METRO FLOOD DIVERSION AUTHORITY
Thursday, January 12, 2017
3:30 PM
Fargo City Commission Room
Fargo City Hall
200 3rd Street North

1.	Call to order		
2.	Election of Vice Chair and Designation of Secretary		Action
3.	Approve minutes from previous meeting	Item 3.	Action
4.	Approve order of agenda		Action
5.	Management		Information
	a. PMC report		
6.	Administrative/Legal		Information/action
	a. Adopt meeting schedule for 2017	Item 6a.	
	b. CH2M Master Services Agreement & Task Order	Item 6b.	
	c. Review Executive Director position description	Item 6c.	
7.	Public Outreach		Information
	a. Committee report		
	b. Business Leaders Task Force update		
8.	Land Management		Information
	a. Committee report		
9.	Finance		Information/action
	a. Committee report		
	b. Recommended contracting actions	Item 9b.	
	c. Voucher approval	Item 9c.	
10.	Other Business		
11.	Next Meeting – January 26, 2017		
12.	Adjournment		

cc: Local Media

METRO FLOOD DIVERSION AUTHORITY
DECEMBER 15, 2016—3:30 PM

1. MEETING TO ORDER

A meeting of the Metro Flood Diversion Authority was held Thursday, December 15, 2016, at 3:30 PM in the Fargo City Commission Room with the following members present: Cass County Commission representative Darrell Vanyo; Cass County Commissioner Chad Peterson; Cass County Commissioner Rick Steen; Fargo City Mayor Tim Mahoney; Fargo City Commissioner Tony Grindberg; Moorhead City Mayor Del Rae Williams; Moorhead City Council Member Nancy Otto; Moorhead City Council Member Chuck Hendrickson; Clay County Commissioner Kevin Campbell; Clay County Commissioner Grant Weyland; Cass County Joint Water Resource District Manager Roger Olson; and West Fargo City Commissioner Mike Thorstad. Fargo City Commissioner Dave Piepkorn was absent.

2. MINUTES APPROVED

MOTION, passed

Mr. Campbell moved and Mr. Hendrickson seconded to approve the minutes from the December 1, 2016, meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

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

4. MANAGEMENT UPDATE

Program management consultant (PMC) report

Randy Richardson from CH2M briefly discussed the ending balance for the FY 2016 budget and figures for FY 2017 budget.

5. CORPS OF ENGINEERS UPDATE

Terry Williams, Project Manager from the Corps of Engineers, was present. She provided an update of activities by Corps of Engineers staff which includes the first federal construction contract award to Ames Construction for the inlet control structure; preparation of the preliminary engineering report for the southern embankment design; issuance of the 404 permit for construction of the diversion channel and associated infrastructure; preparation to conduct rights-of-entry and surveys beginning in the spring of 2017; and participation in a teleconference briefing with the congressional delegation earlier this month.

6. ADMINISTRATIVE/LEGAL UPDATE

Resolution Authorizing Release of RFP

Attorney John Shockley said today is a historic milestone as the Request for Proposals (RFP) will be issued to the four short-listed teams. He provided the executive summary which outlines the three major components of the RFP: Instructions to Proposers (ITP), Technical Requirements (TR), and Project Agreement. Also for consideration is a resolution to approve the release of the RFP.

MOTION, passed

Ms. Otto moved and Mr. Campbell seconded to approve the "Resolution Establishing Procedures and Protocols for the Request for Proposals Phase of the P3 Procurement and Approving, Issuing, and Authorizing Dissemination of the Request for Proposals to Design, Build, Finance, Operate, and Maintain the Diversion Channel and Associated Infrastructure Work Package of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project". On roll call vote, the motion carried unanimously.

Financing Whitepaper

Mr. Shockley presented the Appropriations and Financing Whitepaper, which serves as a skeleton for the overall financing of the project. The document includes information on North Dakota and Minnesota funding. He said permitting issues with Minnesota will need to be resolved before appropriations are considered. The whitepaper is not a binding agreement but does set forth how the project will be financed. The Finance Committee reviewed and approved the document.

MOTION, passed

Mr. Olson moved and Ms. Otto seconded to approve the Metro Flood Diversion Authority Fargo-Moorhead Metropolitan Area Flood Risk Management Project Appropriations and Financing Whitepaper. On roll call vote, the motion carried unanimously.

MOU with West Fargo

Mr. Shockley said staff is working on Memorandums of Understanding (MOU) with townships to deal with transportation issues related to the diversion project. The diversion channel will run through a portion of the extraterritorial (ET) area in West Fargo. He suggested a MOU be drafted with West Fargo to address transportation needs. He said bridges at 32nd Avenue and 52nd Avenue will need to be considered as well as how drainage will work in the area. He also will look into whether the P3 contract could allow the four short-listed teams to consider adjustments to the alignment.

Mr. Thorstad said now is a good time to evaluate the issues. Mr. Shockley said all MOUs will be presented to the board for final approval.

7. PUBLIC OUTREACH UPDATE

Committee report

The Public Outreach Committee met on December 14th. The outreach team continues to participate in various community outreach activities and presentations. Mr. Olson said a presentation was given at the State Water Convention last week in Bismarck. He said meetings with local legislators and new council members will be held to discuss the project. He said the website and twitter continue to experience an increase in activity.

8. LAND MANAGEMENT

The Land Management Committee met on December 14th. Mr. Peterson said the committee received several one-page handouts that provide information including maps at a glance related to the diversion project. He said these handouts will be helpful in the upcoming legislative session to distribute to local legislators.

9. FINANCE UPDATE

Committee report

The Finance Committee met on December 14th.

Mr. Richardson discussed the following task order amendments which were approved by the Co-Executive Directors:

Task Order Amendments

- HMG Task Order 8 Amendment 15 (Work-in-Kind)—2017 budget allocation and period of performance extension in the amount of $124,942.
- Beaver Creek Archeology Task Order 1 Amendment 2 (Cultural Investigation)—period of performance extension at no cost.

Construction Change Orders

Ty Smith from CH2M discussed the following construction change orders, which were reviewed and approved by the Finance Committee:

- Industrial Builders, Inc. Change Order 5 (2nd Street North, North of Pump Station)—temporary striping and quantity balancing in the amount of $127,282.10.
- Industrial Builders, Inc. Change Order 15 (2nd Street North, South of Pump Station)—gate contract transfer, quantity balancing and differing site conditions at a reduction in the amount of $416,726.77.
- Hough, Inc. Change Order 2 (2nd Street South Levee and Floodwall)—additional traffic control, differing subsurface conditions, repair existing storm sewer catch light base removal and additional time for unsuitable material in the amount of $650.00.

MOTION, passed

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

CH2M Hill Contract Extension

Mr. Vanyo said the Finance Committee approved a contract extension with CH2M to extend the period of performance from December 16, 2016, to January 13, 2017. A new task order is being drafted for the next meeting that would change the payment method from a flat lump sum fee to actual time spent.

MOTION, passed

Ms. Williams moved and Mr. Grindberg seconded to approve the contract extension with CH2M Hill through January 13, 2017. On roll call vote, the motion carried unanimously.

Ernst & Young Infrastructure Advisors Statement of Work No. 3

Mr. Shockley said the Finance Committee approved an extension of the current services with Ernst & Young Infrastructure Advisors, LLC through December 31, 2017. Ernst & Young will provide financial advice relating to the P3 procurement including financial plan revisions, support for the RFP process, and proposal evaluations.

MOTION, passed

Mr. Grindberg moved and Ms. Otto seconded to approve the appropriation of funds for Statement of Work No. 3 with Ernst & Young Infrastructure Advisors LLC. On roll call vote, the motion carried unanimously.

Voucher approval

The bills for the month are with Dorsey & Whitney LLP for legal services; Gray Pannell & Woodward LLP for legal services as co-bond counsel; CCJWRD for costs associated with the Metro Flood Diversion, in-town levees, OHB levee, and Oxbow Country Club golf course construction; Ohnstad Twichell, P.C. for P3 bond counsel; North Dakota Water Users Association for 2017 membership dues; and Erik R. Johnson & Associates, Ltd. for legal services.

MOTION, passed

Mr. Grindberg moved and Mr. Steen seconded to approve the vouchers in the amount of $2,340,976.01 for bills received through December 7, 2016. On roll call vote, the motion carried unanimously.

10. ACKNOWLEDGEMENT OF BOARD SERVICE

Nancy Otto was recognized for her service on the board as this is her last meeting. Mr. Vanyo thanked her for her leadership. Mr. Campbell said she is a true champion of flood protection for the entire region. Ms. Williams thanked her and appreciates the work she has done on the board.

Mr. Vanyo said this is his last meeting as Chairman of the board. Mr. Mahoney will serve as Chairman in 2017. Mr. Mahoney thanked him for his work and his passion for the project.

11. NEXT MEETING DATE

The next meeting will be held on Thursday, January 12, 2017.

12. ADJOURNMENT

MOTION, passed

On motion by Mr. Peterson, seconded by Ms. Otto, and all voting in favor, the meeting was adjourned at 4:35 PM.

Minutes prepared by Heather Worden, Cass County Administrative Assistant

Item 6a.

Meeting Schedule for 2017

Description:

Pursuant to Section 5.11, subsection (b) of the Joint Powers Agreement, at the first meeting in January, the Metro Flood Diversion Authority needs to adopt a meeting schedule for the upcoming year.

2017 PROJECT CALENDAR

FM AREA DIVERSION PROJECT

Outreach Meetings
Cass County Highway Dept
Land Management
City Hall
Finance Meetings
City Hall
DA Board
City Hall

JANUARY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 New Year's Day	2 New Year's Day Observed	3	4	5	6	7
8	9	10	11 Outreach 1 p.m. Land Mgt. 3 p.m. Finance 4 p.m.	12 DA Board 3:30 p.m.	13	14
15	16 Martin Luther King Day	17	18	19	20	21
22	23	24	25 Finance 4 p.m.	26 DA Board 3:30 p.m.	27	28
29	30	31				

FEBRUARY 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8 Outreach 1 p.m. Land Mgt. 3 p.m. Finance 4 p.m.	9 DA Board 3:30 p.m.	10	11
12	13	14 Valentine's Day	15	16	17	18
19	20 Presidents' Day	21	22 Finance 4 p.m.	23 DA Board 3:30 p.m.	24	25
26	27	28				

MARCH 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8 Outreach 1 p.m. Land Mgt. 3 p.m. Finance 4 p.m.	9 DA Board 3:30 p.m.	10	11
12 Daylight Saving Time Starts	13	14	15	16	17	18
19	20	21	22 Finance 4 p.m.	23 DA Board 3:30 p.m.	24	25
26	27	28	29	30	31	

APRIL 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12 Outreach 1 p.m. Land Mgt. 3 p.m. Finance 4 p.m.	13 Thomas Jefferson's Birthday DA Board 3:30 p.m.	14	15
16 Easter Sunday	17	18	19	20	21	22
23	24	25	26 Finance 4 p.m.	27 DA Board 3:30 p.m.	28	29

MAY 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2	3	4	5	6
7	8	9	10 Outreach 1 p.m. Land Mgt. 3 p.m. Finance 4 p.m.	11 DA Board 3:30 p.m.	12	13
14 Mother's Day	15	16	17	18	19	20
21	22	23	24 Finance 4 p.m.	25 DA Board 3:30 p.m.	26	27
28	29 Memorial Day	30	31			

JUNE 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7 Outreach 1 p.m. Land Mgt. 3 p.m. Finance 4 p.m.	8 DA Board 3:30 p.m.	9	10
11	12	13	14	15	16	17
18 Father's Day	19	20	21 Finance 4 p.m.	22 DA Board 3:30 p.m.	23	24
25	26	27	28	29	30	

JULY 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 Independence Day	5	6	7	8
9	10	11	12 Outreach 1 p.m. Land Mgt. 3 p.m. Finance 4 p.m.	13 DA Board 3:30 p.m.	14	15
16	17	18	19	20	21	22
23	24	25	26 Finance 4 p.m.	27 DA Board 3:30 p.m.	28	29

AUGUST 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
6	7	8	9 Outreach 1 p.m. Land Mgt. 3 p.m. Finance 4 p.m.	10 DA Board 3:30 p.m.	11	12
13	14	15	16	17	18	19
20	21	22	23 Finance 4 p.m.	24 DA Board 3:30 p.m.	25	26
27	28	29	30	31		

SEPTEMBER 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 Labor Day	5	6	7	8	9
10	11	12	13 Outreach 1 p.m. Land Mgt. 3 p.m. Finance 4 p.m.	14 DA Board 3:30 p.m.	15	16
17	18	19	20	21	22	23
24	25	26	27 Finance 4 p.m.	28 DA Board 3:30 p.m.	29	30

OCTOBER 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9 Columbus Day (Regional Holiday)	10	11 Outreach 1 p.m. Land Mgt. 3 p.m. Finance 4 p.m.	12 DA Board 3:30 p.m.	13	14
15	16	17	18	19	20	21
22	23	24	25 Finance 4 p.m.	26 DA Board 3:30 p.m.	27	28
29	30	31 Halloween				

NOVEMBER 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5 Daylight Saving Time Ends	6	7	8 Outreach 1 p.m. Land Mgt. 3 p.m. Finance 4 p.m.	9 DA Board 3:30 p.m.	10	11 Veterans Day
12	13	14	15	16	17	18
19	20	21	22	23 Thanksgiving Day	24	25
26	27	28	29 Finance 4 p.m.	30 DA Board 3:30 p.m.		

DECEMBER 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13 Outreach 1 p.m. Land Mgt. 3 p.m. Finance 4 p.m.	14 DA Board 3:30 p.m.	15	16
17	18	19	20	21	22	23
24 Christmas Eve	25 Christmas Day	26	27	28	29	30
31 New Year's Eve						

Near Final

EXHIBIT A

Task Order 1
Metro Flood Diversion Authority
Fargo-Moorhead Area Diversion Project

MFDA Purchase Order No. _____

In accordance with Article 1 of the *MASTER AGREEMENT FOR PROFESSIONAL SERVICES* ("AGREEMENT"), between the Metro Flood Diversion Authority ("OWNER") and CH2M HILL ENGINEERS, INC. ("CONSULTANT"), dated January 14, 2017, OWNER and CONSULTANT agree to the scope of services, work schedule, and compensation as follows:

Task Order Title: Program Management and Related Services

Term: This Task Order shall commence on January 14, 2017, and terminate on April 1, 2018.

Description:

The AGREEMENT establishes the terms and conditions for the CONSULTANT to assist the OWNER with the management and implementation of the Fargo-Moorhead Area Diversion Project ("PROJECT"). OWNER responsibilities as PROJECT Non-Federal Sponsors are described in several agreements with the US Army Corps of Engineers (USACE), including the *Project Partnership Agreement* signed July 11, 2016.

Task Order 1 describes the functions and activities of the CONSULTANT's team to assist the OWNER with program management, technical, legislative, project implementation, public outreach, land rights of way and acquisitions, relocations, disposal areas, Public Private Partnership (P3) procurement and implementation, and construction management aspects of the PROJECT.

Task Order 1 anticipates and is based on a level of activity that supports the OWNER's planned future spending, including the approved FY 2017 Project Budget of $241,311,231 and issuance of the draft P3 Request for Proposals ("RFP") on December 16, 2016.

The period of performance for Task Order 1 is January 14, 2017, through April 1 2018. Task Order 1 anticipates P3 contract commercial and financial close, and P3 Notice to Proceed (NTP), before the end date of this task order. Task Order 1 authorizes CONSULTANT to provide staff and services at the level of effort (LOE) described herein. CONSULTANT has committed and will provide staff from CONSULTANT and sub-consultant AE2S (Advanced Engineering and Environmental Sciences, Inc.) to support the anticipated activities and deliver the work described in the Scope of Services. CONSULTANT may contract with additional sub-consultants as necessary to meet the needs of the PROJECT, provided that any contract with additional sub-consultants shall be approved by the Co-Deputy Executive Directors.

Scope of Services:

Tasks defining the general scope to support the listed activities are summarized in Table 1, and described in detail by task number following the table.

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Table 1 – Summary of Scope of Work Tasks

Task	Title	Purpose
A	Program Level Services	Provide program direction, strategy assistance, coordination, and governance as well as administrative support, office space, and general implementation support.
B	Financial Support	Advise and provide input on the program financial plan, and on cost estimates, funding sources, and schedule; develop Diversion Authority program and annual budgets.
C	Program Controls and Reporting	Maintain and utilize the cost-loaded schedule, document controls systems, and cost management tool; develop and maintain a program risk/opportunity register; manage and communicate change; report on the status of the program schedule and budget.
D	Contract Administration	Manage agreements with sub-consultants and OWNER (third-party) contracts with consultants; monitor compliance of contract terms and conditions.
E	Technical and PROJECT Support	Manage and coordinate technical activities of third-party consultants directly contracted to OWNER; coordinate with USACE's project technical and management teams; develop bidding documents and provide bidding administration services; review deliverables prepared by others.
F	Permitting and Permit Compliance Support	Manage the environmental permitting and compliance program; maintain and implement the permitting plan.
G	Federal & State Legislative Support	Manage OWNER's legislative engagement efforts in Washington, D.C.; provide local, state, and federal legislative outreach and engagement services.
H	Public Involvement & Outreach Support	Manage OWNER's public outreach, involvement, and education program.
I	P3 Procurement Support	Provide P3 procurement services up through financial close, including management of the RFP phase, development of comparative cost estimates and schedules, continued refinement of draft contract documents, assistance in selecting the preferred P3 proposer, and issuance of a NTP.
J	P3 Construction Monitoring Services Planning	Develop the procedure for overseeing the P3 Developer's construction activities.
K	Property Rights Management and Impact Mitigation Support	Manage the acquisition of property rights required for the PROJECT; provide property rights acquisition management, surveying, and property management services; assist in updating and implementing mitigation plans for PROJECT impacts. Survey services will be allocated between CONSULTANT and HMG as more fully set forth in this Task Order.
L	Construction Management for non-P3 Work	Provide construction management services for current, non-federally contracted, non-P3 work designed by others (excluding City of Fargo "In-Town" projects unless specifically identified herein). This task does not include inspection services, the day-to-day administration or management of inspection services or inspection of survey work during construction. This task does not include services for future, non-federally contracted, non-P3 work for which contracts have not been awarded as of January 1, 2017.
M	Asset Management Planning	Assist OWNER in developing a framework strategy for managing the PROJECT assets, including providing value when not in use for flood mitigation.

