

6.07 *Successors, Assigns, and Beneficiaries:*

A. Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors,

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administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Any assignment in violation of this provision shall be null and void and unenforceable.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing herein shall create or bestow rights or benefits to anyone other than Owner and Engineer, and it is the specific intention of the Owner and Engineer that there be no third party beneficiaries of this Agreement, or any Task Order executed per this Agreement.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.08 *Dispute Resolution:*

A. Owner and Engineer agree to use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

6.09 *Environmental Condition of Site:*

A. With respect to each Task Order, Specific Project, and Site:

1. Owner shall disclose to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

3. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

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5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement or any executed Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the executed Task Order or (c) terminating this Agreement for cause on 30 days notice.

6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, , and employees from reasonable claims, costs, losses, and damages arising out of or relating to this Agreement or any executed Task Order, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Subdivision F, below, entitled "Limitations of Liability."**

B. *Indemnification by Owner:* Owner shall defend, indemmify and hold harmless Engineer from and against any claims by third party arising from or relating to the right of the Project or Specific Project to proceed, claims of condemnation, taking or inverse condemnation . In addition, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Subdivision F, below, entitled Limitations of Liability.

C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence*: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or any Specific Project.

F. *Limitations of Liability:* Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members,

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partners, agents, guarantors, Consultants, and employees, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, a Specific Project or Task Order, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, guarantors or Consultants, shall not exceed the total amount, individually or collectively, of $10,000,000.

6.11 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of Work called for in each particular Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:

1. *Addenda:* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services:* Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.

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3. *Agreement:* This "Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.

4. *Application for Payment:* The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos:* Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Authority Work Directive:* A written directive to the Engineer signed by Owner upon recommendation of the Program Management Consultant, ordering an addition, deletion, or revision in a Task Order Scope of Work. An Authority Work Directive will not change the Task Order Price or Schedule, but is evidence that the parties expect that the change directed or documented by an Authority Work Directive will be incorporated into a subsequent issued Amendment following negotiations by the Parties as to its effect, if any, on the Task Order Price or Schedule.

7. *Basic Services:* Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.

8. *Bid:* The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

9. *Bidding Documents:* The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

10. *Change Order:* A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

11. *Constituent of Concern:* Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Construction Agreement:* The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.

13. *Construction Contract:* The entire and integrated written agreement between Owner and Contractor concerning the Work.

14. *Construction Cost:* The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner Construction Cost is one of the items comprising Total Project Costs.

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15. *Consultants:* Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.

16. *Contract Documents:* Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

17. *Contract Price:* The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

18. *Contract Times:* The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

19. *Contractor:* The entity or individual with which Owner has entered into the Construction Contract.

20. *Correction Period:* The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

21. *Defective:* An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

22. *Documents:* Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

23. *Drawings:* That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

24. *Effective Date of the Construction Agreement:* The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

25. *Effective Date of the Agreement*: The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

26. *Effective Date of the Task Order*: The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

27. *Engineer:* The individual or entity named as such in this Agreement.

28. *Field Order:* A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

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29. *General Conditions*: That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.

30. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

31. *Laws and Regulations; Laws or Regulations:* Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

32. *Owner:* The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any construction contracts concerning the Project.

33. *PCBs:* Polychlorinated biphenyls.

34. *Petroleum:* Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

35. *Program:* The total Fargo-Moorhead Area Diversion.

36. *Program Management Consultant:* Professional firm retained by Owner to assist Owner with the management of the Program.

37. *Project:* A discrete engineering or construction project carried out under the Program. Also referred to as a Specific Project.

38. *Radioactive Materials:* Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

39. *Record Drawings:* The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.

40. *Reimbursable Expenses:* The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.

41. *Resident Project Representative:* The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR agreed to by Owner. The duties and responsibilities of the RPR will be as set forth in each Task Order.

42. *Samples:* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

43. *Shop Drawings:* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.

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44. *Site:* Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.

45. *Specifications:* That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

46. *Specific Project:* An undertaking of Owner as set forth in a Task Order.

47. *Subcontractor*: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at a Site.

48. *Substantial Completion:* The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.

49. *Supplementary Conditions:* That part of the Contract Documents which amends or supplements the General Conditions.

50. *Supplier:* A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

51. *Task Order:* A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, time for performance of services and other relevant information for a Specific Project.

52. *Total Project Costs:* The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner..

53. *Work:* The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by those Contract Documents.

54. *Work Change Directive:* A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits*

Attachment 1, Task Order (Suggested Form)

Exhibit A, Engineer's Services – Not Included

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Exhibit B, Owner's Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative – Not Included

Exhibit E, Notice of Acceptability of Work – Not Included

Exhibit F, Construction Cost Limit – Not Included

Exhibit G, Insurance

Exhibit H, Dispute Resolution – Not Included

Exhibit I, Limitations on Liability-Not included

Exhibit J, Special Provisions-Not Included

Exhibit K, Amendment to Task Order (Suggested Form)

8.02 *Total Agreement*

A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format provided in Exhibit K to this Agreement, "Amendment to Task Order."

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order shall likewise designate representatives of the two parties.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

By: Darrell Vanyo

Name: Darrell Vanyo

Title: Chairman, Flood Diversion Board of Authority

Date Signed: 5-7-2012

Address for giving notices:

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

DESIGNATED REPRESENTATIVE (Paragraph 8.03.A):

Title: Cass County Administrator

Phone Number: (701) 241-5720

Facsimile Number: (701) 297-6020

E-Mail Address: berndtk@casscountynd.gov

ENGINEER:

By: Jeffry J Volk

Name: Jeffry J Volk

Title: President

~~Engineer License or~~ Firm's Certificate No. 1268C

State of: North Dakota

Date Signed: 4-30-12

Address for giving notices:

925 10th Ave E
West Fargo, ND
58078

DESIGNATED REPRESENTATIVE (Paragraph 8.03.A):

C. Gregg Thielman

Title: Sr. Project Manager

Phone Number: 701-237-5065

Facsimile Number:

E-Mail Address: cgthielman@houstonengineering.com

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SUGGESTED FORM OF
TASK ORDER

This is Task Order No. _____, consisting of _____ pages.

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

   A. Title: _____

   B. Description: _____

2. Services of Engineer

3. Owner's Responsibilities

   Owner shall have those responsibilities set forth in Article 2 and in this executed Task Order, subject to the following: *[Here state any additions or modifications to Exhibit B, for this Specific Project.]*

4. Times for Rendering Services

Phase	Completion Date
_____	_____
_____	_____
_____	_____

5. Payments to Engineer

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

Category of Services	***Compensation Method***	***Lump Sum, or Estimate of Compensation for Services***
	Choose One: A. Lump Sum B. Standard Hourly Rates C. *[Insert any other compensation method]*	

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

6. Consultants:

7. Other Modifications to Agreement:

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[Supplement or modify Agreement and Exhibits, if appropriate.]

8. Attachments:

9. Documents Incorporated By Reference:

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

The Effective Date of this Task Order is _____, _____.

OWNER:	ENGINEER:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
	Engineer License or Firm's Certificate No. _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
E-Mail Address: _____	E-Mail Address: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____

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This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 8, 2012.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Owner or, at Owner's designation, Owner's Program Management Consultant shall provide the following services:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project identified in any executed Task Order, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of the Specific Project.

C. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Specific Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Site and adjacent areas.

6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Task Order.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

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E. Authorize Engineer to provide Additional Services as set forth in the Task Order as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Task Order.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for the Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Obtain, arrange, provide and / or pay for reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Specific Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project or any Specific Project.

I. If Owner designates it Program Management Consultant, a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. If more than one prime contract is to be awarded for the Work of the Specific Project designed or specified by Engineer, designate in the Task Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Site.

L. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for the Specific Project with appropriate professional interpretation thereof.

M. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.

N. Inform Engineer of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 8, 2012.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 - OWNER'S RESPONSIBILITIES

C2.01 Method of Payment

B. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum

2. Method B: Standard Hourly Rates

3. Method C: [Identify any other method to be used to compensate Engineer for some or all of its services]

C2.02 *Explanation of Methods*

A. Method A – Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.

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4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C. Method C – *[Identify and define any other method to be used to compensate Engineer for some or all of its services]*

C2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Appendix 1 to this Exhibit C which may be adjusted annually (as of January 1st) to reflect equitable changes in the rates.

B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.0. In addition, all invoiced Consultants Expenses allocated to a Specific Project or Task Order multiplied by a factor of 1.05.

C. The actual cost for a project based Professional Liability Insurance Policy, with limits of five million dollars per claim as outlined in Exhibit G, for the Engineer and all of their Consultants, unless Professional Liability Insurance is provided for the Engineer and Consultants by the Owner. Engineer will secure an additional five million dollars of Professional Liability Insurance at its own expense.

C2.04 *Serving as a Witness*

A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.30 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated March 8, 2012.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates for reimbursable expenses effective on the date of this Agreement are:

Reimbursable Expenses	
Lodging & Meals	Actual Cost
Per Diem (Meals)	$26 per day
Project Mileage	$0.65
Motorized Offroad Vehicles	$75/day
Iron Pins	$1.25 each
Fence Post (each)	$5 each
Project Expenses	Actual Cost
Sub-Consultants	Actual Cost + 5%
Professional Liability Insurance (per Exhibit G)	Actual Cost for $5,000,000

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This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 8, 2012.

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services effective on the date of this Agreement are:

Houston Moore Group LLC
2012 Fee Schedule

Category	Rate/Hour	Category	Rate/Hour
Principal Engineer	$163.00	Senior GIS Project Manager	$137.00
Senior Project Manager	$158.00	GIS Manager	$132.00
Senior Project Engineer	$147.00	GIS Technician III	$111.00
Project Manager	$142.00	GIS Technician II	$95.00
Professional Engineer	$132.00	GIS Technician I	$90.00
Project Engineer	$116.00	Senior Land Surveyor	$129.00
Graduate Engineer	$100.00	Land Surveyor	$116.00
Legislative/Grant Specialist	$134.00	Survey Manager	$111.00
ROW Coordinator	$105.00	Graduate Land Surveyor	$93.00
Senior Environmental Project Manager	$159.00	GPS Survey Crew Chief	$137.00
Senior Environmental Scientist	$138.00	Survey Crew Chief	$95.00
Environmental Scientist	$119.00	Survey Tech III	$74.00
Scientist	$103.00	Survey Tech II	$63.00
Graduate Scientist	$93.00	Survey Tech I	$53.00
Senior Designer	$116.00	CADD Manager	$111.00
Designer	$98.00	CADD Technician III	$105.00
Senior Construction Engineer	$129.00	CADD Technician II	$95.00
Construction Engineer	$109.00	CADD Technician I	$90.00
Graduate Construction Engineer	$93.00	Administrative Assistant	$65.00
Engineering Technician III	$93.00	Receptionist	$58.00
Engineering Technician II	$84.00	Bookkeeper	$79.00
Engineering Technician I	$73.00	Business Manager	$137.00
Technician Intern	$64.00		

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This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 9, 2012.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits for the insurance required by Paragraphs 6.04.A and 6.04.B of the Agreement are as follows:

1. *By Engineer:*

a.	Workers' Compensation:		Statutory
b.	Employer's Liability –		
	1)	Each Accident:	$1,000,000
	2)	Disease, Policy Limit:	$1,000,000
	3)	Disease, Each Employee:	$1,000,000
c.	General Liability –		
	1)	Each Occurrence (Bodily Injury and Property Damage):	$2,000,000
	2)	General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability –		
	1)	Each Occurrence:	$5,000,000
	2)	General Aggregate:	$5,000,000
e.	Automobile Liability –		
	1)	Combined Single Limit (Bodily Injury and Property Damage): Each Accident	$2,000,000
f.	Professional Liability –		
	1)	Each Claim Made:	$10,000,000
	2)	Annual Aggregate:	$10,000,000
g.	Other (specify):		$_____

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2. *By Owner:*

a.	Workers' Compensation:		Statutory
b.	Employer's Liability –		
	1)	Each Accident:	$1,000,000
	2)	Disease, Policy Limit:	$1,000,000
	3)	Disease, Each Employee:	$1,000,000
c.	General Liability –		
	1)	Each Occurrence (Bodily Injury and Property Damage):	$2,000,000
	2)	General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability –		
	1)	Each Occurrence:	NA
	2)	General Aggregate:	NA
e.	Automobile Liability –		
	1)	Combined Single Limit (Bodily Injury and Property Damage): Each Accident	NA
f.	Other (specify):		$_____

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This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 8, 2012.

Special Provisions

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

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SUGGESTED FORM OF
AMENDMENT TO TASK ORDER

This is **EXHIBIT K**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 8, 2012.

Amendment To Task Order No. _____

1. Background Data:

   a. Effective Date of Task Order Agreement:

   b. Owner:

   c. Engineer:

   d. Specific Project:

2. Description of Modifications

3. Task Order Summary (Reference only)
   a. Original Task Order amount: $_____
   b. Net change for prior amendments: $_____
   c. This amendment amount: $_____
   d. Adjusted Task Order amount: $_____

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase (Fund 790)
As of 1/31/2017

	2011	2012	2013	2014	2015	2016	2017	Cumulative Totals
Revenues								
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	35,212,877	2,246,292	100,311,454
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	111,715,540	1,170,211	175,738,035
State Water Commission			3,782,215	602,918	31,056,740	101,436,302	2,192,833	139,071,008
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,260,368)	-	706,805
Reimbursements						33,880	-	33,880
Lease/Rental Payments			17,358	154,180	180,341	260,806	-	612,685
Asset Sales				616,774	315,892	175,190	-	1,107,856
Miscellaneous			226	626	427		-	1,279
Total Revenues	**984,751**	**17,005,957**	**19,517,490**	**44,425,900**	**94,465,340**	**235,574,227**	**5,609,337**	**417,583,001**
Expenditures								
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	47,279,000	-	51,929,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	545,555	32,806	1,545,843
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,719,505	147,552	25,382,645
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	8,464,392	108,986	29,251,836
7925 WIK - Recreation		163,223						163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,948,209	46,717,049	3,231,299	129,565,603
7931 LERRDS - Minnesota		27,996	287,907	13,068	32,452	1,815,566		2,176,989
7940 WIK Mitigation - North Dakota				587,180				587,180
7941 WIK Mitigation - Minnesota								-
7950 Construction - North Dakota				1,738,638	19,269,055	42,263,916	346,992	63,618,601
7951 Construction - Minnesota								-
7952 Construction - O/H/B				11,282,504	5,044,001	776,720	14,900	17,118,124
7955 Construction Management				556,209	2,867,422	5,182,366	345,816	8,951,813
7990 Project Financing		50,000	70,000	216,376	566,600	5,435,289	883,195	7,221,459
7995 Project Eligible - Off Formula Costs						-		-
7999 Non Federal Participating Costs	116					-		116
Total Expenditures	**984,750**	**17,005,957**	**11,990,261**	**45,324,414**	**95,896,147**	**161,199,358**	**5,111,545**	**337,512,432**

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
January 27, 2017

		Amount
Assets		
Cash	$	80,897,455
Receivables		
Proceeds from Oxbow Lot Sales		2,383,317
Total assets		**83,280,772**
Liabilities		
Vouchers payable		-
Retainage payable		3,210,203
Total liabilities		**3,210,203**
NET POSITION	**$**	**80,070,569**

FM Metropolitan Area Flood Risk Management Project
FY 2017 Summary Budget Report (In Thousands)
As of 31 January 2017

	FY 2017 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	-	2,246	2,246			
Cass County	-	1,170	1,170			
State of ND - 50 % Match	-	821	821			
State of ND - 100% Match	-	1,372	1,372			
State of Minnesota	-		-			
Other Agencies	-	-	-			
Financing Proceeds	-		-			
Reimbursements	-	-	-			
Sales of Assets	-	-	-			
Property Income	-	-	-			
Miscellaneous	-					
Total Revenue Sources	**241,311**	**5,609**	**5,609**	**-**	**-**	**235,702**
Funds Appropriated						
Diversion Channel & Assoc. Infrastructure	16,576	580	580	3%	7,876	8,120
Southern Embankment & Assoc. Infrastructure	100		-	0%	-	100
Other Mitigation Projects	24,246	7	7	0%	2,105	22,134
In-Town Flood Protection	46,176	845	845	2%	6,417	38,914
Enabling Work / Other	9,811		-	0%	-	9,811
Land Acquisition & Mitigation	107,420	2,923	2,923	3%	25,880	78,617
Engineering & Design Fees	10,694	240	240	2%	5,748	4,705
Program Management	17,247	516	516	3%	17,900	(1,169)
Contingency	805		-	0%		805
Debt Service	8,137		-	0%		8,137
Maintenance	100		-	0%	-	100
Total Appropriations	**241,311**	**5,112**	**5,112**	**2%**	**65,925**	**170,274**

FM Metropolitan Area Flood Risk Management Project

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790-0000-206.10-00	1/25/2017	275111	INDUSTRIAL BUILDERS INC	$ 20,860.54	Retainage PO #181346	V02812	2ND ST NORTH FLOODWALL
			Total - Retainage Paid	$ 20,860.54			
790-7910-429.33-20	1/27/2017	JB01170019	CITY OF FARGO-AUDITORS OFFICE	$ 530.00	CHARGE FOR COF TIME-01/17	V00102	General & Admin. WIK
			Total WIK - General and Admin. - Accounting Office	$ 530.00			
790-7910-429.33-25	1/19/2017	274963	OXBOW, CITY OF	$ 13,200.50	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	1/19/2017	274963	OXBOW, CITY OF	$ 2,287.18	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	1/19/2017	274963	OXBOW, CITY OF	$ 3,350.00	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	1/19/2017	274963	OXBOW, CITY OF	$ 5,715.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
	1/19/2017	274963	OXBOW, CITY OF	$ 2,195.92	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	1/19/2017	274963	OXBOW, CITY OF	$ 5,000.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
	2/3/2017	600	P CARD BMO	$ 527.00	OHNSTAD TWICHELL ATTOR	V00102	General & Admin. WIK
			Total WIK - General and Admin. - Legal Services	$ 32,275.60			
790-7915-429.33-05	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$ 2,612.27	RECREATION & USE PLAN	V01607	RECREATION/USE MASTER PLN
	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$ 2,173.51	WORK IN KIND	V01608	WORK-IN-KIND (WIK)
	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$ 7,486.75	HYDROLOGY/HYDRAULIC MODEL	V01609	HYDROLOGY/HYDRAULIC MODEL
	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$ 27,409.86	LEVEE DESIGN & SUPPORT	V01613	LEVEE DESIGN & SUPPORT
	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$ 1,508.50	LOCAL DRAINAGE PLAN	V01614	TRANS/DRAINAGE MASTER PLN
	1/5/2017	274593	URS CORPORATION	$ 6,020.00	CULTURAL RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$ 2,426.60	PERMIT SUBMITTAL PREPERAT	V01616	PERMIT SUBMITTAL PREP
	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$ 7,676.50	SEAI I-29 GRADE RAISE DES	V01620	SEAI-I29 GRADE RAISE DSGN
	1/19/2017	274909	HOUSTON-MOORE GROUP LLC	$ 5,846.93	RECREATION & USE PLAN	V01607	RECREATION/USE MASTER PLN
	1/19/2017	274909	HOUSTON-MOORE GROUP LLC	$ 365.00	HYDROLOGIC/HYDRAULIC MODE	V01609	HYDROLOGY/HYDRAULIC MODEL
	1/19/2017	274909	HOUSTON-MOORE GROUP LLC	$ 48,535.87	LEVEE DESIGN & SUPPORT	V01613	LEVEE DESIGN & SUPPORT
	1/19/2017	274909	HOUSTON-MOORE GROUP LLC	$ 16,447.00	TRANS & LOCAL DRAINAGE	V01614	TRANS/DRAINAGE MASTER PLN
	1/19/2017	274909	HOUSTON-MOORE GROUP LLC	$ 9,474.70	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
	1/19/2017	274963	OXBOW, CITY OF	$ 142.50	MOORE ENGINEERING, INC	V02402	OXBOW MOU-PRELIM ENGINRNG
	1/19/2017	274963	OXBOW, CITY OF	$ 773.75	MOORE ENGINEERING, INC	V02403	OXBOW MOU-CONCEPT LAYOUTS
	1/19/2017	274963	OXBOW, CITY OF	$ 4,311.25	MOORE ENGINEERING, INC	V02403	OXBOW MOU-CONCEPT LAYOUTS
	1/19/2017	274963	OXBOW, CITY OF	$ 1,092.50	MOORE ENGINEERING, INC	V02420	OXBOW MOU-MOORE ENG TO #6
	1/19/2017	274909	HOUSTON-MOORE GROUP LLC	$ 3,249.00	SEAI-I29 GRADE RAISE DESI	V01620	SEAI-I29 GRADE RAISE DSGN
			Total WIK - Project Design - Engineering Services	$ 147,552.49			
790-7920-429.33-05	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$ 47,929.54	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
	1/19/2017	274909	HOUSTON-MOORE GROUP LLC	$ 49,769.30	TASK 1 PROJECT MGMT	V01601	HMG - PROJECT MANAGEMENT
			Total WIK - Construction Management - Engineering Services	$ 97,698.84			
790-7920-429.33-79	1/19/2017	274963	OXBOW, CITY OF	$ 6,264.75	MOORE ENGINEERING, INC	V02421	OXBOW MOU-MOORE PROJ MGMT
	1/19/2017	274963	OXBOW, CITY OF	$ 5,021.95	MOORE ENGINEERING, INC	V02421	OXBOW MOU-MOORE PROJ MGMT
			Total WIK - Construction Management - Construction Management	$ 11,286.70			