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Task 1.A-Program Level Services

The scope of services for Task 1.A generally includes the following:

1. Program Direction, Strategy Assistance, Coordination, and Governance – Provide direction and overall management to support implementation of the PROJECT through the following activities:
    a. Provide guidance, strategy assistance, governance assistance, coordination and communications, organizational assistance, and input through prepared materials, meetings, and conference calls on OWNER's governance, policy, and USACE coordination actions.
    b. Prepare for and attend meetings with the Co-Executive Directors on the first Tuesday of every month to discuss, coordinate, and build a consensus around the intended services to be performed during that month.
    c. Prepare for and attend OWNER's Board and Committee (Finance, Land, and Outreach) meetings and report on program activities. Present monthly Program Management report and recommended contracting actions at Diversion Board meeting. Meeting attendees will generally include Program Manager, Deputy Program Manager, Public Outreach Lead, Land Management Lead, and P3 Delivery Lead.[1] Additional staff may attend based on agenda. Present to OWNER, at Admin Advisory meeting, proposed Board and Committee agenda topics for approval prior to issuing agendas.
    d. Prepare for and participate in Admin Advisory meetings to assist OWNER's staff in planning, organizing, and directing activities required to implement the Program. Meeting attendees from CONSULTANT will generally include Program Manager, Deputy Program Manager, Public Outreach Lead, Technical Services Lead, and P3 Delivery Lead. Additional staff may attend based on agenda.
    e. Prepare for and participate in OWNER's Executive Leadership calls (Board Chair, Vice-Chair, administrators, executive directors, and others as appropriate) to assist executives in planning, organizing, and directing activities required to implement the Program. Meeting attendees from CONSULTANT will generally include Program Manager, Deputy Program Manager, Public Outreach Lead, and P3 Delivery Lead.
    f. Participate in USACE Joint Leadership meetings as scheduled. Develop, in coordination with OWNER leadership and staff, and USACE leadership, the leadership and governance meetings for implementation.
    g. Consult and provide input to OWNER leadership and staff to support legal counsel activities for the PROJECT. Participate in conference calls and meetings as requested by OWNER.
2. Administrative Support
    a. Provide office and administrative support and assist program staff in the performance of activities on the PROJECT.
    b. Secure and maintain a PROJECT office and support facilities to conduct the activities of the program team and to support the confidentiality requirements of the P3 Developer procurement (competitive dialogue process).
3. Deliverables and Schedule

[1] For purposes of this Task Order, the Program Manager is Randy Richardson, the Deputy Program Manager is Rob Cowen (acting), the Public Outreach Lead is Rocky Schneider, the Land Management Lead is Eric Dodds, and the P3 Delivery Lead is Andrew Dobson.

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

b. Provide draft DA Board agenda Friday prior to Board meeting.

c. Provide material for DA Board packet Friday prior to Board meeting.

d. Present the Program Management Consultant report at DA Board meeting, once per month.

e. Provide a list of Recommended Contracting Actions Friday prior to Board meeting, and in the Finance Committee packet at OWNER's option.

f. Provide the agenda and materials for Land Management Committee packet the Wednesday prior[2] to Committee meeting.

g. Provide the agenda and materials for Public Outreach Committee packet the Wednesday prior[3] to Committee meeting.

h. Provide materials for Finance Committee packet Wednesday prior to Committee meeting.

i. Provide the agenda and materials for the Admin Advisory meeting two days prior to the twice per month meetings.

j. Provide the agenda and materials for the DA Executive Leadership calls two days prior to the twice per month meetings.

k. Provide materials for USACE coordination meetings as requested.

Task 1.B-Financial Support

The scope of services for this Task 1.B generally includes the following:

1. Advise, provide input, and coordinate ongoing monitoring of the established PROJECT Financial Plan developed by Ernst & Young Infrastructure Advisors (EYIA), OWNER's Financial Advisor, as needed. With assistance from Owner, provide input to the strategic planning of existing and potential new revenue sources and alternative sources of local and state financing.
2. Develop and recommend the Diversion Authority FY 2018 Cash Budget based on projected expenditures consistent with the DA's approved Program Budget.
3. Deliverables and Schedule
    a. Develop any necessary adjustments to the 2017 Budget as requested by OWNER.
    b. Provide Financial Plan comments as needed.
    c. Provide data and advice related to existing and potential funding sources and programs available to local and state entities as requested.
    d. Provide position papers, talking points summaries, and other documents as required.
    e. Present Recommended FY 2018 Cash Budget to OWNER's technical and administrative staff in September 2017.
    f. Present recommended FY 2018 Cash Budget to Finance Committee in October 2017.
    g. Present Recommended FY 2018 Cash Budget to Board in November 2017.

[2] For purposes of this Task Order, the agenda and materials will be provided one week (seven (7) days) prior to the Committee meeting.

[3] For purposes of this Task Order, the agenda and materials will be provided one week (seven (7) days) prior to the Committee meeting.

Task 1.C-Program Controls and Reporting

The scope of services for Task 1.C generally includes the following:

1. Update and maintain a cost-loaded, Primavera P6 schedule of activities required to implement the PROJECT through construction and into operation.
2. Develop, maintain, and facilitate use of document control systems, processes, and tools, including an OWNER provided Electronic Data Management System (EDMS) for management and storage of Program documents. Coordinate with ACONEX, the OWNER's selected provider for the EDMS platform. The EDMS will allow storage, preservation, management, and retrieval records by OWNER, CONSULTANT, and third-parties, such as HMG and USACE.
3. Implement the cost management tool (e.g. Source) relating to program budget, fiscal year budget, contract budget, and invoiced costs. (The OWNER shall not be billed any direct expenses for implementing this tool.) Develop and prepare reports for OWNER on program expenditures, budget status, and projected cash flows.
4. Develop, update, and facilitate the use of a Program Risk/Opportunity Register for the PROJECT.
5. Monitor program scope and execution of scope to track potential scope, schedule, and cost changes. Manage change with OWNER input and report results.
6. Deliverables and Schedule
    a. Provide access to the P6 Schedule, updated monthly, in native format and Adobe PDF format to TAG and OWNER.
    b. Report to the Finance Committee, the Diversion Authority Board, and the Co-Executive Directors on program expenditures, budget status, and projected cash flows monthly.
    c. Provide an updated Program Risk/Opportunity Register quarterly to the Finance Committee, the Diversion Authority Board, and the Co-Executive Directors.
    d. Provide an updated Change Management Report quarterly to the TAG, the Finance Committee, the Diversion Authority Board, and the Co-Executive Directors.

Task 1.D-Contract Administration

The scope of services for Task 1.D generally includes the following:

1. Develop and manage agreements with CONSULTANT's sub-consultants, and OWNER (third-party) contracts with others.
2. Monitor compliance of contract terms and conditions and support program delivery with respect to scope, schedule, and budget performance. Maintain compliance records for contract terms and conditions on third-party contracts including insurance certifications and related items.
3. Review and process third-party contract invoices for payment by OWNER.
4. Deliverables and Schedule
    a. Draft third-party agreements and task orders, amendments, work directives, and other changes for OWNER review, as requested.
    b. Prepare final third-party agreements and task orders for OWNER approval as required.
    c. Provide Contract Compliance Reports monthly to the Finance Committee, the Diversion Authority Board, and the Co-Executive Directors.
    d. Review and process third-party invoices for payment monthly or more frequently if required.

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Task 1.E-Technical and PROJECT Support Services
The scope of services for Task 1.E generally includes the following:

1. Manage and coordinate technical activities of Houston-Moore Group (HMG), AECOM, Beaver Creek Archeology, and other third-party consultants directly contracted to the Diversion Authority.
2. Develop bidding documents for construction contracts from technical plans and specifications prepared by HMG.
3. Provide bidding administration services including advertising for bids, preparing addenda, receiving bids, and recommending award of construction contracts.
4. Coordinate OWNER-led technical activities with USACE. Coordinate and facilitate Technical Advisory Group (TAG), Technical Working Group (TWG), and Local Sponsor/Local Consultant Technical Team (LSLCTT) meetings.
5. Provide review of HMG, USACE, AECOM, Beaver Creek Archeology, and other third party consultant's studies, reports, and designs for general consistency with OWNER's Program objectives.
6. Deliverables and Schedule
    a. Draft task orders for OWNER Technical Staff review as requested.
    b. Prepare final task orders for OWNER approval as required.
    c. Draft Bidding Documents for OWNER Technical Staff review as needed.
    d. Provide Final Bidding Documents for OWNER approval 3 days prior to scheduled advertisement date.
    e. Prepare Advertisements for Bid 21 days prior to scheduled bid dates.
    f. Prepare and issue Addenda as necessary.
    g. Report on bid results the day after bid receipt.
    h. Prepare a Recommendation of Award for inclusion into Finance Committee and DA Board packets the Wednesday and Friday before the meetings.
    i. Prepare the TAG agenda and materials weekly.
    j. Prepare TWG agenda and materials monthly.
    k. Prepare the LSLCTT agenda and materials quarterly.

Task 1.F-Permitting and Permit Compliance Support
The scope of services for Task 1.F generally includes the following:

1. Manage the environmental permitting and compliance program. Update, as necessary, the Permit Compliance Monitoring and Tracking program.
2. Perform routine reviews and audits of the construction program and site visits to document and track compliance with permit conditions and other applicable regulations.
3. Prepare Environmental Compliance Reports. Coordinate with regulatory agencies, OWNER, USACE to manage environmental commitments and liabilities.
4. Maintain programmatic Permitting Plan, in coordination with USACE, to plan permitting activities.
5. Deliverables and Schedule

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a. Update the Permit Compliance Monitoring and Tracking Program, as needed, and provide to OWNER.

b. Provide Environmental Compliance Reports monthly to OWNER.

c. Maintain the Permitting Plan and update as needed.

Task 1.G-Federal and State Legislative Support Services

The scope of services for Task 1.G generally includes the following:

1. Advise, provide input, and manage the OWNER's legislative engagement efforts to obtain annual Congressional appropriations and USACE work plan funding.
    a. Meet and confer with federal legislative staff on a monthly basis to update and discuss status of the project.
    b. Meet with US House and Senate members as required to communicate project status and receive input on congressional concerns.
    c. Coordinate and provide feedback to OWNER leadership and staff.
2. Advise, provide input, coordinate, and participate in OWNER's periodic visits to Washington, D.C., provide coordination and lobbying assistance from CONSULTANT's Washington, D.C. staff, and coordinate national activities with the local public affairs team.
3. Provide local, state, and federal legislative outreach and engagement services, including:
    a. Advise, provide input, and assist OWNER with pre-legislative session activities in North Dakota.
    b. Advise, provide input, and assist OWNER during the 2017 North Dakota legislative session.
        i. Monitor introduced legislation in North Dakota as it pertains to the PROJECT.
        ii. Production of a weekly legislative tracking and analysis report.
    c. Advise, provide input, and assist OWNER with legislative reporting requirements to ND Water Topics Overview Committee.
    d. Prepare OWNER for legislative committee meetings regarding the PROJECT.
    e. Prepare for and attend legislative committee meetings during discussions on legislation regarding the PROJECT.
    f. Advise, provide input, and assist OWNER in routine reporting to the ND State Water Commission.
    g. Advise, provide input, and assist OWNER with facilitating meetings and engagement with local, state, and federal elected leaders or their representatives.
    h. Prepare communications or information for OWNER to provide to local, state, and federal elected leaders.
    i. Coordinate and provide information to civic and business groups about PROJECT legislation.
    j. Coordinate activities of OWNER's Minnesota public affairs consultant.
4. Deliverables and Schedule
    a. Prepare Trip Packets, including detailed speaking points, biographies, and meeting logistics, as needed (assume six (6) trips in 2017 and three (3) trips in 2018).
    b. Conduct monthly legislative update conference calls.

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c. Provide position papers, speaking points, briefing notes as required.

d. Prepare a North Dakota Legislative Action Plan as needed.

e. Provide regular updates at Executive Team meetings, Board and Committee meetings, or as needed due to legislative session timelines.

f. Draft presentations, draft communications and prepare final presentations and supporting materials as needed.

Task 1.H-Public Involvement and Outreach Services

The scope of services for Task 1.H generally includes the following:

1. Advise, provide input, and assist OWNER in managing its Public Outreach program.
    a. Monitor and manage outreach services.
    b. Coordinate and communicate with OWNER representatives and OWNER's governmental entities.
    c. Attend and facilitate monthly Outreach Committee meetings.
    d. Organize, attend, and facilitate regular Outreach Working Group meetings.
    e. Coordinate with OWNER's staff and Diversion Committees as necessary for outreach coordination.
2. Advise, provide input, and assist OWNER with public outreach, involvement, and education. Such assistance is anticipated to include:
    a. Coordinate and facilitate public meetings.
    b. Organize materials for and/or present at meetings with individuals or agencies.
    c. Produce and update maps[4] and other documents, including educational materials for distribution to the public;
    d. Develop a Web Map for general public viewing and use. Establish the appropriate information and layers that should be public facing.
    e. Prepare and present PROJECT information to civic and business groups.
    f. Coordinate with USACE (and other agencies) on outreach efforts.
    g. Deliver answers to the public, media, opposition, and others interested in the PROJECT.
    h. Assist in providing quarterly updates to commissions/councils, including individual meetings with local elected officials.
    i. Prepare official correspondence for OWNER, including press releases, news alerts, and talking points for OWNER.
    j. Produce educational videos, flyover update videos of PROJECT progress, and general outreach videos presenting PROJECT information.
3. Coordinate with Business Leaders Flood Taskforce, including coordination with the business group staffs and quarterly meetings and presentations with the task force.
4. Perform media tracking and analysis, including daily monitoring of media and notification to project stakeholders, and production of a bi-weekly media tracking and analysis report.

[4] CH2M will utilize the services of AE2S, HMG, and other appropriate entities to produce and prepare maps.

5. Maintain and support a public website (www.fmdiversion.com) to provide information about the PROJECT and a library of public meeting documentation and studies.
6. Prepare and distribute monthly "Diversion Dialogue" E-newsletter, and:
    a. Maintain and update an editorial calendar for the newsletter;
    b. Maintain and update the distribution list for the newsletter, including offering a subscription service on the website www.fmdiversion.com;
    c. Prepare draft articles for distribution and OWNER review; and
    d. Finalize and publish articles to the monthly electronic newsletter.
7. Coordinate with and support legal counsel (Dorsey), through the Executive Director, on outreach items involved in litigation.
8. Advise, provide input, and manage the development and coordination of outreach activities in North Dakota and Minnesota in partnership with the OWNER.
9. Deliverables and Schedule
    a. Prepare maps (hard copy) as required.
    b. Maintain online interactive GIS and mapping as needed.
    c. Draft correspondence, draft press releases and draft talking points as needed.
    d. Prepare a bi-weekly media tracking and analysis report.
    e. Maintain the Public website and issue the "Diversion Dialogue" E-newsletter.
    f. Issue daily media tracking e-mail reports.

Task 1.I-P3 Procurement Support

The objective of Task 1.I is to manage the procurement of the P3 Developer from issuance of the RFP to commercial and financial close. This work will include coordination with OWNER's staff and outside consultants.

The scope of services for this Task 1.I generally includes the following:

1. Issue the draft RFP to shortlisted Proposers and manage communications with Proposers throughout the RFP process.
    a. Assemble and distribute all components of the draft and final RFPs to shortlisted Proposers, including:
        i. Instructions to Proposers (EYIA as primary author).
        ii. Project Agreement (Ashurst as primary author).
        iii. Technical Requirements (CONSULTANT as primary author).
        iv. Disclosed Information in the Data Room.
    b. Use the ACONEX system to issue and receive formal communications with Proposers during the RFP process.
2. Manage confidential one-on-one discussions with Proposers.
    a. Coordinate four one-on-one confidential discussions with each Proposer.

b. Develop topics for discussion and respond to inquiries made by Proposers. Document the outcome of confidential one-on-one discussions. Log decisions made as a result of the discussions for possible inclusion into revisions of the RFP documents.