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790-7930-429.33-05	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$	1,260.00	DIVERSION LAND MGMT	V01606	LAND MANAGEMENT SERVICES
	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$	549.50	UTILITIES DESIGN	V01610	UTILITIES DESIGN
	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$	730.00	WORK PACKAGE 28	V01618	WP28 - CR-16/CR-17 BRIDGE
	1/19/2017	274909	HOUSTON-MOORE GROUP LLC	$	271.50	UTILITY DESIGN	V01610	UTILITIES DESIGN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	3,663.50	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	22,181.46	HOUSTON-MOORE GROUP	V02807	CASS JOINT WATER IN-TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	6,132.65	ULTEIG ENGINEERS	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Engineering Services				$	34,788.61			
790-7930-429.33-25	1/3/2017	596	P CARD BMO	$	143,293.80	DORSEY WHITNEY LLP	V00101	Dorsey Whitney Legal
	1/3/2017	596	P CARD BMO	$	148,073.13	DORSEY WHITNEY LLP	V00101	Dorsey Whitney Legal
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	50.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	3,746.41	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	3,275.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	1,038.16	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	17,492.47	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	1,584.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	4,103.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	1,764.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	14,469.18	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	311.00	OHNSTAD TWICHELL, P.C.	V02807	CASS JOINT WATER IN-TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	4,016.32	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	1,437.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	2,905.97	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	1,702.00	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	132.00	LARKEN HOFFMAN	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	165.00	LARKIN HOFFMAN	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Legal Services				$	349,559.94			
790-7930-429.33-32	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	11,006.59	STEVE HERZOG	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Appraisal Services				$	11,006.59			
790-7930-429.33-79	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	10,624.56	CH2M	V02807	CASS JOINT WATER IN-TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	38,956.71	CH2M	V01203	Cass Joint Water OHB
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	127,494.70	CH2M	V02807	CASS JOINT WATER IN-TOWN
Total LERRDS - North Dakota - Construction Management				$	177,075.97			
790-7930-429.34-65	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	500.00	BETTE J. DEEDE TRUST	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	2,250.00	DEREK FLATEN	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	750.00	STEVE LOBERG	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	500.00	DANIEL FLATEN	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	500.00	JANE CLARK	V01201	Cass Joint Water ROE
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	2,500.00	KENNETH HATLESTAD	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Right of Entry Requests				$	7,000.00			

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790-7930-429.38-61	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	1,360.94	SENTRY SECURITY & INVESTI	V01203	Cass Joint Water OHB
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	1,442.61	SENTRY SECURITY & INVESTI	V01203	Cass Joint Water OHB
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	1,639.71	SENTRY SECURITY & INVESTI	V01203	Cass Joint Water OHB
			Total LERRDS - North Dakota - Security Services	$	4,443.26			
790-7930-429.38-95	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	175.00	MARSHALL TANGEN	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Mowing Services	$	175.00			
790-7930-429.38-99	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	2,046.39	EVERGREEN LAND SERVICES	V01203	Cass Joint Water OHB
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	7,598.00	KAREN KLEIN MEDIATION, LL	V01203	Cass Joint Water OHB
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	79.46	CURT'S LOCK & KEY SERVICE	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Other Services	$	9,723.85			
790-7930-429.52-30	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	4.00	DAWSON INSURANCE	V01703	ND LAND PURCH - IN TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	11.50	DAWSON INSURANCE	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	11.50	DAWSON INSURANCE	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - General Liability	$	27.00			
790-7930-429.62-51	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	27.16	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	97.34	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	41.86	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	34.07	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	35.47	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	168.23	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	22.91	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	61.02	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	37.48	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	27.49	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	71.69	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	33.88	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	70.31	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	114.18	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	11.67	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	31.91	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	30.89	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	37.61	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	22.16	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	73.64	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	54.30	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	179.75	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	183.72	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	58.38	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	66.68	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	27.23	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Electricity	$	1,621.03			

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790-7930-429.67-11	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	320.00	DAVE & AMY ANDEL	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	15,118.84	BETH LEAKE	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	3,687.78	MARIE TALLEY	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	716.00	MARIE TALLEY	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	623.00	PAUL AND NANCY KOCHMANN	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	26.00	PAUL AND NANCY KOCHMANN	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	631,349.83	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	6,910.00	MICHAEL&ALEXANDRIA BINDAS	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	13.00	MICHAEL&ALEXANDRIA BINDAS	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	12,245.94	MICHAEL&ALEXANDRIA BINDAS	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	272,365.25	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	59,239.20	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	412,331.14	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	13,090.00	FRANK PEARSON	V02411	OXBOW MOU-RESIDENT RLCTN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	3,205.00	GREGORY&BRIENA GOLDSMITH	V02411	OXBOW MOU-RESIDENT RLCTN
			Total LERRDS - North Dakota - Residential Buildings	$	1,431,240.98			
790-7930-429.67-12	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	420,945.92	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
			Total LERRDS - North Dakota - Commercial Buildings	$	420,945.92			
790-7930-429.71-30	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	196,628.63	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	39,000.00	MICHAEL AND DONNIE STREI	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	189,987.07	THE TITEL COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	358,075.19	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Land Purchases	$	783,690.89			
790-7950-429.73-52	1/19/2017	274911	INDUSTRIAL BUILDERS INC	$	297,465.49	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
	1/25/2017	275111	INDUSTRIAL BUILDERS INC	$	12,000.00	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
			Total ND Construction - Flood Control	$	309,465.49			
790-7950-429.73-70	1/18/2017	JB01170012	CITY OF FARGO-AUDITORS OFFICE	$	37,526.38	CITY OF FARGO	V02808	COF REROUTE FIBER OPTIC
			Total ND Construction - Utilities	$	37,526.38			
790-7952-429.33-05	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	659.05	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
			Total O/H/B Construction - Engineering Services	$	659.05			
790-7952-429.33-79	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	13,000.00	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
			Total O/H/B Construction - Construction Management	$	13,000.00			
790-7952-429.57-60	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	1,240.76	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
			Total O/H/B Construction - Out of State Travel	$	1,240.76			
790-7955-429.33-05	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$	215,087.79	WORK PACKAGE 42	V02806	CONSTRUCTION SVCS WP42
	1/19/2017	274909	HOUSTON-MOORE GROUP LLC	$	122,939.47	WORK PACKAGE #42	V02806	CONSTRUCTION SVCS WP42
	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	1,088.50	HOUSTON-MOORE GROUP	V01203	Cass Joint Water OHB
			Total Construction Management - Engineering Services	$	339,115.76			
790-7955-429.33-79	1/25/2017	275075	CASS COUNTY JOINT WATER RESOURCE DI	$	6,700.00	CH2M	V01203	Cass Joint Water OHB
			Total Construction Management - Construction Management	$	6,700.00			

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January 2017

Account_Number	CheckDate	Check_Number	Vendor_Name		Transaction_Amount	Expense_Description	Project_Number	Project_Description
790-7990-429.33-05	1/5/2017	274529	HOUSTON-MOORE GROUP LLC	$	44,376.15	DOCUMENT PREPARATION	V01619	PPP DOCUMENT PREP SUPPRT
	1/19/2017	274909	HOUSTON-MOORE GROUP LLC	$	33,523.93	DOCUMENT PREPARATION	V01619	PPP DOCUMENT PREP SUPPRT
			Total Project Financing - Engineering Services	$	77,900.08			
790-7990-429.33-25	1/3/2017	596	P CARD BMO	$	107,214.99	OHNSTAD TWICHELL ATTOR	V00102	General & Admin. WIK
	1/25/2017	275051	ASHURST LLP	$	260,112.39	LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
			Total Project Financing - Legal Services	$	367,327.38			
790-7990-429.34-55	1/5/2017	274494	AON RISK SERVICES CENTRAL, INC	$	39,275.00	RISK ADVISORY SERVICES	V03201	PRE-AWARD P3 RISK ADVISOR
	1/19/2017	274988	SPRINGSTED INCORPORATED	$	25,064.00	FINANCIAL ANALYSIS	V03101	FINANCIAL ADVISORY SERVCS
	1/25/2017	275123	JP MORGAN CHASE-LOCKBOX PROCESSING	$	202,556.74	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
			Total Project Financing - Financial Advisor	$	266,895.74			
790-7990-520.80-20	1/19/2017	274876	CASS COUNTY TREASURER	$	89,990.08	LOAN INTEREST PAYMENT	V02904	$100M CASS WELLS FAR ADVN
	1/13/2017	JB01170011	CITY OF FARGO-AUDITORS OFFICE	$	42,939.80	1.3.17 WF INTEREST PMT	V02903	$100M COF WELLS FAR ADVNC
			Total Project Financing - Interest on Bonds	$	132,929.88			
790-7990-520.80-30	1/13/2017	JB01170011	CITY OF FARGO-AUDITORS OFFICE	$	38,141.67	1.3.17 WF FEES PAYMENT	V02903	$100M COF WELLS FAR ADVNC
			Total Project Financing - Fiscal Agent Fees	$	38,141.67			
			TOTAL EXPENSES	$	5,132,405.40			
				$	20,860.54	**Retainage Paid**		
				$	**5,111,544.86**	**Total Less Retainage Paid**		

FM Metropolitan Area Flood Risk Management Project

Cumulative Vendor Payments Since Inception

As of January 31, 2017

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	$ 149,849,210.68	$ 128,606,363.10	$ 21,242,847.58	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
ARMY CORP OF ENGINEERS	$ 51,929,000.00	$ 51,929,000.00	$ -	Local Share
CH2M HILL ENGINEERS INC	$ 50,618,819.01	$ 25,691,780.81	$ 24,927,038.20	Project & Construction Management
INDUSTRIAL BUILDERS INC	$ 39,458,121.21	$ 37,341,401.54	$ 2,116,719.67	2nd St North Pump Station Project and 2nd Street Floodwall
HOUSTON-MOORE GROUP LLC	$ 35,594,042.89	$ 30,472,614.35	$ 5,121,428.54	Engineering Services
INDUSTRIAL CONTRACT SERVICES I	$ 17,583,264.19	$ 16,175,870.20	$ 1,407,393.99	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	$ 15,371,183.60	$ 14,692,799.75	$ 678,383.85	(blank)
ASHURST LLP	$ 6,715,133.70	$ 2,004,951.20	$ 4,710,182.50	PPP Legal Counsel
DORSEY & WHITNEY LLP	$ 3,765,491.43	$ 3,765,491.43	$ -	Legal Services
JP MORGAN CHASE-LOCKBOX PROCES	$ 3,377,000.00	$ 1,691,290.00	$ 1,685,710.00	Financial Advisor
CENTURYLINK	$ 2,586,742.00	$ 2,586,742.00	$ -	Utility Relocation
MINNESOTA DNR	$ 2,325,472.35	$ 2,325,472.35	$ -	EIS Scoping
LANDWEHR CONSTRUCTION INC	$ 2,079,376.59	$ 2,048,267.31	$ 31,109.28	In-Town Demolition Contracts
URS CORPORATION	$ 1,922,118.42	$ 1,702,651.02	$ 219,467.40	Engineering Services
CONSOLIDATED COMMUNICATIONS	$ 1,732,568.75	$ 1,063,096.11	$ 669,472.64	Utility Relocation
KENNELLY & OKEEFFE	$ 1,729,110.56	$ 1,729,110.56	$ -	Home Buyouts
HOUGH INCORPORATED	$ 1,603,909.25	$ 1,215,633.53	$ 388,275.72	2nd Street South Flood Control
REINER CONTRACTING INC	$ 1,601,366.99	$ 1,598,471.70	$ 2,895.29	El Zagal Flood Risk Management
ACONEX (NORTH AMERICA) INC	$ 1,322,146.00	$ 306,856.00	$ 1,015,290.00	Electronic Data Mgmt and Record Storage System
CITY OF FARGO	$ 1,237,950.30	$ 1,192,975.41	$ 44,974.89	Digital Imagery Project, Utility Relocation, Accounting Svcs, and Bank Loan Advance DS Payments
OHNSTAD TWICHELL PC	$ 939,423.13	$ 939,423.13	$ -	ROE and Bonding Legal Fees
CASS COUNTY TREASURER	$ 932,377.32	$ 932,377.32	$ -	Property Taxes and Bank Loan Advance DS Payments
XCEL ENERGY	$ 908,800.84	$ 174,255.08	$ 734,545.76	Utility Relocation
TERRACON CONSULTING ENGINEERS	$ 774,990.00	$ 768,603.32	$ 6,386.68	Materials Testing
MOORE ENGINEERING INC	$ 662,468.17	$ 662,468.17	$ -	Engineering Services
US BANK	$ 626,849.03	$ 626,849.03	$ -	Loan Advance Debt Service Payments
DUCKS UNLIMITED	$ 587,180.00	$ 587,180.00	$ -	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	$ 576,669.57	$ 576,669.57	$ -	Engineering Services
ERIK R JOHNSON & ASSOCIATES	$ 512,363.83	$ 510,910.79	$ 1,453.04	Legal Services
RED RIVER BASIN COMMISSION	$ 500,000.00	$ 500,000.00	$ -	Retention Projects - Engineering Services
NORTHERN TITLE CO	$ 484,016.00	$ 484,016.00	$ -	Land Purchases
AT & T	$ 444,166.14	$ 444,166.14	$ -	Utility Relocation
702 COMMUNICATIONS	$ 326,243.91	$ 266,892.07	$ 59,351.84	Utility Relocation
BUFFALO-RED RIVER WATERSHED DI	$ 220,768.00	$ -	$ 220,768.00	Retention Projects - Engineering Services
ROBERT TRENT JONES	$ 200,000.00	$ 200,000.00	$ -	Oxbow MOU - Golf Course Consulting Agreement
AON RISK SERVICES CENTRAL, INC	$ 150,000.00	$ 77,119.45	$ 72,880.55	P3 Risk Advisory Services
CABLE ONE (FARGO)	$ 148,511.37	$ -	$ 148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	$ 146,460.00	$ 146,460.00	$ -	Financial Advisor
BOIS DE SIOUX WATERSHED DISTRI	$ 145,380.00	$ -	$ 145,380.00	Retention Projects - Engineering Services
NDSU BUSINESS OFFICE-BOX 6050	$ 135,167.00	$ 135,167.00	$ -	Ag Risk Study Services

FM Metropolitan Area Flood Risk Management Project

Cumulative Vendor Payments Since Inception

As of January 31, 2017

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
AT&T NETWORK OPERATIONS	$ 125,238.30	$ 125,238.30	$ -	Utility Relocation
ENVENTIS	$ 115,685.62	$ 115,685.62	$ -	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	$ 111,000.00	$ 70,438.32	$ 40,561.68	Engineering Services
UNITED STATES GEOLOGICAL SURVE	$ 104,600.00	$ 104,600.00	$ -	Water Level Discharge Collection
FREDRIKSON & BYRON, PA	$ 102,022.08	$ 84,522.08	$ 17,500.00	Lobbying Services
PROSOURCE TECHNOLOGIES, INC	$ 100,000.00	$ 8,324.94	$ 91,675.06	Vibrating Wire Piezometer Equipment
ULTEIG ENGINEERS INC	$ 100,000.00	$ -	$ 100,000.00	Engineering Services
SPRINGSTED INCORPORATED	$ 99,365.85	$ 99,365.85	$ -	Financial Advisor
BRAUN INTERTEC CORP	$ 90,210.00	$ 77,629.00	$ 12,581.00	Quality Testing
EL ZAGAL TEMPLE HOLDING CO	$ 76,000.00	$ 76,000.00	$ -	Easement Purchase for El Zagal Levee
CENTURYLINK ASSET ACCOUNTING-B	$ 74,195.92	$ 74,195.92	$ -	Utility Relocation
GRAY PANNELL & WOODWARD LLP	$ 66,300.68	$ 66,300.68	$ -	Legal Services
NIXON PEABODY LLC	$ 60,000.00	$ 60,000.00	$ -	Legal Services
IN SITU ENGINEERING	$ 54,800.00	$ 47,973.00	$ 6,827.00	Quality Testing
ADVANCED ENGINEERING INC	$ 50,000.00	$ 50,000.00	$ -	Public Outreach
US GEOLOGICAL SURVEY	$ 46,920.00	$ 46,920.00	$ -	Stage Gage Installation
CLAY COUNTY AUDITOR	$ 34,180.71	$ 34,180.71	$ -	Property Tax, Home Buyout Demo
GEOKON INC	$ 33,815.36	$ 33,815.36	$ -	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	$ 33,066.02	$ 33,066.02	$ -	Property Management Services
WARNER & CO	$ 24,875.00	$ 24,875.00	$ -	General Liability Insurance
XCEL ENERGY-FARGO	$ 16,275.85	$ 16,275.85	$ -	Utility Relocation
PRIMORIS AEVENIA INC	$ 16,230.00	$ 16,230.00	$ -	Utility Relocation
MOORHEAD, CITY OF	$ 15,062.90	$ 15,062.90	$ -	ROE Legal Fees
ND WATER USERS ASSOCIATN	$ 15,000.00	$ 15,000.00	$ -	Membership Dues
BRIGGS & MORGAN PA	$ 12,727.56	$ 12,727.56	$ -	Legal Services
MAP SERVICE CENTER	$ 7,250.00	$ 7,250.00	$ -	Permit fee
NEWMAN SIGNS INC	$ 5,816.00	$ -	$ 5,816.00	Propane Tank Vehicle Crash Protection
ONE	$ 3,575.00	$ 3,575.00	$ -	Legal Services
MCKINZIE METRO APPRAISAL	$ 3,200.00	$ 3,200.00	$ -	Appraisal Services
BNSF RAILWAY CO	$ 2,925.00	$ 2,925.00	$ -	Permits for In-Town Levee Projects
FORUM COMMUNICATIONS (LEGALS)	$ 2,224.20	$ 2,224.20	$ -	Advertising Services
FORUM COMMUNICATIONS (ADVERT)	$ 1,743.77	$ 1,743.77	$ -	Advertising Services
NORTH DAKOTA TELEPHONE CO	$ 1,697.00	$ 1,697.00	$ -	Communication
SEIGEL COMMUNICATIONS SERVICE	$ 1,490.00	$ 1,490.00	$ -	Public Outreach
HUBER, STEVE	$ 1,056.43	$ 1,056.43	$ -	Home Buyouts
DEPT OF NATURAL RESOUR	$ 1,000.00	$ 1,000.00	$ -	DNR Dam Safety Permit Application Fee
TRIO ENVIRONMENTAL CONSULTING	$ 747.60	$ 747.60	$ -	Asbestos and LBP Testing - Home Buyouts
RED RIVER TITLE SERVICES INC	$ 675.00	$ 675.00	$ -	Abstract Updates
RED RIVER VALLEY COOPERATIVE A	$ 536.96	$ 536.96	$ -	Electricity - Home Buyouts
FERRELLGAS	$ 496.00	$ 496.00	$ -	Propane - Home Buyouts