3. Develop an independent probabilistic cost and schedule estimate of P3 construction activities to compare against Proposers' RFP submissions.
    a. Present activities using a PERT or similar network.
    b. Conduct a risk-based assessment of P3 activities and assign values for a stochastic evaluation of the P3 construction costs and schedule.
    c. Run multiple Monte Carlo simulations of P3 construction costs. Present simulation outcomes and identify the key variables driving the results.
    d. Incorporate estimates of operations and maintenance costs into the models.
    e. Coordinate with EYIA to finalize the results into a suitable format for comparing the independent cost and schedule estimates to Proposers' submittals.
4. Assist in revising and manage issuing subsequent versions of RFP documents, including the final documents prior to Proposers' technical and financial proposal submissions.
5. Assist in the selection of the preferred Proposer. Participate in negotiations with the preferred Proposer that lead to execution of the final P3 Agreement.
6. Deliverables and Schedule:
    a. Begin confidential one-on-one discussions with Proposers in February 2017.
    b. Develop the risk-based cost estimate and construction schedule for P3 activities by June 30, 2017.
    c. Issue the final RFP to Proposers on or about July 1, 2017.
    d. OWNER and Developer execute the Project Agreement and reach financial close on or about March 1, 2018.
    e. Issue NTP1 to the Developer after execution of the Project Agreement.

Task 1.J-P3 Construction Monitoring Services Planning

The scope of services for Task 1.J generally includes the following:

1. Determine the scope of Construction Monitoring Services (CMS) that will be provided by the OWNER's Representative during the P3 construction period. Develop the tools, processes and procedures to implement the CMS.
2. Draft a CMS Plan that details the interaction between OWNER's representative and the P3 Developer. Coordinate with the P3 procurement team and the P3 early implementation team to ensure the P3 Project Agreement and CMS Plan agree. Lead review of the CMS Plan to include OWNER, USACE, HMG and other PROJECT stakeholders.
3. Mobilize the personnel and other resources required to execute CMS prior to P3 Developer NTP.
4. Deliverables and Schedule
    a. Draft the CMS Plan and submit for review by September 1, 2017.
    b. Finalize the CMS Plan by November 1, 2017.

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Task 1.K-Property Rights Management and Impact Mitigation Support

The scope of services for Task 1.K includes the functions and activities of the CONSULTANT's team to assist the OWNER with managing the acquisition of property rights required for the PROJECT. The property acquisition and property management services in Task 1.K will position the OWNER to deliver the property rights necessary for the Public Private Partnership (P3) developer as well as for the USACE constructed features of the PROJECT. The services provided in Task 1.K are summarized in four primary sub-tasks:

A. Property Acquisition Management
B. Surveying Services
C. Property Management
D. Impact Mitigation Support

Task 1.K is based on the condition that OWNER has assigned the role of acquiring property rights in North Dakota to the Cass County Joint Water Resource District ("CCJWRD"). CONSULTANT will answer to and comply with all work directives of the CCJWRD to manage land rights acquisitions, property management and related issues. Task 1.K is also based on the assumption that the Diversion Authority will participate in and assist USACE in the voluntary acquisition of property rights in Minnesota. As such, Task 1.K includes efforts by the CONSULTANT to acquire or manage voluntary property rights acquisitions or related property rights issues in Minnesota.

CONSULTANT has developed a Property Acquisition Workflow, attached as Exhibit 1, and a Property Acquisition Schedule, attached as Exhibit 2. CONSULTANT shall manage property acquisition activities in accordance with the Property Acquisition Workflow and Property Acquisition Schedule. To facilitate property acquisitions, OWNER intends to contract with several land acquisition firms. The land acquisition firms will conduct activities, such as serving as the primary point of contact with property owners, sending notices to property owners, appraising properties, reviewing draft appraisal reports, presenting initial purchase offers to property owners, negotiating with property owners, assisting OWNER's legal counsel with developing purchase agreements, attending property closings, providing and coordinating relocation assistance for displaced persons, and more. It is anticipated that OWNER, or OWNER's member entities will maintain or enter into contracts with land acquisition firms Houston-Moore Group, Inc., ProSource Technologies, and Ulteig Engineers, Inc. ("land acquisition firms").

Sub-Task 1.K.1 – Property Acquisition Management

The scope of services for Sub-Task 1.K.1 generally includes managing acquisition of property rights for the PROJECT. A schedule for property acquisitions is attached as Exhibit 2. The specific services included in Sub-Task 1.K.1 include:

1. Assist OWNER and CCJWRD in establishing and implementing operating principles for managing acquisition of property rights for the PROJECT. Provide assistance in analyzing and developing improved strategies, policies, plans, methods, procedures, and systems of acquisition management programs.
2. Continue to coordinate with CCJWRD for the purposes of managing the acquisition of property rights in North Dakota and Minnesota.
3. Update the land management plan to incorporate project implementation plans, split delivery, approaches, and acquisition process standards (documents, workflows, naming standards, etc.).
4. Provide guidance to OWNER on issues that affect property management, acquisition or appraisal of properties, negotiation with owners, or transferring title of properties after being acquired. These may include early acquisitions, opportunistic acquisitions, construction acquisitions, and management and disposition of properties.

5. Based on designs and recommendations by others (USACE, P3 Developer, and HMG), identify, assess, and recommend properties to be acquired.
6. Prepare and present Land Acquisition Directives (LADs) to the OWNER's Finance Committee.
7. Assist CCJWRD in seeking and obtaining rights of entry (ROE) to conduct boundary surveying work, which is necessary to produce certificates of survey and to provide data to appraisers. Services shall include identification of properties upon which ROE is necessary, managing the ROE request and receipt process, and coordinating follow-up calls to property owners who might have questions.
8. Assist OWNER or CCJWRD in seeking and obtaining ROE requested by USACE to conduct various biotic, geomorphologic, cultural, and environmental surveys. Services shall include managing the ROE request and receipt process, and coordinating follow-up calls to property owners.
9. Assist CCJWRD in overseeing land acquisition firms' activities to acquire lands, construction or other temporary easements, rights of way, relocations, and disposal areas (LERRDs) for the Program. This includes acquiring properties that may be used in exchange to acquire property.
10. Assist land acquisition firms with negotiations, including preparation and negotiation of Replacement Housing Agreements and Purchase Agreements.
11. Manage acquisition data to create schedules, track acquisition status, suggest technical alternatives, and identify acquisition risks, develop content for internal and external land acquisition information.
12. Track and report progress of property acquisitions regarding cost, schedule, and performance baselines.
13. Work with various contacts (municipal officials, property owners, planners, attorneys, engineers, brokers, real estate agents) to identify opportunities to improve acquisition processes related to approvals and permits, zoning, engineering plans, improvement estimates, soils/geology, building costs, and overhead allocations.
14. Prepare maps[5] and exhibits (graphs, maps, marketing boards, and standard feature comparisons) for use in property acquisition and other project needs.
15. Create real estate plans, including affected parcels exhibit, affected parcels table, area of taking estimates, acquisition schedule, and acquisition budget. Real estate plans shall be based on the design and geodatabase files received from the designer of record. Real estate plans shall delineate the acquisition type (e.g. easement, fee title, temporary easement, flowage easement etc.). Real estate plans will be prepared when the work limits are defined by the designer.
16. Maintain and manage the ESRI WMX tool to function effectively and efficiently to meet the land acquisition needs of the PROJECT, including tracking the progress of acquisition activities, serving as a document repository, and allowing accurate reporting.
17. Coordinate with the City of Fargo IS Department regarding ongoing requirements and/or issues related to ESRI WMX for support, maintenance, and performance of the application.
18. Provide ESRI WMX application training and support to PROJECT representatives as requested.
19. Perform acquisition audits to verify that required inputs are tracked and noted in ESRI WMX. Audits will ensure proper use of tool, proper population of extended properties with critical

[5] CH2M will utilize the services of AE2S, HMG, and other appropriate entities to produce and prepare maps.

schedule and dates, uploading of documents, and comments regarding land owner and other communications.

20. Continue to develop and refine ESRI WMX reports that will be used to monitor usage of ESRI WMX, performance of land agents on acquisition activities, and progress and status reports.
21. Streamline and enhance ESRI WMX application functionality as needed/when applicable, including implementing software and application updates.
22. Perform data management routines as necessary to enhance the performance of the ESRI WMX application.
23. Coordinate weekly ESRI WMX backups and database compressions with City of Fargo staff (Backups and compressions to be performed by City of Fargo).
24. Based on data from PROJECT design and construction (channel, structures, etc.) and data from the property acquisition process through the ESRI WMX, update and maintain a web map application (ESRI Web Map App) for graphical display of PROJECT features, construction progress, and parcel acquisition status and information.
25. Attend OWNER's and CCJWRD's regular board and committee meetings, as well as special board meetings to report on progress and activities, and provide or present informational materials, as requested by OWNER or CCJWRD. Attendees may include program manager, deputy program manager, property acquisition program manager, and property acquisition coordinator, property management coordinator, as appropriate. Others may attend depending on topics.
26. Prepare monthly property management summary to report the status and progress of property acquisitions to OWNER and CCJWRD.
27. Coordinate with legal counsel, including Erik R. Johnson & Associates, Ohnstad Twichell, P.C., and Larkin Hoffman.
28. Coordinate property management activities with the OWNER, its member entities, and USACE.
29. Assist OWNER with selection and management of consultants and contractors. Oversee and assign the property acquisitions workload among the land acquisition firms.

Deliverables and Schedule:

i. Maintain the Property Acquisition Schedule (see attached Exhibit 2)
ii. Property Management Summary – monthly, for the CCJWRD's first board meeting each month.
iii. Agenda items for CCJWRD board meetings – twice-monthly (2nd and 4th Thursday of each month)
iv. Property Acquisition Summary documents – as needed
v. Property acquisition, management, and disposition guidance documents – as needed
vi. Maps and exhibits – as needed
vii. Land Acquisition Directives (LADs) – as needed
viii. Land Acquisition Firm Task Orders and Amendments – as needed
ix. GIS maintenance and updates – ongoing, as design files are updated and shared, and as property acquisition progresses.
x. QA/QC checks of ESRI WMX data – Weekly.

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Sub-Task 1.K.2 – Property Surveying Services

The scope of services for Sub-Task 1.K.2 generally includes managing and performing the property surveying work necessary to acquire property rights for the PROJECT. Thus far, the CONSULTANT (through AE2S) has completed the cadastral surveying for the entire diversion channel and has completed boundary surveys and certificates of survey for all Phase 1 properties. Additionally, AE2S is the Clay County surveyor of record, and has completed a metrocog cadastral survey monumenting effort that has proven useful to the survey needs of the project. To assure consistent delivery of survey services necessary to acquire property rights for the PROJECT, CONSULTANT shall meet with HMG and AE2S each and every quarter of each and every year of this Task Order to determine and agree upon the following:

1. The scope and amount of survey work for property acquisition that is anticipated to occur within the subsequent three (3) month period; and
2. An allocation of survey work for property acquisition as between AE2S and HMG that will most efficiently deliver the necessary surveys for the PROJECT.

Following the above-described meeting, CONSULTANT shall develop a written report with the division of labor. The CONSULTANT shall:

1. Provide a written report addressed to the Co-Deputy Executive Directors outlining the above items.
2. If CONSULTANT is not able to obtain agreement by and between HMG and AE2S regarding survey work, the Co-Deputy Executive Directors shall make the final determination as to the division of survey work.

The OWNER shall retain ultimate authority to determine which firm, whether HMG or AE2S, shall perform survey services and the amount of such work.

CONSULTANT, in conformance with the written report set forth above, will perform activities to accomplish the scope described herein, as well as other services which may be mutually agreed to by the parties pursuant to the terms of the Agreement. The specific services included in Sub-Task 1.K.2 include:

1. Surveying Management. Manage the production of boundary surveys, certificates of survey, and cadastral surveys that are necessary for the PROJECT. Surveying management will require development and maintenance of a schedule, review of work products, coordination with project leadership, and management of workload.
2. Boundary Surveying. Conduct boundary surveys for parcels impacted by the PROJECT.
3. Certificates of Survey. Prepare certificates of survey for partial parcels being acquired for the PROJECT. Certificates of Survey are not required for acquisition of full parcels.
4. Cadastral Surveying Services:
    a. Perform cadastral surveying services for the Public Land Survey System (PLSS) sections along the Southern Embankment alignment.
    b. Include researching corner locations, field surveying and establishing corners, setting monuments and associated ties, and preparing and recording corner records for section and one-quarter section corners (not including center quarter corners).
    c. Incorporate the cadastral surveying work completed for the Certificates of Survey.

Deliverables and Schedule:

i. Perform Certificates of Survey in accordance with the attached Property Acquisition Schedule.

ii. Cadastral survey of section corners for Southern Embankment shall be complete according to a schedule to be agreed with USACE.

iii. Arrange for and attend a meeting each and every quarter of each and every year of this Task Order with the Co-Deputy Executive Directors to discuss and present the written report set forth above.

Sub-Task 1.K.3 – Property Management

The scope of services for Sub-Task 1.K.3 generally includes managing the property that has been acquired for the PROJECT, prior to giving control of the property to the P3 Developer or other Contractor(s). CONSULTANT will perform activities to accomplish the scope described herein, as well as other services which may be mutually agreed to by the parties pursuant to the terms of the Agreement. The specific services included in Sub-Task 1.K.3 include:

1. Assist in development of recommendations for short term and long term use, salvage, demo, removal, and/or disposition for OWNER or CCJWRD acquired property. Update the recommendations as needed.
2. Manage the salvage, demo, removal and/or disposition of OWNER or CCJWRD acquired property. This may include coordinating the development of demolition plans and specifications (prepared by others), coordinating the solicitation of bids from contractors, coordinating asbestos or other testing as necessary prior to demo/removal of homes, coordinating with Habitat for Humanity for salvage of appliances and other items, coordinating with emergency response teams (fire departments, SWAT, etc.) for training exercises, and other activities as necessary.
3. Provide property management support to manage and maintain OWNER's or CCJWRD's residential, commercial, farmstead buildings, and farmland properties prior to their removal, disposal, demolition, auction, or incorporation into the project.
4. Perform weekly exterior inspections of residential and commercial properties. External inspection includes drive by and/or physically check that doors and windows are secure.
5. Perform bi-weekly interior inspections of residential and commercial properties.
6. Upon property acquisition, coordinate utility services, including shutting off water service, turning down heat, switching billing, etc.
7. Coordinate changing locks and re-keying properties after acquisition.
8. Coordinate with OWNER's farmland management firm (Pifer's) to assist with management and maintenance of OWNER's farmland properties prior to the disposal or use for the PROJECT.
9. Coordinate requests for bidder/contractor access, Habitat for Humanity access, Historic District mitigation, fire department training, law enforcement training, etc. as requested.
10. Provide direction to, and manage OWNER's maintenance firms (e.g. security patrol, locksmith, lawn care, snow removal, and handyman (e.g. plumber for sump pumps, leaks, etc.)) as required.
11. CONSULTANT may authorize emergency work as necessary to provide immediate security or repair of OWNER's property. Document authorized emergency work with a cover letter on the vendor's invoices for such work to OWNER.
12. For new, non-emergency property management work, coordinate preparation of a proposal for OWNER's consideration.

Deliverables & Schedule:

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i. Property Management Status Report – Monthly, for the CCJWRD's first board meeting of each month. Include the property status and disposition, including if the property is rented, available for rent, and when the property will be needed for the PROJECT.

Sub-Task 1.K.4 – Impact Mitigation Support

The scope of services for Sub-Task 1.K.4 generally includes updating and assisting OWNER implement the Mitigation Plan. CONSULTANT will perform activities to accomplish the scope described herein, as well as other services which may be mutually agreed to by the parties pursuant to the terms of the Agreement. The specific services included in Sub-Task 1.K.4 include:

1. Manage the OWNER's local cemetery mitigation team and development of the OWNER's Cemetery Mitigation Plan. Coordinate with OWNER's Design Consultant, HMG to develop the details of the OWNER's Cemetery Mitigation Plan.
2. Manage the updates, implementation, and policy development of the Mitigation Plan, including the following specific items.
    a. Manage the research, analysis, and development of a supplemental farm revenue program for mitigation of impacts to farmland caused by summer operation of the PROJECT.
    b. Manage the development of a post-operation private lands clean-up plan.
    c. Manage the development of a post-operation public lands repair and clean-up plan.
    d. Manage the review and socializing of the sample flowage easement with additional stakeholders such as permitting agencies, agricultural industry representatives, and others.
    e. Manage the development of a financial plan for on-going mitigation requirements.
3. Manage the development of budgetary information for flowage easements, including coordination with CCJWRD's Consultant.
4. Manage the development of sample flowage easement values for two CCJWRD owned properties.

Scope not Included in Task 1.K: The following scope items are not included in this task. These scope items are necessary for the completion of the PROJECT, and may be included in future task orders, performed by CONSULTANT under contract to others, or performed by others.

- Property management of OWNER's farmlands. OWNER has retained a farmland management consultant that will manage farmland rental agreements, managing rents, coordinating with producers, and other functions.
- Property maintenance services (lawn care, snow removal, handyman, etc.) will be contracted and paid directly by OWNER or CCJWRD.

Attachments: The following documents referenced in this Task Order 1 are attached.

- Attachment A – OWNER's Responsibilities
- Exhibit 1 – Property Acquisition Workflow
- Exhibit 2 – Property Acquisition Schedule

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Deliverables Schedule: The Mitigation Plan shall be ninety percent (90%) complete on or before April 1, 2018.