FM Metropolitan Area Flood Risk Management Project

Cumulative Vendor Payments Since Inception

As of January 31, 2017

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
BROKERAGE PRINTING	$ 473.33	$ 473.33	$ -	Custom Printed Forms
DAWSON INSURANCE AGENCY	$ 388.52	$ 388.52	$ -	Property Insurance - Home Buyouts
KOCHMANN, CARTER	$ 315.00	$ 315.00	$ -	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	$ 250.00	$ 250.00	$ -	Job Description Review
DONS PLUMBING	$ 240.00	$ 240.00	$ -	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	$ 138.10	$ 138.10	$ -	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	$ 116.00	$ 116.00	$ -	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	$ 71.89	$ 71.89	$ -	Postage
Grand Total	**$ 403,437,859.88**	**$ 337,512,432.35**	**$ 65,925,427.53**	

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of January 31, 2017

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Commercial Relocations - Fargo						
Park East Apartments - 1 2nd St S	6/23/2015	9,002,442.20	-	1,376,106.04	-	10,378,548.24
Howard Johnson - 301 3rd Ave N	11/2/2015	3,266,079.60	-	3,322,432.41	(1,100.00)	6,587,412.01
Fargo Public School District - 419 3rd St N	3/16/2016	1,903,475.78	-	7,550,036.23	-	9,453,512.01
Mid America Steel - NP Ave, North	6/21/2016	437,371.41	-	5,370,000.00	-	5,807,371.41
Home Buyouts - Fargo						
1322 Elm St N	11/19/2014	347,270.27	-	47,168.14	-	394,438.41
1326 Elm St N	12/23/2014	230,196.41	-	8,001.02	-	238,197.43
1341 N Oak St	1/29/2015	309,888.24	-	78,889.24	-	388,777.48
1330 Elm St N	2/12/2015	229,982.44	-	62,362.63	-	292,345.07
18 North Terrace N	4/2/2015	129,698.25	-	44,688.72	-	174,386.97
1318 Elm St N	5/29/2015	229,012.67	-	55,452.01	-	284,464.68
724 North River Road	6/8/2015	204,457.83	-	35,615.30	(10,000.00)	230,073.13
1333 Oak Street N	6/24/2015	238,513.23	-	5,249.00	-	243,762.23
26 North Terrace N	9/11/2015	138,619.58	-	12,620.00	-	151,239.58
16 North Terrace N	9/24/2015	227,987.50	-	96,717.14	-	324,704.64
24 North Terrace N	11/25/2015	182,437.38	-	29,269.60	-	211,706.98
1314 Elm Street N	12/18/2015	225,800.09	-	42,025.00	-	267,825.09
12 North Terrace N	2/9/2016	10,191.00	-	-	-	10,191.00
1313 Elm Street N		350,000.00	-	3,360.00	-	353,360.00
Home Buyouts - Moorhead						
387 170th Ave SW	11/1/2013	281,809.91	-	-	(8,440.00)	273,369.91
16678 3rd St S		-	192,600.00	80,210.80	-	272,810.80
Home Buyouts - Oxbow						
105 Oxbow Drive	11/28/2012	216,651.85	-	-	(181,249.54)	35,402.31
744 Riverbend Rd	12/3/2012	343,828.30	-	2,435.00	-	346,263.30
121 Oxbow Drive	7/31/2013	375,581.20	-	-	(186,918.33)	188,662.87
333 Schnell Drive	9/20/2013	104,087.79	-	-	-	104,087.79
346 Schnell Drive	2/13/2014	512,970.73	-	7,200.00	-	520,170.73
345 Schnell Drive	10/24/2014	478,702.98	-	6,869.44	-	485,572.42
336 Schnell Drive	1/29/2015	310,888.51	-	185,620.00	-	496,508.51
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	10,549.70	-	2,708,776.67
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	176,524.79	-	643,245.59
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	309,992.53	-	616,717.73
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,784.30	-	205,699.82	-	686,484.12
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	267,757.65	-	757,848.97
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	507,103.56	-	976,181.69
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	312,212.95	-	806,555.82
SE 1/4-23-137-49 & NW 1/4 SW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	-	-	1,328,151.00
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	279,237.35	-	770,261.36
365 Schnell Drive	1/7/2016	125,077.88	-			125,077.88
852 Riverbend Rd	1/11/2016	1,222,608.19	-	10,891.60		1,233,499.79
334 Schnell Dr / 751 River Bend Rd	1/15/2016	321,089.77	-	284,349.88	-	605,439.65
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	469,875.64	-	1,068,761.07
326 Schnell Drive	2/19/2016	326,842.17	-	225,073.09	-	551,915.26
309 Schnell Dr / 325 Trent Jones Dr	5/12/2016	539,895.97	-	574,412.28	-	1,114,308.25
810 Riverbend Rd / 787 River Bend Rd	6/6/2016	672,125.84	-	640,625.43	-	1,312,751.27
833 Riverbend Rd / 446 Trent Jones Dr	7/14/2016	801,671.69	-	579,388.16	-	1,381,059.85
328 Schnell Dr / 347 Trent Jones Dr	7/14/2016	320,803.64	-	329,117.70	-	649,921.34
839 Riverbend Road	7/20/2016	1,775,311.60	-	10,631.50	-	1,785,943.10
332 Schnell Dr / 335 Trent Jones Dr	8/2/2016	328,639.47	-	353,321.19	-	681,960.66
317 Schnell Dr / 409 Trent Jones Dr	9/7/2016	548,393.52	-	558,413.52	-	1,106,807.04
330 Schnell Drive	10/4/2016	**328,134.82**	-	122,740.00	-	450,874.82
329 Schnell Dr / 417 Trent Jones Dr	10/4/2016	549,277.00	-	498,601.00	-	1,047,878.00
321 Schnell Dr / 410 Trent Jones Dr	10/7/2016	462,334.69	9,200.00	514,927.48	-	986,462.17
813 Riverbend Rd / 449 Trent Jones Dr	10/14/2016	660,997.62	-	797,937.65	-	1,458,935.27
325 Schnell Drive / 426 Trent Jones Dr	11/3/2016	403,498.66	-	398,605.30	-	802,103.96
844 Riverbend Road	11/11/2016	**716,599.40**	-	15,118.84	-	731,718.24
828 Riverbend Rd	11/30/2016	**955,928.53**	-	-	-	955,928.53
817 Riverbend Road / 421 Trent Jones Dr	In Escrow	-	448,300.00	453,212.00	-	901,512.00
848 Riverbend Rd / 783 River Bend Rd	In Escrow	-	306,000.00	1,340,781.00	-	1,646,781.00
843 Riverbend Rd / 445 Trent Jones Dr	In Escrow	-	700,000.00	1,163,752.00	-	1,863,752.00
829 Riverbend Rd / 788 River Bend Rd		-	-	8,000.00	-	8,000.00
338 Schnell Dr / 775 River Bend Rd		-	222,500.00	-	-	222,500.00
341 Schnell Dr / 343 Trent Jones Dr	12/8/2016	480,921.52	-	651,239.28	-	1,132,160.80
805 Riverbend Rd / 776 River Bend Rd		-	220,855.00	-	-	220,855.00

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of January 31, 2017

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
821 Riverbend Rd / 438 Trent Jones Dr		-	185,000.00	-	-	185,000.00
337 Schnell Dr / 353 Trent Jones Dr		-	222,021.00	-	-	222,021.00
840 Riverbend Rd / 442 Trent Jones Dr	12/21/2016	547,075.19	-	412,331.14	-	959,406.33
816 Riverbend Rd / 441 Trent Jones Dr	12/27/2016	567,413.07	-	331,604.45	-	899,017.52
808 Riverbend Road / 254 South Schnell Dr		-	235,211.25	-	-	235,211.25
313 Schnell Drive/ 413 Trent Jones Dr		-	197,243.00	-	-	197,243.00
Home Buyouts - Hickson						
17495 52nd St SE	4/28/2015	785,747.66	-	27,604.74	-	813,352.40
4989 Klitzke Drive, Pleasant Twp	7/20/2016	245,926.71	-	92,817.44	-	338,744.15
Easements - Fargo						
Part of Lot 5 El Zagal Park	10/9/2014	76,000.00	-	-	-	76,000.00
72 2nd St N	4/13/2016	37,020.00	-	-	-	37,020.00
Easements - Oxbow						
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure						
15-0000-02690-020 - Cossette		476,040.00	-	-	-	476,040.00
64-0000-02730-000 - Sauvageau		268,020.00	-	-	-	268,020.00
64-0000-02720-000 - Ulstad		469,874.00	-	-	-	469,874.00
64-0000-027400-000 - Duboard	9/15/2016	177,399.29	-	-	-	177,399.29
Easements - Minesota						
Askegaard Hope Partnership	10/14/2016	1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases						
SE 1/4 11-140-50 (Raymond Twp) - Ueland	1/20/2014	959,840.00	-	-	-	959,840.00
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	1,636,230.00
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust	2/18/2014	3,458,980.70	-	-	-	3,458,980.70
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	991,128.19
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	943,560.05
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gorder	5/13/2014	321,386.00	-	-	-	321,386.00
SW 1/4-11-140-50 - Hoglund	7/21/2014	989,706.03	-	-	-	989,706.03
NW 1/4 14-140-50 - Hoglund	10/23/2014	948,782.22	-	-	-	948,782.22
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	-	-	955,901.00
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	594,108.00
Fercho Family Farms,	3/25/2015	464,600.00	-	-	-	464,600.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	433,409.00
(Raymond Twp) - Henke	6/17/2015	1,196,215.00	-	-	-	1,196,215.00
Land Purchases						
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	(730,148.14)	(246,132.14)
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates	5/14/2015	39,900.00	-	-	-	39,900.00
BNSF Railway Company		-	27,000.00	-	-	27,000.00
		59,318,276.06	2,965,930.25	31,356,778.38	(1,117,856.01)	92,523,128.68
					-	
				Property Management Expense		837,726.73
				Property Management Income		(622,728.27)
					Grand Total	**$ 92,738,127.14**

FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of January 31, 2017

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	$ 8,683,649.98	$ 8,683,649.98
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	$ 774,990.00	$ 768,603.32
V02803	Consolidated Communications	2nd Street Utility Relocation	$ 1,848,254.37	$ 1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	$ 326,243.91	$ 266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	$ 17,589,680.19	$ 16,176,470.20
V02806	HMG	WP42 - Services During Construction	$ 4,932,000.00	$ 4,061,312.98
V02807	CCJWRD	In-Town Levee Work	$ 6,634,807.01	$ 5,235,360.92
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	$ 398,229.13	$ 353,254.24
V02809	AT & T	2nd Street Utility Relocation	$ 569,404.44	$ 569,404.44
V02810	Cable One	2nd Street Utility Relocation	$ 148,511.37	
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	$ 925,076.69	$ 190,530.93
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	$ 16,737,490.08	$ 15,874,392.83
V02813	Landwehr Construction	Park East Apartments Demolition	$ 1,177,151.74	$ 1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	$ 16,230.00	$ 16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	$ 2,660,937.92	$ 2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	$ 902,224.85	$ 878,615.57
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	$ 1,601,366.99	$ 1,598,471.70
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	$ 738,880.50	$ 738,880.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	$ 13,300,425.65	$ 12,046,803.23
V02820	CH2M Hill	WP42 - Construction Management Services	$ 1,020,000.00	$ 725,961.80
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	$ 1,603,909.25	$ 1,215,633.53
V01703	Various	In-Town Property Purchases	$ 39,003,069.54	$ 36,276,557.52
			$ 121,592,533.61	$ 110,686,397.15

Fargo-Moorhead Metropolitan Area Flood Risk Management Project
State Water Commission Funds Reimbursement Worksheet
Fargo Flood Control Project Costs - HB1020 & SB2020

Time Period for This Request: December 1, 2016 - December 31, 2016

Drawdown Request No: 38			
Requested Amount:		**$**	**4,401,701**
Total Funds Expended This Period:		$	5,222,408
Total Funds Requested at 100% Match			3,580,994
Remaining Funds Requested at 50% Match			1,641,413
SB 2020 Matching Requirements			50%
Total Funds Requested at 50% Match			820,707
Total Funds Requested:		**$**	**4,401,701**

STATE AID SUMMARY:			
Summary of State Funds Appropriated			
Appropriations from 2009 Legislative Session		$	45,000,000
Appropriations from 2011 Legislative Session			30,000,000
Appropriations from 2013 Legislative Session			100,000,000
Appropriations from 2015 Legislative Session			69,000,000
Appropriations to be funded in 2017 Legislative Session - Available 7/1/2017	51,500,000		
Appropriations to be funded in 2019 Legislative Session - Available 7/1/2019	51,500,000		
Appropriations to be funded in 2021 Legislative Session - Available 7/1/2021	51,500,000		
Appropriations to be funded in 2023 Legislative Session - Available 7/1/2023	51,500,000		
Total State Funds	206,000,000		244,000,000
Less: Payment #1 through #35 - City of Fargo			(55,510,209)
Less: Payment #1 - Cass County			(136,039)
Less: Payment #1 through #20 - FM Diversion Authority			(28,862,208)
Less: Payment #21 - FM Diversion Authority			(2,580,786)
Less: Payment #22 - FM Diversion Authority			(3,998,879)
Less: Payment #23 - FM Diversion Authority			(1,985,040)
Less: Payment #24 - FM Diversion Authority			(2,752,283)
Less: Payment #25 - FM Diversion Authority			(10,000,000)
Less: Payment #26 - FM Diversion Authority			(1,021,657)
Less: Payment #27 - FM Diversion Authority			(4,940,909)
Less: Payment #28 - FM Diversion Authority			(2,209,200)
Less: Costs Moved from Fargo Flood Control (Diversion) to Interior Flood Control			20,301,855
Less: Payment #29 - FM Metro Area Flood Risk Management Project			(2,900,000)
Less: Payment #30 - FM Metro Area Flood Risk Management Project			(3,681,747)
Less: Payment #31 - FM Metro Area Flood Risk Management Project			(6,900,000)
Less: Payment #32 - FM Metro Area Flood Risk Management Project			(3,725,044)
Less: Payment #33 - FM Metro Area Flood Risk Management Project			(4,655,547)
Less: Payment #34 - FM Metro Area Flood Risk Management Project			(22,500,000)
Less: Payment #35 - FM Metro Area Flood Risk Management Project			(6,062,680)
Less: Payment #36 - FM Metro Area Flood Risk Management Project			(3,506,589)
Less: Payment #37 - FM Metro Area Flood Risk Management Project			(4,676,079)
Less: Payment #38 - FM Metro Area Flood Risk Management Project			(4,401,701)
Total Funds Reimbursed			(156,704,742)
Total State Fund Balances Remaining		**$**	**87,295,258**

Fargo-Moorhead Metropolitan Area Flood Risk Management Project
State Water Commission Funds Reimbursement Worksheet
Fargo Flood Control Project Costs - HB1020 & SB2020

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - FM Metro Area Flood Risk Management Project	$	70,420,344
Less: Match Used on Payment #1 through #35 - City of Fargo		(41,506,620)
Less: Match used on Payment #1 - Cass County		(136,039)
Less: Match Used on Payment #1 - FM Diversion Authority		(18,600)
Less: Match Used on Payment #2 - FM Diversion Authority		(66,888)
Less: Match Used on Payment #6 - FM Diversion Authority		(238,241)
Less: Match Used on Payment #8 - FM Diversion Authority		(346,664)
Less: Match Used on Payment #11 - FM Diversion Authority		(470,398)
Less: Match Used on Payment #12 - FM Diversion Authority		(237,286)
Less: Match Used on Payment #16 - FM Diversion Authority		(3,018,978)
Less: Match Used on Payment #17 - FM Diversion Authority		(1,374,624)
Less: Match Used on Payment #20 - FM Diversion Authority		(1,427,344)
Less: Match Used on Payment #22 - FM Diversion Authority		(116,437)
Less: Match Used on Payment #23 - FM Diversion Authority		(487,124)
Less: Match Used on Payment #24 - FM Diversion Authority		(1,688,474)
Less: Match Used on Payment #26 - FM Diversion Authority		(445,642)
Less: Match Used on Payment #28 - FM Diversion Authority		(1,116,010)
Less: Match Used on Payment #30 - FM Metro Area Flood Risk Management Project		(1,581,147)
Less: Match Used on Payment #32 - FM Metro Area Flood Risk Management Project		(1,215,895)
Less: Match Used on Payment #33 - FM Metro Area Flood Risk Management Project		(2,785,070)
Less: Match Used on Payment #35 - FM Metro Area Flood Risk Management Project		(1,292,963)
Less: Match Used on Payment #36 - FM Metro Area Flood Risk Management Project		(509,507)
Less: Match Used on Payment #37 - FM Metro Area Flood Risk Management Project		(2,741,983)
Less: Match Used on Payment #38 - FM Metro Area Flood Risk Management Project		(3,580,994)
Balance of Local Matching Funds Available	**$**	**4,017,415**

Finance Committee Bills through February 15, 2017

Vendor	Description		
Ohnstad Twichell, P.C.	Professional Services Rendered	$	102,091.32
Dorsey & Whitney LLP	Legal Services Rendered through December 31, 2016	$	139,978.76
Cass County Joint Water Resource District	Diversion bills	$	2,342,884.42
Erik R. Johnson & Associates, Ltd.	Legal Services Rendered through January 25, 2017	$	2,746.80
Total Bills Received through February 15, 2017		$	2,587,701.30

OHNSTAD TWICHELL, P.C.
ATTORNEYS AT LAW

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

15-1395 JTS Invoice # 147439
Flood Diversion Board
Bond Counsel Work – PPP

DATE: January 30, 2017

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

AMOUNT REMITTED $_____

Please detach. Return upper portion with your payment.
Payments received after the statement date will be reflected on next month's statement. Thank you.

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice #147439 Flood Diversion Board Bond Counsel Work – PPP Research 1

Attorney	2016 Hours	2017 Hours	2016 Rates	2017 Rates	Fees
JTS	8.1	64.5	$290.00	$300.00	$21,699.00
ADC	1.4	9.4	$290.00	$300.00	$3,226.00
KJB	31.5	58.5	$225.00	$265.00	$22,590.00
TJL	17.8	49.6	$175.00	$250.00	$15,515.00
LWC	0	1	$150.00	$200.00	$200.00
CBC	21.1	92.6	$150.00	$200.00	$21,685.00
AJM	19.1	68.1	$125.00	$150.00	$12,602.50
LSH	8.7	19	$125.00	$130.00	$3,557.50
Total	**107.7**	**362.7**			**$101,075.00**

Expenses:		
AT & T Conference Calls		$31.98
Westlaw		$500.00
ND Records Search		$71.00
Copies from Cass Cnty Recorder		$96.00
Copies CH2M Tax Order	1500 Copies	$300.00
UPS		$17.34
Grand Total		**$102,091.32**

* Drafting of documents and work streams related to financing, P3, and joint powers agreements.