Task 1.L-Construction Management for non-P3 Work

The scope of services for Task 1.L generally includes Construction Management and related services for non-P3, non-federal work on the PROJECT. In-Town Levee CM is limited to completing Work Package 42 elements listed below. Task 1.L includes CM and related services for the following PROJECT elements:

1. Bidding and Construction Management Services (including final closeout) for Work Package 42 (In-Town Levees) projects designed by HMG for the PROJECT. CONSULTANT previously performed these services for the CCJWRD under Task Order No. 2, whose Period of Performance (POP) ended on May 27, 2016, then continued these services for the Diversion Authority under Task Order No. 7, whose POP ended on December 15, 2016. Specific WP42 elements include:
    a. WP-42A.1/A.3 – In-Town Levees – 4th Street Pump Station and Floodwall
    b. WP-42A.2 – In-Town Levees – 2nd Street Pump Station and Floodwall
    c. WP-42C.1 – Downtown Levees – Howard Johnson, Fargo Public School, and Feder Realty Demolition
    d. WP-42C.2 – Downtown Levees – Park East Apartments Demolition
    e. WP-42F.1S – Flood Control 2nd St N, South of PS
    f. WP-42F.1N – Flood Control 2nd St N, North of PS
    g. WP-42F.2 – Flood Control 2nd Street South
    h. WP-42H.2 – El Zagal Phase 2 Levee
    i. WP-42I.1 – Mickelson Field Levee Extension
2. Construction Management Services for Work Package 43 (Oxbow-Hickson-Bakke Ring Levee) projects designed by HMG for the PROJECT, and Construction Monitoring of projects in Oxbow-Hickson-Bakke, which consist of the golf course, single-family home construction, and the Oxbow-Hickson-Bakke Ring Levee for which the OWNER has financial responsibility, but is not the contracting party for construction contracts. Additionally, CONSULTANT will manage related Professional Services contracts. CONSULTANT previously performed these services for the CCJWRD under Task Order No. 2, whose POP ended on May 27, 2016, then continued these services under Task Order No. 3, whose POP ended on January 13, 2017. CONSULTANT understands that the CCJWRD is the contracting party for construction contracts for the Oxbow-Hickson-Bakke project. CONSULTANT will answer to and comply with all CCJWRD work directives that are consistent with the scope and level of effort described in this Task Order, in furtherance of its responsibilities as the contracting party for the Oxbow-Hickson-Bakke Ring Levee. The following construction contracts and professional services contracts are expected to be active during the duration of this Task Order 1:

    Construction Management

    a. WP-43E.2C – Residential Demolition
    b. WP-43E.2D – Residential Demolition
    c. WP-43E.2E – Residential Demolition
    d. WP-43B.1/C/D – Oxbow-Hickson-Bakke Ring Levee Phase B.1/C/D

    Construction Monitoring

e. Oxbow Country Club – Golf Course Reconfiguration and Reconstruction

f. City of Oxbow – Construction of replacement single family homes, including landscaping

Professional Services Management

g. Quality Assurance Testing and Inspection – Terracon

h. Engineering Services During Construction – HMG

3. Construction Management and related services include the following:

   a. Services During Bidding - Provide CM staff and assistance during the bidding process for contracts identified for bid during the Task Order POP. This may include, but not be limited to:

      i. Arrange and facilitate a pre-bid conference and site visit.

      ii. Assist as required with the development of addenda.

      iii. Attend the bid opening.

      iv. Prepare conformed Contract Documents from the Bidding Documents and Addenda.

      v. Print up to fifteen (15) copies of conformed Contract Documents per project.

      vi. Assist OWNER with execution of Contract Award Documents.

   b. Services During Request for Qualifications (RFQs) - Assist OWNER in procuring firms to provide professional services related to hazardous materials identification and material testing (soils, concrete, etc.). This assistance may include, but not be limited to:

      i. Develop RFQs.

      ii. Advertise and distribute RFQs.

      iii. Receive and assist OWNER in evaluating Statements of Qualifications.

      iv. Making Recommendations of Award to OWNER.

      v. Assist OWNER in development of contracts, task orders, and scopes of work.

      vi. Assist OWNER with execution of Contracts.

   c. Construction Management - Comply with the general guidelines of the Memorandum for Record No. 018 (MFR 018) “Fargo-Moorhead Metro (FMM) Flood Risk Management (FRM) Project – Sponsor Constructed Features Roles and Responsibilities” between the Diversion Authority, USACE, and the Program Management Consultant as modified herein. Provide Construction Management staff to fulfill the duties of OWNER’s Representative in accordance with the specific requirements of the Contract Documents for each project, including:

      i. Monitor overall schedule.

      ii. Develop project documentation guidelines for OWNER’s design consultant.

      iii. Facilitate one or more Partnering meetings.

      iv. Prepare a project specific supplement to the Master Construction Management Plan for each project.

      v. Prepare a Monthly Report for each project covering the period from contract award through contract closeout, including the contract award amount, amount

paid to date, current construction schedule, description of recent progress, issues encountered since the last report along with resolutions, and modifications and/or change orders issued.

vi. Prepare a Final Construction Report following completion of each project feature.

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

d. Quality Assurance

i. Develop the QA Plan as part of the Construction Management Plan for each project. Coordinate Engineer's efforts to define the expectations for type, frequency, and responsibility (if not already given in the Specifications) for tests and inspections.

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

iii. Coordinate Construction Checkpoint meetings with USACE to allow them opportunity to inspect QA documentation to date and review of construction progress.

iv. Prior to acceptance or graduated acceptance of a project feature construction contract, coordinate a pre-final inspection to verify the contract requirements have been met and the design intent is represented in the completed construction.

v. Perform warranty inspections after completion of construction, as requested by OWNER.

e. Administer Professional Services Contracts

i. Administer OWNER's contracts with materials testing and inspection firms including Braun Intertec and Terracon. Monitor performance, schedule, and budget, and prepare contracts and contract management recommendations to the OWNER as appropriate.

ii. Administer OWNER's contracts with Engineer for engineering Services during Construction on construction projects for which Engineer is the Designer of Record ("DOR"). Manage Engineer's activities related to technical inspections, review and response to project documentation (submittals, RFIs, etc.), and other Quality Assurance and project execution services. Monitor performance, schedule, and budget, and prepare contract management recommendations to the OWNER as appropriate.

4. Surveying Services

a. Support OWNER's Representative duties and QA requirements for each project requiring surveying services, currently expected to be those under Work Package 43. Perform the following survey tasks in accordance with MFR-015, Survey Standards:

i. Additional project control, if required.

ii. Benchmark checks during construction.

iii. Existing condition surveys.

iv. As-built construction surveys.

v. Quantity surveys for Contractor's monthly payment application.

vi. QA surveys to spot check Contractor construction staking, grades, elevations, etc. as needed.

b. Store, maintain, license, and insure survey equipment owned by the CCJWRD.

5. Reporting

a. Attend OWNER's twice-monthly Board Meetings to report on progress and activities, and provide or present informational materials, as requested by OWNER.

b. Attend CCJWRD's twice-monthly Board Meetings, as needed, to report on progress and activities, and provide or present informational materials, as requested by OWNER or CCJWRD.

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

d. Coordinate with legal counsel, including Ohnstad Twichell, P.C. and Erik R. Johnson & Associates.

6. On-Call Services - Respond to requests for services from OWNER for tasks not included above. Services will be provided only with written authorization from OWNER.

7. Deliverables and Schedule

The above scope requires the following regular deliverables, with additional on-call services deliverables as requested:

Table 2 – Summary of Task M Deliverables

Task	Deliverable	Transmit To	When
CM	PROJECT Construction Management Plan	OWNER, Engineer, USACE	Once, by start of field work
QA	Quality Assurance Plan (included in CMP)	OWNER, Engineer, USACE	Once, by start of field work
CM	PROJECT Monthly Progress Report	OWNER, Engineer, USACE	Monthly, before second Thu of next month
General	Monthly Status Report	OWNER	Monthly, by end of second week of following month
CM	PROJECT Final Construction Report	OWNER, Engineer, USACE	Once, within 1 month of contract close-out
QA	Final record of QA data	OWNER, Engineer, USACE	Once, within 2 months of contract close-out

Deliver to the DOR any and all day-to-day contract observation reports so as to permit the DOR to certify the levees as constructed.

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

1. Preparing Technical Specifications or Drawings for the Bidding Documents and Contract Documents.
2. Scoping or managing utility removal, installation, or relocation.
3. Management of pre-demolition hazardous materials testing and inspection services.
4. Future non-P3 work packages/contracts which have not been awarded as of January 1, 2017.

Task 1.M-Asset Management Planning

The objective of Task 1.M is to develop strategy and tactics for the management of the physical assets installed as part of the PROJECT. The Asset Management Plan will address handoff and accountability of assets, review of manuals regarding routine operations and maintenance, and approaches for maximizing value provided by those assets when not in use for flood mitigation.

The scope of services for Task 1.M includes the following:

1. Working closely with the OWNER, develop a framework for the transfer and accountability of assets to the managing entity.
2. Evaluate and present for consideration a set of potential uses for assets when not in use for flood mitigation.
3. Evaluate and refine potential uses, develop an overall strategy and individual tactics considering environmental, social, and economic objectives
4. Deliverables:
    a. Deliver a draft Asset Management Plan by December 31, 2017.
    b. Finalize the Asset Management Plan by April 1, 2018.

Obligations of OWNER:

OWNER's responsibilities shall be as shown Sections Thirty-two (32) through Forty (40), inclusive, of the AGREEMENT and Attachment A to this Task Order 1.

Times for Rendering Services:

Start: January 14, 2017
End: April 1, 2018

Budget and Payments to CONSULTANT:

The budgetary amount established for services under this Task Order 1 is **$23,436,000**. Compensation and payments are as per the AGREEMENT, including the cost reimbursement provisions.

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

The expected distribution of budgetary amounts by task in this Task Order 1 are shown in the table below:

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Task Order 1 Budgetary Breakdown		
Billing Group	**Description**	**Budget Amount**
Group 1 Services	**Core Program Management**	**$10,892,000**
	Task A – Program Level Services	
	Task B – Financial Support	
	Task C – Program Controls and Reporting	
	Task D – Contract Administration	
	Task E – Technical and PROJECT Support	
	Task F – Permitting and Permit Compliance Support	
	Task G – Federal and Legislative Support	
	Task H – Public Involvement and Outreach	
	Task M – Asset Management Planning	
Group 2 Services	**P3 Procurement and Implementation**	**$6,433,000**
	Task I – P3 Procurement Support	
	Task J – P3 Construction Oversight Services Planning	
Group 3 Services	**Lands and Impact Mitigation**	**$4,444,000**
	Task K – Lands Rights Management and Impact Mitigation	
	Sub-Task K.1 – Property Acquisition Management	
	Sub-Task K.2 – Property Surveying Services	
	Sub-Task K.3 – Property Management	
	Sub-Task K.4 – Impact Mitigation Support	
Group 4 Services	**Construction Management**	**$1,667,000**
	Task L – Construction Management for non-P3 Work	
	In-Town Levee General PM/CM Services	
	WP-42A.1/3 – 4th Street Pump Station and Floodwall	
	WP-42A.2 – 2d Street Pump Station and Floodwall	
	WP-42C.1 – Howard Johnson, Fargo PS, etc. Demolition	
	WP-42C.2 – Park East Apts Demolition	
	WP-42F.1S – Flood Control 2d Street N, South of PS	
	WP-42F.1N – Flood Control 2d Street N, North of PS	
	WP-42F.2 – Flood Control 2d Street S	
	WP-42H.2 – El Zagal Phase 2 Levee	
	WP-42I.1 – Mickelson Field Levee Extension	
	Oxbow-Hickson-Bakke General PM/CM Services	
	WP-43E.2C – Residential Demolition	
	WP-43E.2D – Residential Demolition	
	WP-43E.2E – Residential Demolition	
	WP43B.1/C/D – Oxbow-Hickson-Bakke Ring Levee	
	General On-Call Services	
	Task Order 1 Total Budgetary Amount	**$23,436,000**

Note: CONSULTANT office space expenses are included in the Group 1 Services budget.

Other Modifications to AGREEMENT: None

Sub-consultants: AE2S, Inc.

Attachments: Attachment A - OWNER's Responsibilities
Exhibit 1 – Property Acquisition Workflow
Exhibit 2 – Property Acquisition Schedule

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Documents Incorporated By Reference: Standard Master Agreement for Professional Services between the OWNER and CONSULTANT dated January 13, 2017, and any attachments and executed amendments. Approval and Acceptance of this Task Order 1, including the attachments listed above, shall incorporate this document as part of the AGREEMENT. CONSULTANT is authorized to begin performance as stated herein.

Effective Date of this Task Order: January 14, 2017

This Task Order 1 and the services covered by this Task Order 1 will be performed in accordance with the provisions and any attachments or schedules of the AGREEMENT. This Task Order 1 will become a part of the referenced AGREEMENT when executed by both parties.

Metro Flood Diversion Authority		**CH2M HILL ENGINEERS, INC.**	
Signature:		Signature:	
Name	Timothy J. Mahoney	Name (printed):	Sherrill Doran
Title:	Chairman, Diversion Authority Board	Title:	Vice President
Date:		Date:	

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Attachment A
OWNER's Responsibilities

1. Track and report funding status.
2. Track WIKS/LERRDs crediting and report to USACE (if required).
3. Assist with communications on agricultural mitigations to landowners, agencies, and elected leaders.
4. Designate OWNER's staff lead to coordinate each ongoing cross-functional (technical, outreach, land, policy) action such as Oxbow/Hickson/Bakke levee, staging area mitigation planning, and phased construction planning.
5. Review, process, and pay invoices for OWNER-held agreements and task orders.
6. Designate OWNER's staff to coordinate Authority governance activities such as JPA extensions, FY18 OWNER's Budget development, Construction MOU negotiations, Work In-Kind requests and other agreements.
7. Lead and facilitate Admin Advisory Staff meetings; monthly Board and Committee meetings; and Joint Program Management Board and Executive Leadership Council meetings.
8. Execute agreements to implement the project as approved.
9. Continue the agreement with ACONEX, subject to approval by the DA Board, to provide an EDMS platform and host an "ACONEX Local Copy" on the OWNER's IT infrastructure.
10. Participate in public outreach, legislative support and market engagement activities.

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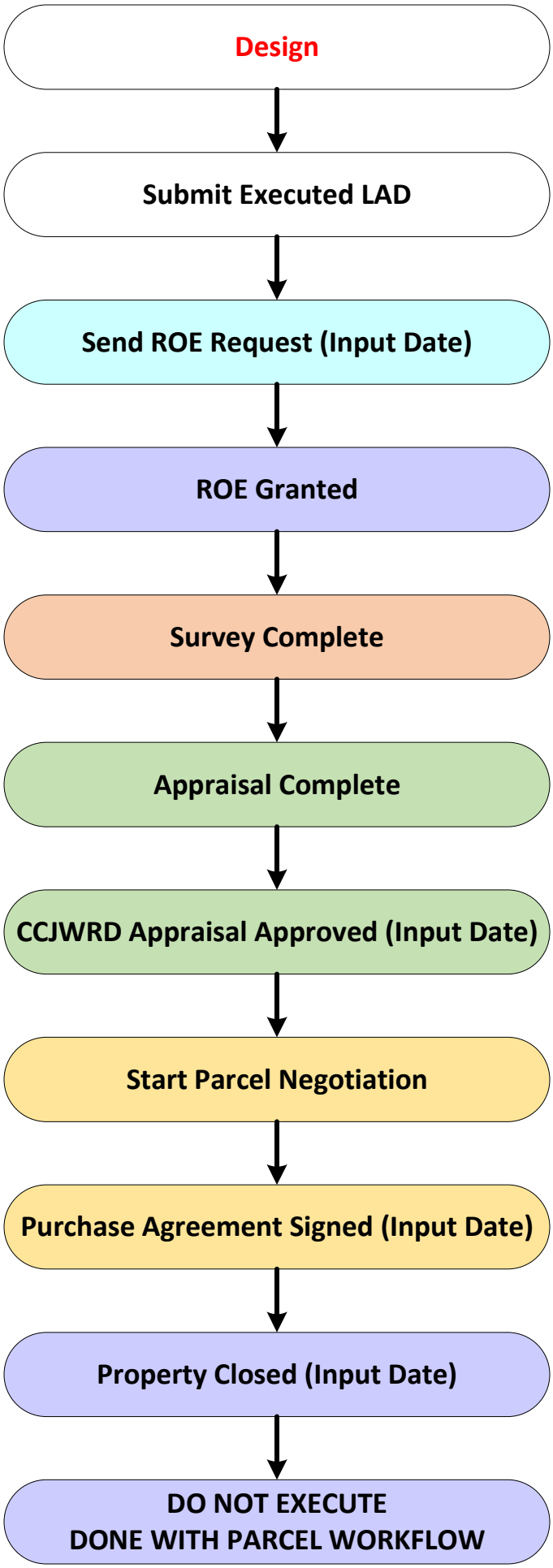
EXHIBIT 1