	2016 Hourly Rates	2017 Hourly Rates
JTS - John T. Shockley, Partner, Supervising Attorney	$290.00	$300.00
ADC, Andrew D. Cook, Partner	$290.00	$300.00
KJB - Katie J. Bertsch, Associate	$225.00	$265.00
TJL – Tyler J. Leverington, Associate	$175.00	$250.00
LWC – Luke W. Croaker, Associate	$150.00	$200.00
CBC – Calley B. Campbell, Associate	$150.00	$200.00
AJM - Andrea J. Murphy, Paralegal	$125.00	$150.00
LSH – Lori S. Hersrud, Paralegal	$125.00	$130.00

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

DORSEY
DORSEY & WHITNEY LLP

RECEIVED
BY DATE 1-30-17

MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

January 25, 2017
Invoice No. 3329908

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

For Legal Services Rendered Through December 31, 2016

INVOICE TOTAL

Total For Current Legal Fees	$138,594.00
Total For Current Disbursements and Service Charges	$1,384.76
Total For Current Invoice	**$139,978.76**

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

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

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

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

Please make reference to the invoice number

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

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

CITY OF Fargo

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

January 30, 2017

Kent Costin
Finance Director
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Red River Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated January 25, 2017 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through December 31, 2016 on the Red River Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

Erik R. Johnson

ERJ/lmw
Enclosure
cc: Bruce Grubb

CASS COUNTY GOVERNMENT

February 6, 2017

Cass County Joint Water Resource District

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

Mark Brodshaug
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Dan Jacobson
Manager
West Fargo, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Greetings:

RE: Metro Flood Diversion Project
In-Town Levees Project
DPAC
Oxbow-Hickson-Bakke Ring Levee Project
Oxbow Golf and Country Club

Enclosed please find copies of bills totaling $2,342,884.42 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	$ 233,842.15
In-Town Levees	502,349.18
DPAC	612.00
Oxbow-Hickson-Bakke Ring Levee	1,112,153.37
Oxbow Golf and Country Club	493,927.72

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

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

Enclosures

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES Updated 2/6/17

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
1/12/2017	12/20/2016	146876	100007	858.50	Ohnstad Twichell, P.C.	Legal-FM Diversion -ROE
1/12/2017	12/20/2016	146878	130007	12,117.03	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
1/12/2017	12/20/2016	145883	160007	1,728.00	Ohnstad Twichell, P.C.	Legal-Diversion Authority Agreement-Drains
1/12/2017	12/20/2016	145884	160007	4,250.75	Ohnstad Twichell, P.C.	Legal-Channel Phase I
1/12/2017	12/20/2016	146885	160007	1,440.00	Ohnstad Twichell, P.C.	Legal-Diversion-Drayton Dam
1/12/2017	12/21/2016	147002	160007	4,935.26	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Cossette
1/12/2017	12/21/2016	147003	160007	1,284.50	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Ulstad
1/12/2017	12/20/2016	146875	90007	4,968.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009
1/12/2017	12/20/2016	146881	160007	54.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009-Inlet structure
12/29/2016	12/29/2016			50,981.00	The Title Company	Freeman Property purchase
1/12/2017	12/31/2016	NDFE12312016		7,000.00	Steven Herzog	flowage easement consultation
1/19/2017	1/18/2017			17,668.00	David and Shannon Campbell	earnest money
1/19/2017	1/18/2017			16,567.60	Roger and Melissa Campbell	earnest money
1/31/2017	1/26/2017			2,243.06	The Title Company	Rheault temporary easement
1/26/2017			2 Statements	1,461.68	Cass County Treasurer	Property Taxes - **see note for why spreadsheet is diff**
1/12/2017	12/21/2016	1387	2001	9,990.50	Houston-Moore Group	Right-of-entry services
1/12/2017	12/30/2016	1402	2001	7,236.00	Houston-Moore Group	Right-of-entry services
1/12/2017	12/15/2016	381089497	479407	39,828.07	CH2M	TO 1-Land acquisition management services - 23%
1/12/2017	12/7/2016	61462	R12.00049	6,132.80	Ulteig Engineering	Relocation assistance, land acquisition, project mgmt
1/26/2017	1/17/2017	381092644	479407	43,097.40	CH2M	TO 1-Land acquisition management services - 37%
			Total	**233,842.15**		

***NOTE** - Cass County Treasurer returned $36,680.12 as Pifers paid all but two parcels on spreadsheet.

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
1/12/2017	1/11/2017			250,449.12	The Title Company	Property pruchase - Case Plaza
01/26/17			17 Statements	7,304.59	Cass County Treasurer	Property Taxes - **see note for why spreadsheet is diff**
01/12/17	12/21/16	1388	2002	54,554.64	Houston-Moore Group	TO 2 - Land acquisition services
01/26/17	12/30/16	1403	2002	68,009.51	Houston-Moore Group	TO 2 - Land acquisition services
1/12/2017	12/15/2016	381089497	479407	95,241.05	CH2M	TO 1-Land acquisition management services - 55%
1/26/2017	1/17/2017	381092644	479407	26,790.27	CH2M	TO 1-Land acquisition management services - 23%
			Total	**502,349.18**		

***Note** - Cass County Treasurer returned $772.94 as Bank of America paid on 1313 Elm St.

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
1/12/2017	12/20/2016	146877	120007	180.00	Ohnstad Twichell, P.C.	Legal - Assessment district issues
1/12/2017	11/30/2016	50813	PH11473-2012-000	432.00	AE2S	FM Area Diversion assessment district
			Total	**612.00**		

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
1/12/2017	12/20/2016	146879		140007	7,440.20	Ohnstad Twichell, P.C.	Legal-property acquisition
1/12/2017	12/21/2016	147005		160007	609.00	Ohnstad Twichell, P.C.	Legal-Champ relocation appeal
1/12/2017	12/21/2016	147004		160007	1,131.00	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Erickson
1/12/2017	12/13/2016			43E.2.C	63,217.75	American Enterprises Inc	Demolition of homes
1/12/2017	12/28/2016	217767			100.00	The Title Company	Draw Requests for Debates

1/12/2017	12/28/2016	215735		150.00	The Title Company	Draw Requests for Johnson/Westlund
1/12/2017	12/28/2016	218499		150.00	The Title Company	Draw requests for Podolak
1/12/2017	1/4/2017			22,714.88	Bill and Anne Kuzas	closing costs
1/12/2017	1/11/2017			322,192.87	The Title Company	replacement property-Rademacher
01/12/17	01/11/17			395,617.35	The Title Company	property purchase - Rademacher
01/26/17	01/23/17			623.00	Kent & Melissa Rademacher	closing costs
01/26/17	01/20/17			1,420.00	Paul & Valerie Benson	moving costs
01/26/17	01/20/17			9,910.88	Paul & Valerie Benson	closing costs
01/26/17	01/23/17			2,149.00	A to Z Moving	moving costs for Wold
01/26/17	01/23/17			4,941.25	Joel P Wold	closing costs
01/12/17	12/19/16	1598		7,300.00	American Enterprises Inc	winterizing homes
01/26/17	01/01/17	4325		560.00	Valley Green and Associates	snow removal on 12/13 and 12/14 for Schnell & Riverbend
01/26/17	01/13/17	4487		420.00	Valley Green and Associates	snow removal on 12/18 for Schnell & Riverbend
01/26/17	01/01/17	4530		420.00	Valley Green and Associates	snow removal on 12/19 for Schnell & Riverbend
01/26/17			43 statements	110,244.79	Cass County Treasurer	Property Taxes - **see note for why spreadsheet is diff**
1/12/2017	1/5/2017		30 invoices	3,982.72	Cass County Electric Cooperative	Service to various addresses
1/26/2017	1/12/2017		9 invoices	1,113.46	Cass County Electric Cooperative	Service to various addresses
1/12/2017	12/15/2016	381089497	479407	38,096.42	CH2M	TO 1-Land acquisition management services - 22%
1/12/2017	12/15/2016	381089498	479407	6,700.00	CH2M	TO No 3 - construction manangement
1/26/2017	1/17/2017	381092644	479407	46,591.78	CH2M	TO 1-Land acquisition management services - 40%
1/26/2017	1/17/2017	381092645	479407	6,700.00	CH2M	TO No 3 - construction manangement
1/26/2017	9/30/2016	17606	2830-00	11,969.40	ProSource Technologies, LLC	Project Mgmt, File closure, Construction Draw payments
1/26/2017	10/31/2016	17607	2830-00	22,060.47	ProSource Technologies, LLC	Project Mgmt, Acquisition, Construction Draw payments
1/26/2017	11/30/2016	17609	2830-00	19,626.15	ProSource Technologies, LLC	Project Mgmt, File closure, Construction Draw payments
1/12/2017	12/24/2016	5654		1,281.15	Sentry Security & Investigations	Security patrol services
1/12/2017	1/7/2017	5683		1,320.03	Sentry Security & Investigations	Security patrol services
1/26/2017	1/21/2017	5699		1,399.82	Sentry Security & Investigations	Security patrol services
			Total	**1,112,153.37**		

***NOTE** - Cass County Treasurer returned $5,855.41 as Pifers paid seven parcels on spreadsheet.

OXBOW GOLF AND COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
1/12/2017	12/17/2016	19		468,406.85	Oxbow Golf & Country Club	Landscapes Unlimited construction payment
1/12/2017	12/17/2016	14606	18229	70.00	Oxbow Golf & Country Club	Construction staking-engineering
1/12/2017	12/17/2016	14409	18229	4,537.20	Oxbow Golf & Country Club	Construction staking-engineering
1/12/2017	12/17/2016	13		13,000.00	Oxbow Golf & Country Club	Gary Killebrew consultant fees
1/12/2017	12/17/2016			76.58	Oxbow Golf & Country Club	architecture expenditures
1/26/2017	1/1/2017	4237		212.25	Valley Green & Associates	snow removal at OCC 12/13 and 12/19
1/26/2017	1/13/2017			7,624.84	Oxbow Golf & Country Club	November and December elecric bills
			Total	**493,927.72**		
			Grand Total	**2,342,884.42**		

Erik R. Johnson & Associates, Ltd.

Attorneys at Law

January 25, 2017
Invoice No. 2521

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

RE: Metro Flood Project-General Legal Matters

For Legal Services Rendered Through January 25, 2017

INVOICE TOTAL

Total for Current Legal Fees	$2746.80
Total for Current Disbursements and Service Charges	$-0-
Total for Current Invoice	**$2746.80**

Summary of Account

*Prior Balance Due	$
Total Amount Due	$2746.80

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

We appreciate your business.