FLOOD DIVERSION AUTHORITY

Master Land Acquisition Workflow Diagram



Acronyms

LAD – Land Acquisition Directive
ROE – Right of Entry
CCJWRD – Cass County Joint Water Resources District

EXHIBIT 2

Property Acquisition Schedule1

Major Project Element	Work Package[2]	State	Work Limits Defined by Designer	Start Property Acquisition[3]	Notification to Property Owners[4]	Final Design Complete	Final Permit Application	Complete Property Acquisition	Permit Issuance (Goal)	Number of Parcels Impacted	Land Firm
Features Constructed by Diversion Authority using Public-Private-Partnership (P3)											
Diversion Channel Phase 1[5]	DC1A	ND	June 2016	June 2016	July 2016	Nov 2017	Nov 2017	Nov 2017	Dec 2017	41	HMG
	DC1B	ND	June 2016	June 2016	July 2016	Nov 2017	Nov 2017	Nov 2017	Dec 2017	49	Ulteig
Diversion Channel Phase 2	DC2	ND	June 2017	June 2017	July 2017	Nov 2018	Nov 2018	Nov 2018	Dec 2018	80	
Diversion Channel Phase 3	DC3	ND	June 2017	August 2017	Aug 2017	Nov 2019	Nov 2019	Nov 2019	Dec 2019	210	
Features Constructed by Diversion Authority											
CR16/17 Bridge & Road	WP28	ND	Feb 2016	Feb 2016	Jan 2016	Aug 2016	Aug 2016	April 2017	April 2017	13	HMG
Features Constructed by USACE											
Diversion Inlet Control Structure	WP26	ND	Feb 2016	Jan 2016	Jan 2016	June 2016	May 2016	June 2016	June 2016	3	HMG
Wild Rice Control Structure	WP30	ND	Jan 2017	Jan 2017	Feb 2017	April 2018	April 2018	April 2018	May 2018	9	
I-29 Road Raise	WP31	ND	Jan 2017	Jan 2017	Feb 2017	April 2018	April 2018	April 2018	May 2018	-[6]	
Red River Control Structure	WP35	MN	Jan 2018	Jan 2018	Feb 2018	April 2019	April 2019	April 2019	May 2019	8	
Southern Embankment (ND)[7]	WP27	ND	Jan 2018	Jan 2020	Feb 2018	April 2021	April 2021	April 2021	May 2021	20	
CR 81 Road Raise	WP33	ND	Jan 2018	Jan 2018	Feb 2018	April 2021	April 2021	April 2019	May 2021	4	
Southern Embankment (MN)[8]	WP29	MN	Jan 2019	Jan 2019	Feb 2019	April 2019	April 2019	April 2020	May 2019	29[9]	
BNSF Moorhead Line Raise	WP29	MN	Jan 2019	Jan 2019	Feb 2019	April 2019	April 2019	April 2020	May 2019	-	
HWY 75 Bridge/Raise	WP29	MN	Jan 2019	Jan 2019	Feb 2019	April 2019	April 2019	April 2020	May 2019	-	
Limited Service Spillway	WP39	ND	Jan 2020	Jan 2020	Feb 2020	April 2022	April 2022	April 2021	May 2022	17	
Comstock Ring Levee	WP52	MN	Jan 2020	Jan 2020	Feb 2020	April 2020	April 2020	April 2021	May 2020	18	
Upstream Retention Area	WP38	ND	Jan 2018	Jan 2018	Feb 2018	-	-	April 2022	May 2022	513[10]	
	WP38	MN	Jan 2018	Jan 2018	Feb 2018	-	-	April 2022	May 2022	324	

NOTE: The property rights in the Upstream Retention Area will be acquired prior to the Project being operational, which is after the final segment of the embankment is constructed.

[1] *Based on proposed P3 and USACE schedules from February 2016.*
[2] *See associated maps for location of work packages and impacted parcels.*
[3] *The work limits defining property acquisition needs are generally expected at the 65 percent design level.*
[4] Initial notification shall be a letter from the acquiring entity, introducing the Land Agent, who will follow-up with separate correspondence indicating an intent to acquire, the process for acquisition, and an offer to meet.
[5] *Diversion Channel Phase 1 includes Maple River & Sheyenne River Aqueduct Structures.*
[6] *Parcels for the I-29 Road Raise are the same as those for the Wild Rice Control Structure.*
[7] *The southern embankment in ND will likely be designed and constructed in three (3) phases.*
[8] *The southern embankment in MN will likely be designed and constructed in two (2) phases.*
[9] *Parcels for the southern embankment in MN include the properties needed for the BNSF and HWY 75 projects.*
[10] *Upstream retention area property rights will affect approximately 838 parcels in ND and MN.*

Execution Copy

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Related to:

THE
FARGO-MOORHEAD AREA DIVERSION PROJECT

BY AND BETWEEN

METRO FLOOD DIVERSION AUTHORITY
as Diversion Authority

and

CH2M HILL ENGINEERS, INC.
as CH2M

Dated as of January 13, 2017

This instrument was drafted by:
Ohnstad Twichell, P.C.
John T. Shockley
P.O. Box 458
West Fargo, North Dakota 58078-0458

Table of Contents

1. EMPLOYMENT 1
2. DEFINITIONS 1
3. AUTHORIZATION TO PROCEED 3
4. PRIOR AGREEMENTS 3
5. REQUIRED MEETINGS 3
6. SCOPE OF SERVICES 3
7. CHANGES TO SCOPE OF SERVICES 4
8. RESPONSIBILITY FOR ERRORS OR DELAYS FROM INACCURATE DATA 4
9. TASK ORDERS 4
10. PERSONNEL 4
11. PERSONNEL IDENTIFIED FOR PROJECT DELIVERY 4
12. SUBCONTRACTORS 5
13. TERM 5
14. EXTENSION OF TERM 5
15. COMPENSATION 5
16. INVOICING AND PAYMENT 7
17. RELATIONSHIP BETWEEN PARTIES 8
18. REPRESENTATIONS AND WARRANTIES 8
19. OFFICE SPACE 9
20. WORKING RELATIONSHIP 10
21. INDEPENDENT PROFESSIONAL JUDGMENT 10
22. STANDARD OF CARE 11
23. SUBSURFACE INVESTIGATIONS 11
24. CH2M'S PERSONNEL AT CONSTRUCTION SITE 11
25. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES 12
26. CONSTRUCTION PROGRESS PAYMENTS 12
27. RECORD DRAWINGS 12
28. CONSULTANT'S INSURANCE 12
29. THIRD PARTY DESIGNERS 16
30. OPEN RECORDS 17
31. DATA FURNISHED BY THE DIVERSION AUTHORITY 17
32. ACCESS TO FACILITIES AND PROPERTY 17

33. ADVERTISEMENTS, PERMITS, AND ACCESS 17
34. TIMELY REVIEW 17
35. PROMPT NOTICE 17
36. ASBESTOS OR HAZARDOUS SUBSTANCES 17
37. CONTRACTOR INDEMNIFICATION AND CLAIMS 18
38. OWNER'S INSURANCE 18
39. LITIGATION ASSISTANCE 18
40. INDEMNIFICATION 19
41. LIMITATION OF LIABILITY 19
42. BREACH AND REMEDIES 19
43. TERMINATION 20
44. ADDITIONAL PAYMENT 21
45. SUSPENSION, DELAY, OR INTERRUPTION OF WORK 21
46. NOTICE 21
47. PROHIBITION AGAINST ASSIGNMENT 22
48. NO THIRD PARTY BENEFICIARIES 22
49. CONSEQUENTIAL DAMAGES 22
50. MATERIALS AND SAMPLES 22
51. CONSULTANT'S DELIVERABLES 22
52. ACCESS TO CH2M's ACCOUNTING RECORDS AND AUDIT RIGHTS 22
53. OWNERSHIP 23
54. REUSE OF PROJECT DOCUMENTS 25
55. CONFIDENTIAL INFORMATION AND PUBLICITY 25
56. MODIFICATION 26
57. FORCE MAJEURE 26
58. WAIVER 26
59. BINDING EFFECT 27
60. NEGOTIATED AGREEMENT 27
61. INTEGRATED SERVICES 27
62. SEVERABILITY AND SURVIVAL 27
63. WAIVER OF JURY TRIAL 27
64. CONTROLLING LAW AND VENUE 28
EXHIBIT A – TASK ORDER 1, SCOPE OF SERVICES A-1

Attachment A – OWNER's Responsibilities
Exhibit 1 – Property Acquisition Workflow
Exhibit 2 – Property Acquisition Schedule

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made as of January 13, 2017, by and between the Metro Flood Diversion Authority ("Diversion Authority") and CH2M HILL Engineers, Inc. ("CH2M") (collectively, the "parties").

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

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

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

WHEREAS, the Diversion Authority has selected CH2M to provide the Diversion Authority with program management services, subject to the oversight of the Co-Executive Directors, Executive Director, and the Diversion Authority Board; and

WHEREAS, the Diversion Authority desires to enter into a master agreement for professional services with CH2M and retain CH2M to provide program management services for the Fargo-Moorhead (FM) Area Diversion Project, commencing on January 13, 2017.

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

1. EMPLOYMENT. The Diversion Authority hires CH2M, which accepts the hiring with the Diversion Authority pursuant to this Agreement. CH2M is an independent contractor under this Agreement. Nothing in this Agreement shall be construed to create an employer-employee relationship between the parties.

2. DEFINITIONS. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this Agreement as defined in this Section, unless a different meaning clearly applies from the context.

   "Agreement" means this Master Agreement for Professional Services by and between the Metro Flood Diversion Authority and CH2M Hill, Inc.

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

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

"City of Fargo" means the City of Fargo, a North Dakota Home Rule City and political subdivision of the State of North Dakota.

"Consultant" means the individual or entity with which the Owner has contracted for performance of the services as set forth in this Agreement.

"Diversion Authority Board" means the Governing Body of the Metro Flood Diversion Authority.

"Effective Date" means January 13, 2017.

"Executive Director" means the Chief Administrative Officer of the Metro Flood Diversion Authority. The term also includes Co-Executive Director.

"Fargo-Moorhead Metropolitan Area" means Fargo, North Dakota, Moorhead, Minnesota, and surrounding communities; it is further defined by the United States Census Bureau as comprising all of Cass County, North Dakota, and Clay County, Minnesota, which includes the cities of Dilworth, Minnesota, West Fargo, North Dakota, and numerous other towns and developments from which commuters travel daily for work, education, and regular activities.

"Fargo-Moorhead Metropolitan Area Flood Risk Management Project" has the same definition as "Project" in this Agreement and is the name given to the Project by the USACE.

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

"Governing Body" means the body which performs the legislative and governmental functions of a political subdivision, including but not limited to, a board, council, or commission. For example, the Cass County Commission, the Clay County Commission, the Moorhead City Council and the Fargo City Commission are the Governing Body of each of said entities as the board for the CCJWRD is the Governing Body for that entity.

"JPA" or "Joint Powers Agreement" means the agreement dated as of June 1, 2016, by and between the Member Entities.

"LJPA" or "Limited Joint Powers Agreement" means the agreement dated July 11, 2011, and subsequently amended, which was entered into between the City of Moorhead, the City of Fargo, Clay County, Cass County, the Buffalo-Red River Watershed District and the Cass County Joint Water Resource District in order to cooperate in the planning and design phase of the Locally Preferred Plan.

"Member Entities" shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and Cass County Joint Water Resource District.

"Metro Flood Diversion Authority" means the political subdivision created by the LJPA and continued through and vested with the powers set forth in the JPA.

"Owner" means the individual or entity with which the Consultant has contracted regarding the services set forth herein, and which has agreed to pay Consultant for the performance of the services, pursuant to the terms of this Agreement.

"Person" means any natural or legal person, county, city, municipality, political subdivision, public benefit corporation, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority, or other entity.

"Project" means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013.

3. AUTHORIZATION TO PROCEED. Execution of this Agreement by the Diversion Authority will be authorization for CH2M to proceed with the work, unless otherwise provided for in this Agreement.

4. PRIOR AGREEMENTS. Any prior agreements between the Diversion Authority or its Member Entities and CH2M shall, upon execution of this Agreement, be terminated and have no further force and effect. This Agreement shall supersede the prior agreement, dated August 22, 2013, between the Cass County Joint Water Resource District ("CCJWRD") (a Diversion Authority Member Entity) and CH2M. Upon execution of this Agreement, the August 22, 2013 agreement between the CCJWRD and CH2M shall terminate and have no further force and effect. CH2M shall send the final invoice pursuant to the CCJWRD and CH2M agreement no later than January 31, 2017. If CH2M fails to send the final invoice by such date, the Diversion Authority and/or the CCJWRD reserves the right to withhold payment for the services reflected in the final invoice.

5. REQUIRED MEETINGS. On the first Tuesday of every month during the term of this Agreement, CH2M's Program Director and Program Manager will meet with the Diversion Authority Executive Director and/or Co-deputy Executive Directors to discuss, coordinate, and build a consensus around the intended services to be performed during that month. CH2M will also be responsible for attending and providing a programmatic update at the first Diversion Authority Board meeting of each and every month.

6. SCOPE OF SERVICES. CH2M's detailed scope of services, work schedule, and cost budget will be mutually agreed upon in writing and set forth in Task Orders issued by the Diversion Authority under this Agreement. Each Task Order will specifically refer to and incorporate this Agreement by reference, and the provisions of this Agreement shall apply to all Task Orders. In general, CH2M's services will include services in support of the Fargo-Moorhead Area Diversion Project as mutually agreed upon between the parties.

The Diversion Authority reserves the right to request similar advisory services on other assignments/projects that are not listed in Exhibit A-Scope of Services under the condition of an "as needed" scope of services.

7. CHANGES TO SCOPE OF SERVICES. The Diversion Authority may make or approve changes within the general scope of services in this Agreement. If such changes affect CH2M's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

8. RESPONSIBILITY FOR ERRORS OR DELAYS FROM INACCURATE DATA. CH2M and the Diversion Authority acknowledge that the reliability of CH2M's services depends upon the accuracy and completeness of the data supplied to CH2M. The Diversion Authority accepts sole responsibility for errors or delays in services resulting from inaccurate or incomplete data supplied to CH2M, and the Diversion Authority acknowledges and agrees that any additional services thereby necessitated will result in additional fees payable by the Diversion Authority to CH2M. CH2M must receive promptly the information to deliver the Services as well as the Diversion Authority's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Services, such as a change in the nature of the Diversion Authority's products or equipment, systems, and/or processes that are the focus of CH2M's service(s).

9. TASK ORDERS. CH2M shall receive assignments for work under this Agreement through Task Orders authorized and provided by the Diversion Authority. The Diversion Authority shall compensate CH2M only for work contained within the Task Orders. If CH2M engages in work beyond the scope of a Task Order, the Diversion Authority shall not compensate CH2M for that work, unless agreed to in writing by the Diversion Authority prior to the work being completed. All amendments to Task Orders must be authorized and provided by the Diversion Authority in writing.

10. PERSONNEL. CH2M must provide the services of a "Program Manager" and designated CH2M associates and employees under his or her management. All persons assigned by CH2M to perform services under this Agreement shall be fully qualified to perform the work assigned to them. CH2M shall devote such personnel and resources, time, attention and energies to the Diversion Authority's business as are necessary to fulfill the duties and responsibilities required by the Diversion Authority. CH2M must endeavor to minimize turnover of personnel performing services under this Agreement. If the Diversion Authority is dissatisfied with any of CH2M's personnel, the Diversion Authority reserves the right to require removal of those personnel from the Task Order. The Diversion Authority shall provide CH2M with a written statement, including reasonable detail, outlining its reasons for desiring removal. Replacement personnel for the removed person shall be fully qualified for the position.

11. PERSONNEL IDENTIFIED FOR PROJECT DELIVERY. CH2M agrees and acknowledges that the following specifically identified individuals shall be assigned the following roles for this Agreement (hereinafter "Key Personnel"):

Individual	Position	Compensation Position	Hourly Rate	Email
Martin Nicholson	Program Director	Principal-in-Charge	$416	Martin.Nicholson@CH2M.com
Randy Richardson	Program Manager	Program Manager	$386	Randy.Richardson@CH2M.com
Andrew Dobson	Principal P3 Specialist	Principal P3 Specialist	$431	Andrew.Dobson@CH2M.com
John Glatzmaier	Technical Lead	Task Manager	$291	John.Glatzmaier@CH2M.com

CH2M shall use its Best Efforts to assure that Key Personnel are available to provide services to the Project and as points of contact for the Co-Executive Directors and General Counsel of the Diversion Authority. In the event that any of the Key Personnel are not available for the Project, CH2M shall notify the Co-Executive Directors of the Diversion Authority within ten (10) days of the Key Personnel's non-availability. CH2M shall provide the resumes of the individual(s) it is proposing to replace the non-available Key Personnel and the Diversion Authority will review the resume and may approve the new Key Personnel. The Diversion Authority will act in Good Faith and in a reasonable manner when reviewing and approving new Key Personnel. In the event that the Diversion Authority determines that the new Key Personnel are not acceptable, CH2M will propose new Key Personnel.

12. SUBCONTRACTORS. CH2M may enter into agreements with subcontractors in furtherance of their services under this Agreement, as approved by the Co-Executive Directors.

13. TERM. Unless terminated under Section Forty-Three (43), Termination, this Agreement shall remain in full force and effect for a period of approximately three (3) years from the date of execution on January 13, 2017, through December 31, 2019. Task Order 1-Scope of Services, attached hereto as Exhibit A, shall become effective on January 13, 2017, and will expire on April 1, 2018. This Agreement shall take full force and effect on January 13, 2017, upon approval and execution by the Diversion Authority Board. Upon expiration of the initial term of this Agreement, this contract may be renewed by mutual agreement of the parties.

14. EXTENSION OF TERM. This Agreement may be extended by written Amendment. If this Agreement expires before the completion of a Task Order, the Agreement shall be deemed to have been extended until the completion of services under the applicable Task Order.

15. COMPENSATION. For all services rendered by CH2M, the Diversion Authority will pay CH2M based on the time spent by those CH2M team members working on the Project and the hourly charging rates applicable to those CH2M team members, plus office space costs as set forth in Article 19 of this Agreement, plus subcontracts with non CH2M-affiliated Companies and Outside Services, plus a service charge of ten percent (10%) on Subcontracts and Outside Services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. Time will be tracked and billed in one (1) hour

increments for each CH2M team member. CH2M's Hourly Rates for services rendered through December 31, 2018, are listed below. Beginning January 1, 2019, Hourly Rates may be increased based on mutual agreement, but will not be increased by an amount exceeding three percent (3%) of the 2017 and 2018 rates. (For example, the 2019 rate of an office assistant cannot exceed $86.52 per hour).

2017-2018 Rates	
Labor Classification	Hourly Rate
Principal P3 Specialist	$431
Principal in Charge/Senior Advisor	$416
Program Manager	$386
Dep. Program Manager	$362
P3 Specialist	$330
PM/Sr. Task Manager	$315
Task Manager	$291
Senior Engineer/ Sr. Scientist	$232
Assoc. Engineer/ Scientist	$178
Sr. Tech/Procurement	$166
Staff Engineer/Scientist	$148
Staff Technician	$137
Jr. Technician/Accounting	$113
Administrative	$101
Office Assistant	$84

The Diversion Authority will compensate CH2M as set forth above and in accordance with each Task Order. Work performed under this Agreement may be performed using labor from affiliated companies of CH2M. Such labor will be billed to the Diversion Authority under the same billing terms applicable to CH2M's employees.

The compensation is payable following the end of each month upon submission by CH2M of a monthly invoice setting forth the services performed in that month on behalf of the Diversion Authority. Invoices shall be sent as required in Section 16 of this Agreement. Invoices are due and payable within thirty (30) days of receipt. If a work order issued under this Agreement contains a not-to-exceed compensation amount, the Diversion Authority will only pay compensation to CH2M for fees and/or expenses that are less than or equal to the not-to-exceed amount stated on the work order, unless the work order has been amended pursuant to Section Seven (7) of this Agreement.

A. **Budget**. Budgetary amounts, excluding taxes, will be established for each Task Order executed under the Agreement. CH2M will make reasonable efforts to complete the work within the budget and will keep the Diversion Authority informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. CH2M is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the Diversion Authority obligated to pay CH2M beyond these limits. When any budget has been increased, CH2M's costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

B. **Hourly Rates**. Hourly rates are those hourly rates charged for work performed on the Project by CH2M's employees of the indicated classifications. These rates include all allowances for salaries, overhead, fees, and all expenses, but do not include allowances for subcontracts, outside services, or office space costs allowed by this Agreement.

16. INVOICING AND PAYMENT.

A. CH2M must submit invoices to the Diversion Authority on the fifteenth (15^{th}) day of each month for all services provided and allowed expenses incurred during the preceding month. CH2M's Program Manager must personally review each invoice before it is sent to the Diversion Authority to determine its accuracy and fairness, and to ensure the invoice complies with the requirements in this Agreement. Each invoice will be processed by the Diversion Authority for the following month.

B. CH2M must submit each original invoice to:

Metro Flood Diversion Authority
APInvoicesFMDiv@ch2m.com
c/o Nathan Boerboom
N.Boerboom@cityoffargo.com

C. CH2M's invoices must be detailed and precise. CH2M's invoices must clearly indicate fees and expenses incurred for the current billing period month and include at least the following information:

(1) CH2M's name and address;
(2) CH2M's federal employer identification number;
(3) Unique invoice number;
(4) Billing period;
(5) Description of each activity performed for each day in which services were performed;
(6) Work order number associated with each activity, in accordance with the Task Order Budgetary Breakdown;
(7) Name, billing rate, and hours worked by each person involved in each activity, in accordance with the Task Order Budgetary Breakdown;
(8) Total amount of fees and costs "billed to date," including the preceding month; and
(9) Preferred remittance address, if different from the address on the invoice's coversheet
(10) All of the work performed during that billing period, in accordance with the Task Order Budgetary Breakdown.

D. CH2M's invoice must be printed on a printed bill head and signed by the Program Manager or other authorized signatory.

E. CH2M must keep copies of invoices and receipts and provide copies for the Diversion Authority's review upon request.

F. After the Diversion Authority receives CH2M's invoice, the Diversion Authority will either process the invoice for payment or give CH2M specific reasons, in writing within fifteen (15) business days, why part or all of the Diversion Authority's payment is being withheld and what actions CH2M must take to receive the withheld amount.

G. In the event of a disputed billing, only the disputed portion will be withheld from payment, and the Diversion Authority shall pay the undisputed portion. The Diversion Authority will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

H. Payment does not imply acceptance of services, that expenses are allowable, or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, CH2M must credit any payment in error from any payment that is due or that may become due to CH2M under this Agreement.

I. The Diversion Authority will be charged interest at the rate of one-half percent (1/2%) per month, or that permitted by law if lesser, on all past-due amounts starting thirty (30) days after receipt of invoice. Payments will be first credited to interest and then to principal.

J. If the Diversion Authority fails to make payment in full within thirty (30) days of the date due for any undisputed billing, CH2M may, after giving seven (7) days' written notice to the Diversion Authority, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, CH2M will have no liability to the Diversion Authority for delays or damages caused by the Diversion Authority because of such suspension.

K. CH2M must pay all fees, fines, taxes, or other costs of doing business related to the services, except for the expenses allowed under Section Fifteen (15) of this Agreement.

17. RELATIONSHIP BETWEEN PARTIES. CH2M is retained by the Diversion Authority only for the purposes and to the extent set forth in this Agreement, and its relationship to the Diversion Authority shall, during the period or periods of services under this Agreement, be that of an independent contractor. CH2M shall be free to use such portion of CH2M's entire time, energy and skill during the course of this Agreement to meet its contractual obligation to the Diversion Authority. Neither CH2M, nor its personnel, shall be considered to be employed by the Diversion Authority or entitled to participate in any plans, arrangements or distributions by the Diversion Authority pertaining to or in connection with any benefits accorded the Diversion Authority's regular employees. The Diversion Authority shall not be financially responsible to CH2M except for the payment of compensation and expenses specifically set forth in this Agreement, and shall not be responsible for the payment of any cost of living allowances, merit increases, medical insurance, public employee's retirement, life or disability coverage, sick leave or holiday pay or vacation pay or any benefit of any kind not specifically set forth in this Agreement. Likewise, the Diversion Authority shall not be responsible for wage or salary withholding to the federal or any state government.

18. REPRESENTATIONS AND WARRANTIES. CH2M represents and warrants that the following statements are true:

A. CH2M has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any member of the Diversion Authority with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

B. The Team Members performing the work hereunder have no interest that would constitute a conflict of interest with the Diversion Authority during the term of the Project. This does not preclude or prohibit other CH2M employees or representatives from working with other parties who may participate on the Project and have potential or actual adverse interest to the Diversion Authority.

C. This Agreement does not constitute a conflict of interest or default under any of CH2M's other agreements.

D. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect CH2M's ability to perform under this Agreement.

E. CH2M is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct.

F. During the term of this Agreement, CH2M must not take any action, or omit to perform any act, that may result in a representation and warranty becoming untrue. CH2M must immediately notify the Diversion Authority if any representation and warranty becomes untrue.

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

19. OFFICE SPACE. CH2M shall be responsible for the provision of all office space necessary to complete its work under the terms of this Agreement. Commencing on January 1, 2017 and extending through the Term of this Agreement, CH2M will invoice the Diversion Authority the following amounts:

Month	**Amount**
January 2017	$21,238
February 2017	$21,238
March 2017	$21,238
April 2017	$21,238
May 2017	$21,238
June 2017	$21,238
July 2017	$21,238
August 2017	$21,682
September 2017	$21,682

October 2017	$21,682
November 2017	$21,682
December 2017	$21,682
January 2018	$21,682
February 2018	$21,682
March 2018	$21,682
April 2018	$21,682
May 2018	$21,682
June 2018	$21,682
July 2018	$21,682
August 2018	$22,134
September 2018	$22,134
October 2018	$22,134
November 2018	$22,134
December 2018	$22,134
January 2019	$22,134
February 2019	$22,134
March 2019	$22,134
April 2019	$22,134
May 2019	$22,134
June 2019	$22,134
July 2019	$22,134
August 2019	$22,599
September 2019	$22,599
October 2019	$22,599
November 2019	$22,599
December 2019	$22,599

The Diversion Authority will only be responsible for such payments for months included in the period of performance in an approved Task Order.

20. WORKING RELATIONSHIP. CH2M's Program Director and Program Manager shall be the individuals that will engage with the Diversion Authority Board and the Diversion Authority's Executive Director(s). CH2M shall work in close cooperation and coordinate with the Diversion Authority's advisors: John T. Shockley, local counsel; Ashurst, LLP, P3 legal advisor; and Ernst & Young Infrastructure Advisors, financial advisor, under such terms and conditions as may be set from time to time by the Diversion Authority.

CH2M recognizes that the Diversion Authority has assigned to the CCJWRD the tasks of acquiring property rights in North Dakota and contracting for the Oxbow-Hickson-Bakke Ring Levee project. Under this Agreement, CH2M shall answer to and comply with all CCJWRD work directives in furtherance those responsibilities of the CCJWRD which are in accordance with CH2M's scope of work under Exhibit A.

21. INDEPENDENT PROFESSIONAL JUDGMENT. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by CH2M in

accordance with the independent professional judgment of each of its employees. CH2M shall require its personnel to perform the services rendered in accordance with accepted principals of its industry in the State of North Dakota. CH2M personnel are subject to the rules and regulations of any and all licensing and professional organizations or associations to which those personnel may from time to time belong, and the laws and regulations in the State of North Dakota.

22. STANDARD OF CARE. The standard of care applicable to CH2M's services will be the degree of skill and diligence normally employed by professional consultants or consultants performing the same or similar Services at the time said services are performed. CH2M will re-perform any services not meeting this standard without additional compensation.

23. SUBSURFACE INVESTIGATIONS. 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 CH2M.

24. CH2M'S PERSONNEL AT CONSTRUCTION SITE.

A. The presence or duties of CH2M's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M or CH2M's personnel in any way responsible for those duties that belong to the Diversion Authority and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

B. CH2M and CH2M's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CH2M's own personnel.

C. The presence of CH2M's personnel at a construction site is for the purpose of providing to the Diversion Authority a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CH2M 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.

D. 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.

25. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES.

A. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, CH2M has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, CH2M makes no warranty that the Diversion Authority's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from CH2M's opinions, analyses, projections, or estimates.

B. If the Diversion Authority wishes greater assurance as to any element of Project cost, feasibility, or schedule, the Diversion Authority will employ an independent cost estimator, contractor, or other appropriate advisor.

26. CONSTRUCTION PROGRESS PAYMENTS. Recommendations by CH2M to the Diversion Authority for periodic construction progress payments to the construction contractor(s) will be based on CH2M's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by CH2M to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CH2M has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to the Diversion Authority free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between the Diversion Authority and the construction contractors that affect the amount that should be paid.

27. RECORD DRAWINGS. 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. CH2M is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

28. CONSULTANT'S INSURANCE. CH2M shall maintain throughout this Agreement the following insurance:

A. CH2M shall purchase and maintain throughout this Agreement such insurance as is appropriate for the work being performed and as will provide protection from claims set forth below which may arise out of or result from CH2M's performance of the work and CH2M's other obligations under the Contract Documents, whether it is to be performed by CH2M, any subcontractor or supplier, or by anyone directly or indirectly employed

by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

(1) Claims under workers' compensation, disability benefits, and other similar employee benefit acts;

(2) Claims for damages because of bodily injury, occupational sickness or disease, or death of CH2M's employees;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than CH2M's employees;

(4) Claims for damages insured by reasonably available personal injury liability coverage which are sustained:

(a) by any person as a result of an offense directly or indirectly related to the employment of such person by CH2M, or
(b) by any other person for any other reason;

(5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

(6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

B. The policies of insurance required by this Section Twenty-Eight (28) will:

(1) With respect to insurance required by above paragraphs 28(A)(3) through 28(A)(6) inclusive, be written on an occurrence basis, included as additional insureds (subject to any customary exclusion regarding Professional liability and Workers Compensation) the Diversion Authority, the State of North Dakota, and any other individuals or entities identified, all of whom will be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured, and the insurance afforded to these additional insureds will provide primary coverage for all claims covered in the General Liability and Automobile Liability Policies;

(a) All insurance policies required under this Agreement, including the Excess or Umbrella Liability policies, must be from insurers rated “A-” or better by the A.M. Best Company, Inc.

(2) Include at least the specific coverages and be written for not less than the limits of liability specified or required by Laws or Regulations, whichever is greater;

(3) Contain a provision or endorsement that the coverage afforded will not be canceled or renewal refused until at least thirty (30) days prior written notice has been given

to the Diversion Authority and to each other additional insured identified to whom a certificate of insurance has been issued (and the certificates of insurance furnished by CH2M pursuant to this section will so provide);

(4) Remain in effect at least until final payment and at all times thereafter when CH2M may be correcting, removing, or replacing defective work;

(5) Include completed operations coverage:

(a) Such insurance will remain in effect for two (2) years after final payment.

(b) CH2M will furnish the Diversion Authority and each other additional insured identified, to whom a certificate of insurance has been issued, evidence satisfactory to the Diversion Authority and any such additional insured of continuation of such insurance at final payment and one year thereafter.

(6) Not limit in any way CH2M's duties to defend, indemnify, and hold harmless the Diversion Authority and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives in accordance with Section Forty (40);

(7) Either in the policies or in endorsements, contain a "waiver of subrogation" (except for in the Professional Liability Policy) that waives any right to recovery any of CH2M's insurance companies might have against the Diversion Authority or the State of North Dakota.

(8) Either in the policies or in endorsements, contain a provision that CH2M's insolvency or bankruptcy will not release the insurers from payment under the policies, even when CH2M's insolvency or bankruptcy prevents CH2M from meeting the retention limits under the policies;

(9) Either in the policies or in endorsements, contain cross liability/severability of interests, to ensure that all additional parties are covered as if they were all separately covered (with the exception of Workers Compensation and Professional liability policies);

(10) Either in the policies or in endorsements, contain a provision that the legal defense provided to the Diversion Authority and the State of North Dakota must be free of any conflict of interest, even if retention of separate legal counsel is necessary;

(11) Either in the policies or in endorsements, contain a provision that any attorney who represents the State of North Dakota must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C § 54-12-08;

(12) Either in the policies or in endorsements, contain a provision that CH2M's policies will be primary and noncontributory regarding any other insurance maintained by or available to the Diversion Authority or the State of North Dakota, and that any

insurance maintained by those parties will be in excess of CH2M's insurance and will not contribute with it (except for Worker's Compensation and Professional Liability Policies).

C. The limits of liability for the insurance required by this Section Twenty-Eight (28) will provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

(1) Worker's Compensation, and related coverages under Paragraphs 28(A)(1) and 28(A)(2):

(a) State:	Statutory;
(b) Applicable Federal (e.g. Longshoreman's):	Statutory;
(c) Employer's Liability:	$1,000,000.

(2) CH2M's General Liability under Paragraphs 28(A)(3) through 28(A)(6) which will include premises or operations coverage, completed operations and product liability coverages, and will eliminate the exclusion with respect to property under the care, custody, and control of CH2M:

(a) General Aggregate:	$10,000,000
(b) Products- Completed Operations Aggregate:	$2,000,000
(c) Personal and Advertising Injury:	$2,000,000
(d) Each Occurrence (Bodily Injury and Property Damage):	$2,000,000

(e) Property damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

(f) Excess or Umbrella liability:	
i. General Aggregate:	$10,000,000
ii. Each Occurrence:	$10,000,000

(3) Automobile Liability under Paragraph 28(A)(6) (which will include coverage for any auto, including owned, non-owned, and hired):

(a) Bodily injury:	
i. Each person:	$2,000,000
ii. Each accident:	$2,000,000
(b) Property Damage:	
i. Each accident:	$2,000,000
OR	
(c) Combined Single	
i. Limit of:	$2,000,000

(4) Professional Liability coverage will provide coverage for not less than the following amounts:

(a) Each claim made:	$3,000,000
(b) Annual Aggregate:	$3,000,000

(5) The following will be included as additional insured on all of CH2M's insurance policies required under this Agreement:

(a) Cass County Joint Water Resource District;
(b) Diversion Authority; and
(c) State of North Dakota.