505 Broadway Street North • Suite 206 • Fargo, ND 58102
Phone: (701) 280-1901 • • • Fax: (701) 280-1902

Item 8c.

Pending Finance Committee Approval

Recommending Contracting Actions.

Date: February 22, 2017

Description	Company	Budget Estimate ($)
Construction Change Order– Diversion Authority		
WP-42C.1 – Demolition / Renovation • Final cost accouting – Asbestos removal of insulated fittings	Landwehr Construction, Inc.	**$5,744.23**
Total		**$5,744.23**

Technical Advisory Group Recommendation

Meeting Date: 1/27/2017

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures, Section 5.C(2), that were adopted by the Diversion Authority on November 10, 2016, the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) shall submit a construction Change Order request to the Technical Advisory Group. The Technical Advisory Group shall review the Change Order request during its next regular meeting after receiving the Change Order request, and make a recommendation as to approval or denial of the Change Order request.

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

Description	Budget Estimate ($)
Landwehr Construction, Inc.	
Change Order #4 (Final Cost Accounting Change Order)	***$5,744.23***
WP-42C.1, Demolition/Renovation, Howard Johnson Hotel, Old Shakey's Pizza, Fargo Public Schools – Asbestos removal of insulated fittings	

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Previous Project Cost	Budget ($) Change	Revised Project Cost	Project Start	Project Substantial Completion	Comments
Original Contract	$0	668,870.00	668,870.00	11-Feb-16	30-May-16	Contract Award to lowest responsive bidder, Landwehr Construction, Inc.
Change Order No. 1	668,870.00	138,613.57	807,483.57	11-Feb-16	16-Jul-16	Abatement of additional asbestos containing materials.
Change Order No. 2	807,483.57	79,632.00	887,115.57	11-Feb-16	16-Jul-16	Installing additional length of helical pier
Change Order No. 3	887,115.57	15,109.28	902,224.85	11-Feb-16	16-Jul-16	Additional asbestos, insulated doors, deduct portions of demo scope
Change Order No. 4 (Final)	902,224.85	5,774.23	907.999.08	11-Feb-16	16-Jul-16	Final cost accounting - Asbestos removal of insulated fittings

Change Order No. 4 increases the Contract Price by a total of **$5,774.23** to accommodate the following:

1. **Asbestos Removal of Insulated Fittings** – This change item adds $5,774.23 to the contract price for asbestos abatement of additional pipe fittings prior to demolition of the Howard Johnson Hotel. These fittings were located within the walls and ceiling of the building and were a previously unknown source of asbestos that the Contractor discovered during demolition of the hotel. Additional asbestos removal was previously approved under Change Order 1. At the time Change Order 1 was executed the demolition project schedule was on the critical path for completing work under the F.1N contract, which related to

the opening of 2nd St N. To prevent unwanted schedule impact, the Contractor estimated the number of fittings they would find at approximately 2,500. During demolition the Contractor counted the disposed fittings, and Terracon, the Owner's asbestos oversight firm, verified the number. This change order accounts for the difference between the original estimate of 2,500 fittings and the final counted number of 2,758 (Difference of 258 fittings). This change item was not included in a change order at the time of completion of site work and has been re-evaluated during administrative close-out of the project.

ATTACHMENT(S):

Draft Change Order No. 4
Landwehr Proposal Request #5 dated March 23, 2016

Submitted by:

John W. Glatzmaier — January 27, 2017

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

Date

Nathan Boerboom, Diversion Authority Project Manager
Concur: January 27, 2017 *Non-Concur:* _____

April Walker, Fargo City Engineer
Concur: January 27, 2017 *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: January 27, 2017 *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: January 27, 2017 *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: January 27, 2017 *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: January 27, 2017 *Non-Concur* _____

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Change Order No. 04 (Final)

Date of Issuance:	2/9/2017	Effective Date:	2/9/2017
Owner:	Metro Flood Diversion Authority	Owner's Contract No.:	WP-42C.1
Owner's Representative:	CH2M HILL Engineers, Inc.	Owner's Representative Project No.:	
Contractor:	Landwehr Construction, Inc.	Contractor's Project No.:	
Engineer:	Houston-Moore Group, LLC	Work Package No.:	WP-42C.1
Project:	Fargo-Moorhead Area Diversion	Contract Name:	Demolition – Howard Johnson Hotel, Old Shakey's Pizza, Fargo Public Schools

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

Description:

1. ASBESTOS ABATEMENT OF INSULATED FITTINGS
   a. Increase Contract Price by **5,744.23** for abatement of previously unknown asbestos containing fittings by adding line item *0011, Asbestos Abatement of Insulated Fittings* as shown in attached Change Order 4 Unit Price Schedule dated February 9, 2017.

This is the Final Balancing Change Order for this project.

Attachments:

- Change Order 4 Unit Price Schedule dated February 9, 2017

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: **668,870.00**	Original Contract Times: Substantial Completion: May 30, 2016 Ready for Final Payment: June 13, 2016
[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 thru 3: **233,354.85**	[Increase] [~~Decrease~~] from previously approved Change Orders No. 1: Substantial Completion: 47 days Ready for Final Payment: 47 days
Contract Price prior to this Change Order: **902,224.85**	Contract Times prior to this Change Order: Sub. Completion (Shakey's, FPS): May 30, 2016 Sub. Completion (Hotel): July 16, 2016 Ready for Final Payment: July 30, 2016
[Increase] [~~Decrease~~] of this Change Order: **5,774.23**	[~~Increase~~] [~~Decrease~~] of this Change Order: Sub. Completion (Shakey's, FPS): 0 days Sub. Completion (Hotel): 0 days Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: **907,999.08**	Contract Times with all approved Change Orders: Sub. Completion (Shakey's, FPS): May 30, 2016 Sub. Completion (Hotel): July 16, 2016 Ready for Final Payment: July 30, 2016

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Owner's Representative (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Name: Tyler Smith, P.E.	Name: Tim Mahoney	Name: Nick Linnemann
Title: Construction Manager	Title: Chairman	Title: Project Manager
Date: _____	Date: _____	Date: _____

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WP-42C.1
Hojo/Shakey's/Fargo Public Schools Demolition

Change Order 4 (Final) Unit Price Schedule
Date: 2/9/2017

WP - 42C.1 - Hojo/Shakey's/Fargo Public Schools Demolition												
Item	Description	Unit	Current Budget (thru CO-03)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0001	Howard Johnson Hotel Demolition	LS	1	321,134.09	$ 321,134.09				1	321,134.09	$ 321,134.09	
0002	Old Shakey's Pizza Demolition	LS	1	13,000.00	$ 13,000.00				1	13,000.00	$ 13,000.00	
0003	Fargo Public School Warehouse Demolition & Renovation	LS	1	264,170.00	$ 264,170.00				1	264,170.00	$ 264,170.00	
0004	Traffic Control	LS	1	1,600.00	$ 1,600.00				1	1,600.00	$ 1,600.00	
0005	Temporary Fence - Safety	LS	1	25,800.00	$ 25,800.00				1	25,800.00	$ 25,800.00	
0006	Over Excavation as directed by Owner's Representative	CY	0	17.00	$ -				0	17.00	$ -	
0007	Adjustment for Helical Pier/Anchor Field Lengths	LF	986	112.00	$ 110,432.00				986	112.00	$ 110,432.00	
0008	Additional Asbestos Abatement	LS	1	138,613.57	$ 138,613.57				1	138,613.57	$ 138,613.57	
0009	Additional Asbestos Transite Pipe	LS	1	19,414.92	19,414.92				1	19,414.92	$ 19,414.92	
0010	Install 3 Insulated Doors	LS	1	8,060.27	8,060.27				1	8,060.27	$ 8,060.27	
0011	Asbestos Abatement of Insulated Fittings	LS	0	0.00	$ -	1	5,774.23	$ 5,774.23	1	5,774.23	$ 5,774.23	
WP-42C.1 - TOTAL AMOUNT			**CURRENT BUDGET**		**$ 902,224.85**	**NET CHANGE**		**$ 5,774.23**	**NEW BUDGET**		**$ 907,999.08**	

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

Date: March 23, 2016 **Proposal Request # 5**

To: Ty Smith - CH2M

Project: WP-42C.1 HoJo Demolition

Description of work performed:

Asbestos abatement of unknown asbestos pipe insulation fittings

Item	Hrs/Unit	Rate		Total	
Equipment					
		-	$	-	
LCI Markup on Equipment	15%	-	$	-	
		Total Equipment			$ -
Labor					
		-	$	-	
LCI Markup on Labor	15%	-	$	-	
		Total Labor			$ -
Subcontractors/Materials					
ECCO Midwest - See attached	258.0	21.00	$	5,418.00	
See attached		-	$	-	
		-	$	-	
		-	$	-	
		-	$	-	
LCI Markup on Subs/Mat'ls	5%	5,418.00	$	270.90	
		Total Subs/Mat'ls			$ 5,688.90
Misc lump sum pricing					
		-	$	-	
		-	$	-	
		-	$	-	
		Total Misc lump sum			$ -
Bond	1.5%	5,688.90	$	85.33	
		Total Bond			$ 85.33
		Grand Total			**$ 5,774.23**

Notes:

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ECCO Midwest, Inc.

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

PROPOSAL / CONTRACT

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

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

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

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

SCOPE OF WORK

The "Work" to be performed under this Contract shall be:
Removal and disposal of the following asbestos containing materials identified by the additional testing provided by Terracon:
Howard Johnsons:
Friable:
-ADDITIONAL unknown asbestos containing pipe insulation fittings found throughout the building, (approximately 2,500 fittings).....$21/per fitting.

TOTAL Fitting Removal price estimate: $52,500.00

DEMO ceilings and walls to access all ACM pipe fitting insulation listed above:
Demo debris to remain on site near areas of demo and not removed, transported or disposed of.

TOTAL DEMO Price: $49,770.00

Removal to be completed in approximately 4 additional weeks.

CONTRACT PRICE

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