(6) If CH2M is domiciled outside of the State of North Dakota, CH2M will purchase and maintain employer's liability or "stop gap" insurance of not less than $1,000,000 as an endorsement on CH2M's Workers' Compensation and General Liability Policies.

D. CH2M will ensure that any Subcontractor purchases and maintains the same insurance policies and endorsements required of CH2M under the Contract Documents, with the same conditions and terms required of CH2M and its insurers.

E. If any required policy is written on a "claims made" form, CH2M must maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three (3) years beyond the termination or expiration of this Agreement and the Diversion Authority's acceptance of all services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that services commence under this Agreement.

F. Before CH2M begins performing services, CH2M must send the Diversion Authority certificates of insurance and any applicable endorsements attesting to the existence of coverage. CH2M will not allow its polices to be cancelled, lapse, terminate or be amended to reduce coverage below the minimums called for in this Agreement without thirty (30) days' notice to the Diversion Authority. The certificates of insurance issued to confirm CH2M's compliance must reference this Agreement.

G. If required insurance lapses during the term of this Agreement, the Diversion Authority is not required to process invoices after such lapse until CH2M provides evidence of reinstatement that is effective as of the lapse date.

H. The Diversion Authority shall have no specific responsibility to provide any general liability coverage or worker's compensation coverage for the benefit of CH2M's employees during the terms of this Agreement.

29. THIRD PARTY DESIGNERS. The Diversion Authority and CH2M acknowledge and agree that some of the Design Services for the Project will be separately engaged by the Diversion Authority through retention of separate design professionals or provided by the USACE. Notwithstanding any provision to the contrary, CH2M shall have no responsibility for the accuracy or sufficiency of documentation prepared by those design professionals. CH2M will notify the Diversion Authority 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, CH2M shall be entitled to an equitable adjustment. In the event CH2M 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 CH2M liable in any manner for the duties of the Diversion Authority's separately-retained design professionals or the USACE.

30. OPEN RECORDS. CH2M will cooperate with the Diversion Authority in responding to any request for documents by any third party to the extent such documents may be required to be disclosed under Chapter 44-04 of North Dakota Century Code regarding open records laws.

31. DATA FURNISHED BY THE DIVERSION AUTHORITY. The Diversion Authority will provide to CH2M all data in the Diversion Authority's possession relating to CH2M's services on the Project. CH2M will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the Diversion Authority.

32. ACCESS TO FACILITIES AND PROPERTY. The Diversion Authority will make its facilities accessible to CH2M as required for CH2M's performance of its services and will provide labor and safety equipment as required by CH2M for such access. The Diversion Authority will perform, at no cost to CH2M, such tests of equipment, machinery, pipelines, and other components of the Diversion Authority's facilities as may be required in connection with CH2M's services.

33. ADVERTISEMENTS, PERMITS, AND ACCESS. Unless otherwise agreed to in the Scope of Services, the Diversion Authority will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CH2M's services or Project construction.

34. TIMELY REVIEW. The Diversion Authority will examine CH2M's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the Diversion Authority deems appropriate; and render in writing decisions required by the Diversion Authority in a timely manner.

35. PROMPT NOTICE. The Diversion Authority will give prompt written notice to CH2M whenever the Diversion Authority observes or becomes aware of any development that affects the scope or timing of CH2M's Services, or of any defect in the work of CH2M or their third party designers or construction contractors.

36. ASBESTOS OR HAZARDOUS SUBSTANCES. If asbestos or hazardous substances in any form are encountered or suspected, CH2M will stop its own work in the affected portions of the Project to permit testing and evaluation. If asbestos is suspected, CH2M will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. If hazardous substances other than asbestos are suspected, CH2M will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. Client recognizes that CH2M assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M.

37. CONTRACTOR INDEMNIFICATION AND CLAIMS.

A. The Diversion Authority agrees to include in all construction contracts the provisions of Section Twenty-Four (24), CH2M's Personnel at Construction Site, and provisions providing contractor indemnification of the Diversion Authority and CH2M for contractor's negligence.

B. The Diversion Authority shall require construction contractor(s) to name the Diversion Authority, CH2M, and its subcontractors as additional insureds on the contractor's general liability insurance policy.

C. The Diversion Authority agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers: "Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against CH2M, CH2M's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the consulting services performed. The Diversion Authority will be the only beneficiary of any undertaking by CH2M."

38. OWNER'S INSURANCE.

A. The Diversion Authority will maintain property insurance on all pre-existing physical facilities associated in any way with the Project.

B. The Diversion Authority will provide for a waiver of subrogation as to all Owner-carried property damage insurance, during construction and thereafter, in favor of CH2M, CH2M's officers, employees, affiliates, and subcontractors.

C. The Diversion Authority is not responsible for the payment of deductibles owed under CH2M's insurance policies.

D. The Diversion Authority will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all Project work including the value of all onsite Owner-furnished equipment and/or materials associated with CH2M'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 CH2M and the construction contractor(s) (or the Diversion Authority), and their respective officers, employees, agents, affiliates, and subcontractors. The Diversion Authority will provide CH2M a copy of such policy.

E. The Diversion Authority reserves the right to enter into a program-wide insurance plan at its expense. CH2M agrees to participate in such a program if named as an insured party.

39. LITIGATION ASSISTANCE. Services required or requested of CH2M by the Diversion Authority to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Diversion Authority, except for suits or claims between the parties to this Agreement, will be defined in an authorized Task Order and reimbursed as mutually agreed.

40. INDEMNIFICATION. CH2M will defend, indemnify, and hold harmless the Diversion Authority and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, architects, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by any negligent act or omission of CH2M, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, and including all costs, expenses, and fees incurred by the Diversion Authority or the State of North Dakota in establishing and litigating the existence, scope, or any other matters relating to CH2M's obligations to defend, indemnify, and hold harmless. CH2M's obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary. CH2M's duties to defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements described in the Contract Documents, and anything in excess of any of CH2M's insurance policy limits. CH2M's obligations to defend, indemnify, and hold harmless will continue for a period of not less than six (6) years following completion of the Project or any termination or expiration of the Contract Documents.

The indemnified party shall provide notice to CH2M after obtaining knowledge of any claim that it may have pursuant to this Section Forty (40). In the event the indemnified party pursues a claim pursuant to this Section Forty (40), the indemnified party will also provide relevant information and assistance to CH2M.

41. LIMITATION OF LIABILITY. To the maximum extent permitted by law, CH2M's liability for the Diversion Authority's damages will not, in the aggregate, exceed twenty million dollars ($20,000,000). This article takes precedence over any conflicting article of this Agreement or any document incorporated into it or referenced by it. This limitation of liability will apply whether CH2M's liability arises under breach of contract or warranty; tort, including negligence, strict liability, statutory liability, or any other cause of action, and shall include CH2M's officers, affiliated corporations, employees, and subcontractors.

42. BREACH AND REMEDIES.

A. A breach exists under this Agreement if either party:

(1) Makes a material misrepresentation in writing; or

(2) Fails or is unable to meet or perform any material promise in this Agreement, and
   (a) Is incapable of curing the failure, or
   (b) Does not cure the failure within twenty (20) days following notice (or within a longer period if specified in the notice).

B. CH2M must give the Diversion Authority notice immediately if CH2M breaches, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a breach under this Agreement.

C. The parties will use their Best Efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

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

43. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within twenty (20) days of written notice and diligently complete the correction thereafter.

B. The Diversion Authority may terminate this Agreement, in whole or in part, or modify or limit CH2M's services, and proportionately, CH2M's compensation, if:

(1) The Diversion Authority determines that having CH2M provide services has become infeasible due to changes in applicable laws or regulations, or

(2) Expected or actual funding to compensate CH2M is withdrawn, reduced, or limited.

C. Either party may terminate this Agreement, in whole or in part, for any or no reason upon thirty (30) days' written notice.

D. On termination, CH2M will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

E. In the event a federal or state tax or employment agency concludes that an independent contractor relationship does not exist, either CH2M or the Diversion Authority may terminate this Agreement immediately upon written notice.

F. Upon receipt of any termination notice from the Diversion Authority, CH2M must promptly discontinue all affected services unless the parties mutually agree otherwise.

G. Upon the end date of the Agreement, which is the date when this Agreement as a whole expires or is terminated pursuant to its terms:

(1) The Diversion Authority will be released from compensating CH2M for services other than those CH2M satisfactorily performed prior to the end date.

(2) CH2M must submit CH2M's final invoice for payment within sixty (60) days of the end date. The Diversion Authority will not pay any CH2M invoice received after this period.

(3) CH2M will be released from performing services, except for services in any non-terminated portion of the Agreement.

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

I. In the event of termination, expiration, or removal/withdrawal, CH2M must withdraw as parties mutually agree to the Diversion Authority (and any person represented on the Diversion Authority's behalf) as soon as it is reasonably possible to do so without (1) prejudice to the Diversion Authority's interests (or the interest of any person represented on the Diversion Authority's behalf) or (2) violation of CH2M's statutory or ethical duties. CH2M must notify the Diversion Authority of any further services, prior to withdrawal or substitution, which CH2M believes are necessary to avoid prejudice to the Diversion Authority's interests (or the interest of any person represented on the Diversion Authority's behalf), and obtain the Diversion Authority's consent prior to performing such services.

44. ADDITIONAL PAYMENT. Nothing contained in this Agreement shall obligate the Diversion Authority to make any payment for services rendered in any period after the termination of CH2M's retention by the Diversion Authority.

45. SUSPENSION, DELAY, OR INTERRUPTION OF WORK. The Diversion Authority may suspend, delay, or interrupt the Services of CH2M for the convenience of the Diversion Authority. In such event, CH2M's contract price and schedule shall be equitably adjusted.

46. NOTICE. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (1) delivered personally, or (2) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

If to CH2M:
Attn: Randy Richardson
CH2M
64 4th St. N, #300
Fargo, ND 58102

If to Diversion Authority:
Attn: Chair
Metro Flood Diversion Authority
211 9th St. S
P.O. Box 2806
Fargo, ND 58108-2806

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

47. PROHIBITION AGAINST ASSIGNMENT. This is a bilateral personal services Agreement. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

48. NO THIRD PARTY BENEFICIARIES. This Agreement gives no rights or benefits to anyone other than the Diversion Authority and CH2M and has no third-party beneficiaries.

49. CONSEQUENTIAL DAMAGES. To the maximum extent permitted by law, CH2M and CH2M's affiliated corporations, officers, employees, and subcontractors shall not be liable for the Diversion Authority's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect CH2M against indirect liability or third-party proceedings, the Diversion Authority will indemnify CH2M for any such damages.

50. MATERIALS AND SAMPLES. Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site within sixty (60) days of Project close-out unless agreed to otherwise. The Diversion Authority recognizes and agrees that CH2M is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

51. CONSULTANT'S DELIVERABLES. 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. CH2M's deliverables are for the Diversion Authority or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

52. ACCESS TO CH2M'S ACCOUNTING RECORDS AND AUDIT RIGHTS.

A. CH2M must allow the Diversion Authority and its designees to review and audit CH2M's financial documents and records relating to this Agreement. CH2M will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to the Diversion Authority for a period of one (1) year after CH2M's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The Diversion Authority may only audit accounting records applicable to a cost-reimbursable type compensation. Upon finalization of the audit, the Diversion Authority will submit to CH2M a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to CH2M at the completion of an audit.

B. Within sixty (60) days after the date of the Notice of Audit Results, CH2M will respond, in writing, to the Diversion Authority indicating (a) whether it concurs with the audit report, (b) clearly explaining the nature and basis for any disagreement as to a disallowed item of expense, and (c) providing a written explanation as to any questioned or no opinion expressed item of expense ("Response"). The Response will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, CH2M may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the Diversion Authority. The Response will refer to and apply the language of this Agreement. CH2M agrees that failure to submit a Response within the sixty (60) day period constitutes agreement with any disallowance of an item or expense and authorizes the Diversion Authority to finally disallow any items of questioned or no opinion expressed cost.

C. The Diversion Authority will make its decision with regard to any Notice of Audit Results and Response within one hundred twenty (120) days after the date of the Notice of Audit Results. If the Diversion Authority determines that an overpayment has been made to CH2M, CH2M will repay the amount to the Diversion Authority or reach an agreement with the Diversion Authority on a repayment schedule within thirty (30) days after the date of an invoice from the Diversion Authority. If CH2M fails to repay the overpayment or reach an agreement with the Diversion Authority on a repayment schedule within the thirty (30) day period, CH2M agrees that the Diversion Authority will deduct all or a portion of the overpayment from any funds then or thereafter payable by the Diversion Authority to CH2M for this project. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be the interest rate on judgments in North Dakota as calculated by the state court administrator pursuant to N.D.C.C. § 28-20-34. The rate of interest will be reviewed annually by the Diversion Authority and adjusted as necessary. CH2M expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit to contest the Diversion Authority's decision only as to any item of expense the disallowance of which was disputed by CH2M in a timely-filed Response.

53. OWNERSHIP. Ownership of work product and inventions created by CH2M shall be as follows:

A. **Pre-Existing Consultant Materials**. The Diversion Authority acknowledges and agrees that in the performance of the services, CH2M 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 developed or licensed from third parties prior to the effective date of this Agreement (the "Pre-Existing Consultant Materials") and that CH2M shall retain all right, title and interest, including intellectual property rights in the Pre-existing Consultant Materials. Subject to

the terms and conditions of this Agreement, CH2M hereby grants to the Diversion Authority a non-exclusive, non-transferable, royalty-free license, fully assignable to the Diversion Authority's member entities, to utilize the Pre-Existing Consultant Materials for the purpose of the Diversion Authority's Project.

B. **Derivative Consultant Materials**. The Diversion Authority acknowledges and agrees that in the performance of the services, Consultant will utilize and develop customization, enhancements, improvements, modifications and adaptations of and to the Pre-Existing Consultant Materials (the "Derivative Consultant Materials"). CH2M shall retain all right, title and interest, including intellectual property rights in the Derivative Consultant Materials. Subject to the terms and conditions of this Agreement, CH2M hereby grants to the Diversion Authority a non-exclusive, non-transferable, royalty-free license, fully assignable to the Diversion Authority's member entities, to utilize the Derivative Consultant Materials.

C. **New Consultant Materials**. The Diversion Authority acknowledges and agrees that in the performance of the services, CH2M 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 Consultant Materials ("New Consultant Materials"). Between the parties, subject to the license grant-back set forth below, the Diversion Authority will retain all right, title and interest, including without limitation intellectual property rights, in and to the New Consultant Materials. The Diversion Authority shall have the full ownership of such New Consultant Materials without any limitation or restriction.

D. **License Grant Back**. Subject to the terms and conditions of the Agreement, the Diversion Authority hereby grants to CH2M 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 CH2M under the Agreement and assigned to the Diversion Authority 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, the Diversion Authority 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 Consultant Materials; (ii) use the Pre-Existing Consultant Materials for any other purpose, other than the Diversion Authority's 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 Consultant Materials; (iv) sublicense, distribute or otherwise transfer to a third party any of the Pre-Existing Consultant 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 Consultant Materials. Any additional use of the Pre-Existing Consultant Materials shall require a separate written license agreement.

F. **Miscellaneous**. Nothing contained in this Agreement shall be construed as conferring to the Diversion Authority or any third party any license or right by implication, estoppel or otherwise to any intellectual property rights of CH2M, other than the rights expressly granted under this Agreement. The Diversion Authority 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 CH2M will be at the user's sole risk.

G. **Diversion Authority Material**. As between the parties, the Diversion Authority is the exclusive owner of all material CH2M collects from the Diversion Authority in connection with the services under this Agreement, including copyrights. Within thirty (30) days of the end date of the Agreement, or upon the Diversion Authority's notice at any time, CH2M must give all materials collected to the Diversion Authority (or to another party at the Diversion Authority's direction). Unless the Diversion Authority specifies otherwise, all files must be saved in Microsoft Word and Excel formats, as applicable. CH2M must maintain CH2M's records relating to services under this Agreement and CH2M's invoices, and all other materials, in an accessible location and condition for a period of not less than one (1) year after the later of:

(1) The date when CH2M receives final payment under this Agreement; or

(2) The date when the Diversion Authority resolves with CH2M the findings of any final audit.

CH2M may retain copies of any original documents CH2M provides to the Diversion Authority and a copy of any material collected from the Diversion Authority in CH2M's confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

54. REUSE OF PROJECT DOCUMENTS. Services and deliverables are for the exclusive use of the Diversion Authority and are not to be relied upon by third parties. All reports, drawings, specifications, documents, and other deliverables of CH2M, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. The Diversion Authority agrees to indemnify CH2M and CH2M's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the Diversion Authority's related entities' unauthorized reuse, change or alteration of these Project documents. Nothing in this Agreement shall constitute a waiver of the statutory limits of liability set forth in N.D.C.C. § 32-12.1-03 or a waiver of any available immunities or defenses.

55. CONFIDENTIAL INFORMATION AND PUBLICITY.

A. CH2M agrees to hold in confidence the following confidential information:

(1) All information that the Diversion Authority discloses to CH2M; and

(2) All information to which CH2M gains access while providing services under this Agreement.

B. Confidential information does not include any information that CH2M can demonstrate has been made available to the public (other than through a breach of this Agreement). As between CH2M and the Diversion Authority, the Diversion Authority owns the confidential information, and the Diversion Authority authorizes CH2M to use it only for purposes of performing this Agreement. CH2M may also disclose the Diversion Authority's confidential information to the extent necessary to comply with law, provided CH2M gives the Diversion Authority prior written notice. Upon the end date of this Agreement, CH2M must destroy or return all confidential information to the Diversion Authority, at the Diversion Authority's discretion, and certify to the Diversion Authority, in writing, that it has done so; provided, however, such destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such confidential information from any computer, hard drive, word processor, server, backup tape, or other electronic device containing such confidential information. Notwithstanding the foregoing, CH2M may retain one archival copy of the confidential information in its confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

C. CH2M must not make any public announcement, press release, or other writing relating to the services under this Agreement without the Diversion Authority's prior written approval.

D. CH2M understands a breach under this section may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive relief and other equitable relief are remedies available to the Diversion Authority.

56. MODIFICATION. This Agreement, including its attachments and schedules, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment approved by the Diversion Authority and executed by CH2M and the Chair of the Diversion Authority on behalf of the Diversion Authority. The following attachment and schedules are hereby made a part of this Agreement: (1) Exhibit A- Scope of Services. It may be modified as to terms and conditions from time to time upon the mutual consent of the parties; however, such modification shall be reduced to writing, signed by the parties and the document appended to and made a part of this Agreement. In the event the Diversion Authority either appoints or engages CH2M as its Broker of Record or in another similar relationship, the parties shall enter into a separate service agreement.

57. FORCE MAJEURE. CH2M is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of CH2M. In any such event, CH2M's contract price and schedule shall be equitably adjusted.

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

The Diversion Authority waives all claims against CH2M, including those for latent defects, that are not brought within six (6) years of substantial completion of the facility designed or final payment to CH2M, whichever is earlier.

59. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Diversion Authority, its successors and assigns, and any such successor shall be deemed substituted for the Diversion Authority under the terms of this Agreement. This Agreement shall likewise be binding upon CH2M, its successors and assigns. As used in this Agreement, the term "successor" shall include any person, firm, corporation or other business entity which at any time whether by merger, purchase or otherwise acquires all or substantially all of the assets or business of the corporation.

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

61. INTEGRATED SERVICES. Notwithstanding anything in the Agreement to the contrary, the parties recognize and support the integrated nature of the Project team in the performance and delivery of the Program Management Services. This Agreement, and particularly the contractual risk allocation and liability provisions, shall be interpreted and applied, and the professional accountability determined in such a manner that the integrated nature, shared control of the service performance, and joint decision making roles of the parties and CH2M's role as agent for the Diversion Authority shall be given due and full consideration. Further, the Parties agree to re-visit this Agreement, if necessary, to better reflect the Parties' changing roles on the Project, and any changes in CH2M's role as the Program Manager as the Project proceeds.

62. SEVERABILITY AND SURVIVAL. If any court of competent jurisdiction declares, for any reason, any provision or part of this Agreement to be invalid, illegal, or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

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

64. CONTROLLING LAW AND VENUE. This Agreement, its interpretation and performance, and any other claims related to it shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

This Agreement is executed the day and year above noted.

DIVERSION AUTHORITY:

Metro Flood Diversion Authority

By: _____
Timothy Mahoney, Chair
Diversion Authority Board

By: _____
Michael J. Redlinger, Co-Executive Director
Metro Flood Diversion Authority

(Additional signature contained on the following page.)

CH2M:

CH2M HILL Engineers, Inc.

By: _____
Sherrill Doran, Vice President

Item 6c.

JOB DESCRIPTION

JOB TITLE: **Executive Director**

APPROVED BY: **Diversion Authority Board on January __, 2017**

GENERAL DESCRIPTION

The Executive Director is the chief executive officer of the Metro Flood Diversion Authority (MFDA), reporting directly and responsible to the Diversion Authority (DA) Board for the efficient and effective day-to-day administration and leadership of the FM Metro Area Flood Control Diversion Project (Project).

The MFDA is a political subdivision of the State of North Dakota, and it is a joint-powers entity.[1] The MFDA consists of the following Member Entities: the City of Fargo (ND), the City of Moorhead (MN), Cass County (ND), Clay County (MN), and Cass County Joint Water Resource District (ND). The DA Board is the governing body of the MFDA; its members are appointed from the Member Entities' governing bodies, and the DA Board also includes one (1) member from the West Fargo City Commission.

JOB DUTIES

The Executive Director performs and is responsible for a wide range of duties and tasks as described in the MFDA Joint Powers Agreement. Those and others include, but are not limited to, the following:

1. Responsible for the overall management of all affairs and functions under the jurisdiction of the Diversion Authority Board.

2. Ensure compliance and enforcement of the MFDA Joint Powers Agreement and resolutions of the DA Board.

3. Hire qualified staff to assist the Executive Director in the performance of duties as approved by the DA Board.

4. Responsible for the supervision of all MFDA administration and related functions as directed by the DA Board, including:
   a. Personnel systems
   b. Budget systems
   c. Purchasing systems
   d. Management Information systems
   e. Communications systems
   f. Planning

[1] The MFDA was created by the Joint Powers Agreement, which sets forth the duties and responsibilities of the Executive Director. See Article XIV of the Joint Powers Agreement, available at *fmdiversion.com*.

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5. Responsible for all MFDA purchases including procurement of services as directed by the DA Board and pursuant to purchasing regulations established by the DA Board. Administer various agreements and contracts entered into by the DA Board.

6. Attend DA Board meetings, recommend to the DA Board for adoption measures necessary for the efficient administration of the MFDA's affairs, and keep the DA Board fully informed of the Project.

7. Identify expertise and innovative solutions necessary to administer project tasks, lead a diverse team of consultants, contractors, entity staff, and implement the project.

8. In cooperation with the MFDA Finance Committee, prepare and submit to the DA Board a proposed annual budget and long-range capital expenditure program for such period as the DA Board may direct, each of which shall include detailed estimates of revenue and expenditures, and enforce the provisions of the budget when adopted by the DA Board.

9. Examine the books and papers of officers and departments of the MFDA as directed by the DA Board and report the findings to the DA Board, keep the DA Board fully advised as to the financial condition and needs of the MFDA, and make such other reports from time to time as required by the Da Board or the Executive Director deems advisable.

10. Develop and implement administrative procedures for the MFDA as directed by the DA Board.

11. Represent the MFDA in public and stakeholder meetings and events; serve as the MFDA's ambassador.

12. Responsible for organizing and directing all aspects of government relations; advocate for the project with local, state, and federal staff and elected officials; serve as the MFDA's legislative liaison with local, state, and federal officials.

13. Serve as public information officer for the MFDA.

14. Perform such other management and administrative duties as directed from time to time by the DA Board.

15. Manage and direct the Program Management Consultant.

QUALIFICATIONS AND EXPERIENCE

1. Skills and experience in the development and implementation of public infrastructure projects (preferably over $500M in total costs) in a management or administrative position.

2. Experience with alternative forms of project delivery, including Design, Build, Finance, Operate, and Maintain (DBFOM) and P3 delivery models.

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3. Experience with public speaking, presentations, and media relations.

4. Experience with multi-jurisdictional stakeholder briefings and involvement.

5. Demonstrated ability to maintain focus on critical project issues and make effective decisions to move the project forward.

6. Experience implementing projects under the policy direction of a Board of Directors or elected officials using a mixed team of consultants and entity staff.

7. Experience with governance development.

8. 15+ years of experience required at equal or prerequisite level for the responsibilities and duties of the position.

9. Experience in giving public presentations to local, state, and federal elected and appointed officials.

10. Experience in advising large public boards, commissions, or city councils.

11. Minimum BS/BA or equivalent degree required.

12. PMP Certificate/PE preferred, but not required.

GENERAL SKILLS AND ABILITIES

1. Ability to communicate effectively.

2. Effective interpersonal skills.

3. Data analysis, project design, and project management skills.

4. Labor negotiation and contract administration skills.

5. Ability to provide leadership and motivate others.

6. Ability to prepare and present reports and informational material effectively.

SKILLS AND PERSONAL ATTRIBUTES – SPECIFIC TO MFDA

1. Knowledge of local JPA member agencies, staff, and business practices.

2. Understanding of the Project; its history, status, and long-term importance to the community.

3. Ability to collaborate, build credibility, and establish trust with the Project team, entity staff, the DA Board, and the USACE; foster an effective and collaborative team.

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4. Ability to operate as the leader of a team of consultants, entity staff, and local stakeholders.

5. Capable of launching the JPA, and building processes and procedures to implement the Project consistent with the MFDA JPA.

6. Capable and experienced in crisis management, with the ability to proactively manage critical situations.

7. Willingness and ability to commit full-time to the Project for a minimum of 3 to 5 years.

8. Knowledge of USACE policies and procedures within the context of a locally-led and implemented P3.

9. Ability to delegate and leverage team members for effective and efficient Project delivery.

10. Excellent oral, written, and presentation communication skills.

11. Ability to effectively communicate at all levels: senior elected local, state, and federal officials, staff, public, and members of groups affected by the project.

PHYSICAL REQUIREMENTS

- Sedentary to light work.

WORKING RELATIONSHIPS

- Ongoing working relationships with the Member Entities of the MFDA, the Diversion Authority Board and Committee Members, Member Entities' staff, MFDA consultants, USACE, and local, state, and federal officials.

POSITION REPORTS TO

- Diversion Authority Board

BUDGET

- Total MFDA Annual Budget for 2017: _____.

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NOTICE OF OPEN EXECUTIVE DIRECTOR POSITION
METRO FLOOD DIVERSION AUTHORITY

The Metro Flood Diversion Authority ("Diversion Authority") is accepting applications for the position of Executive Director. The Executive Director is the chief executive officer of the Diversion Authority, reporting directly and responsible to the Diversion Authority Board for the efficient and effective day-to-day administration and leadership of the F-M Metro Area Flood Control Diversion Project.

Position description, required qualifications, and applications are available online at fmdiversion.com or at the Cass County Commission Office in Fargo, ND. Any qualified person may submit an application to the Diversion Authority through May 1, 2017, by one of the methods indicated in the application. The anticipated start date is September 1, 2017. The Diversion Authority is a political subdivision of the State of North Dakota and an equal opportunity employer.

BY ORDER OF THE DIVERSION AUTHORITY BOARD.

Timothy J. Mahoney
Chair

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TIMELINE
Executive Director Search
(F-M Flood Diversion Project)
January 4, 2017

2017

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
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29	30	31				

February

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26	27	28				

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30						

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28	**29**	30	31			

June

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July

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30	31					

August

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13	14	15	16	17	18	19
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27	28	29	30	31		

September

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					1	2
3	**4**	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	**23**	24	25
26	27	28	29	30		

December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	**25**	26	27	28	29	30
31						

Date	Event	Responsible Party
January 12	DA Board Meeting - Review Job Description	
January 13 – February 1	Develop Application Form	
January 16	MARTIN LUTHER KING DAY HOLIDAY	
February 9	DA Board Meeting - Approve Job Description	
February 13	PRESIDENTS' DAY HOLIDAY	
February 13	Begin Publishing Notice of Open Position, Publish for 4 Months	
March 30	DA Board – Decide Whether to Hire Recruiting Firm	
April 10	Initial Review of Applications	
April 11 – May 15	Develop Required HR Actions for the Position	
May (TBD)	DA Board Meeting – Narrow List of Applicants	
May 29	MEMORIAL DAY HOLIDAY	
May 15 – June 30 (TBD)	Interview Applicants	
July 4	INDEPENDENCE DAY HOLIDAY	
September 1	Executive Director Anticipated Start Date	
September 4	LABOR DAY HOLIDAY	

DRAFT

Recommending Contracting Actions.

Date: January 11, 2017

Description	Company	Budget Estimate ($)
Reimbursement Agreement– Diversion Authority		
RA-CF-002 – Utility Relocation • Relocate fiber communication cable; Final Payment	City of Fargo	**37,526.38**
Total		**37,526.38**

Executive Director Contracting Recommendation

Date: 12/20/2016

RECOMMENDATION FOR ACTION:

Per the contract review and approval procedures, Section 5.F, that were adopted by the Diversion Authority on November 10, 2016, the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Co-Executive Directors for review and action. The Co-Executive Directors have reviewed and recommended approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

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

City of Fargo — $37,526.38

Reimbursement Agreement RA-CF-002 – Final Payment

- Relocate fiber communication cable located along 2nd Street N – Final Payment

BACKGROUND AND DISCUSSION:

This action is the final accounting of the work done under the utility relocation agreement RA-CF-002 to relocate the City of Fargo's fiber optic lines from underneath the WP42F.1S floodwall. The budget approved for RA-CF-002 was based on an estimated cost of the work. Actual costs were higher than estimated.

RA-COF-002 Agreement, Item 5. Final Accounting, states the following: "…City of Fargo shall make a final accounting of costs and expenses for the Work and provide Reimburser an invoice of the same. Reimburser shall pay City of Fargo for such balance due ..."

SUMMARY OF CONTRACTING HISTORY AND CURRENT CONTRACT ACTION:

Original Agreement or Amendment	Budget ($) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
RA-CF-001		11,618.88	11,618.88	13 May 2016		Lowering of City of Fargo fiber optic cable under the 2nd St. N floodwall
RA-CF-002	307,983.70	11,618.88	319,602.58	29-May-2015		Relocation of the City of Fargo fiber optic cable that was located along 2nd Street, North of 1St Avenue North, for the 2nd Street North Floodwall Project (WP42F.1S)
RA-CF-002 Final Accounting	37,526.38	11,618.88	357,128.98	29-May-2015	18-Aug-2016	Final accounting of actual costs to complete the City of Fargo fiber optic cable relocation.

FINANCIAL CONSIDERATIONS:

The City of Fargo's letter, dated October 28, 2016, provides an explanation and documentation of the final costs to pull their fiber optic line through the new duct bank along 1st Ave N and 4th St N. The letter includes the purchase order and contractor invoice for the work, line item number 1 in the amount of $37,526.38, that is requested for reimbursement by the Diversion Authority. The PMC has reviewed this contracting action and feels it is appropriate for the scope of work.

This change amount of $37,526.38 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. City of Fargo letter dated 10/28/2016 with contractor invoice

Prepared by: Program Management Consultant

John Glatzmaier, P.E.
CH2M

December 20,2016
Date

Submitted by: Co-Executive Directors

Michael J. Redlinger
Fargo Assistant City Administrator

Concur: December 21, 2016 *Non-Concur:* _____

Darrell Vanyo, Chair

Concur: December 22, 2016 *Non-Concur:* _____

Cc: Technical Advisory Group

- April Walker, Fargo City Engineer
- David Overbo, Clay County Engineer
- Jason Benson, Cass County Engineer
- Mark Bittner, Fargo Director of Engineering
- Nathan Boerboom, City of Fargo/Diversion Authority Project Manager
- Robert Zimmerman, Moorhead City Engineer

CITY OF Fargo

Information Services Department
200 Third St North
Fargo, North Dakota 58102
Phone: (701) 476-6700 • Fax: (701) 241-8253
helpdesk@cityoffargo.com

Kent Costin
Finance Director
City of Fargo
10-28-2016

Re. 2nd St Fiber Relocation Project / Arvig expenses.

Kent,
At the beginning of the construction of the 2nd St flood wall, a couple of years ago, the fiber runs that I had to Moorhead and to the Fargo Public Schools Administration Building were identified as fiber routes that I needed to move.
As many organizations were going in similar routes, it was determined that everyone should work together in getting the conduit placed along the routes needed. That conduit placement was done last summer with a duct bank along 1st Ave N and 4th St.
After the conduit placement was finished, I put out an RFP to have my connections to Moorhead and FPS installed, so that I could remove the fiber I had blocking the 2nd St Floodwall. Unfortunately, it was later in the year, and I did not get anyone that was interested in placing my fiber. I had a deadline to get out of the 2nd St Floodwall work area, so I scaled back my RFP to the minimum I could, which was to only get my Moorhead connection replaced, with the intent to complete the FPS connection the following year, which was this year. I received a couple of proposals in response to that scaled back RFP and had the work for the Moorhead connection done that fall. I was done in time to vacate the fiber that was blocking the 2nd St floodwall. This spring, I issued an RFP to complete the connection to the FPS Admin Building location, which would reinstate me to where we were before vacating the 2nd St Fiber blocking the 2nd St floodwall work.
In that RFP, I did a base bid that would make us whole again regarding the fiber I had blocking the 2nd St Floodwall. In addition to that base bid, I included 4 Alternates. These alternates are for capabilities beyond what the Diversion Authority would cover. These include connecting to the Police Building, the new Assessor's Building location, etc. This additional work was included to take advantage of the new conduit route along 4th St.
The base bid for this project was $37,526.38. Which should all be reimbursable Diversion Authority funds. The additional $12,698.20 are due to the Alternates selected and a Change Order. None of these costs are reimbursable expenses.
This project would complete the City of Fargo IS Departments 2nd St Fiber relocation project.

Ron Gronneberg
CIO
City of Fargo
701.241.1312

P U R C H A S E O R D E R

P.O. #: 186384
DATE: 07/12/16
CHANGE #: 3
DATE CHG: 08/18/16

ARVIG
ATTN:ACCOUNTING
150 SECOND STREET SW
PERHAM, MN 56573

SHIP TO:
CITY OF FARGO
200 3RD STREET NORTH
PC/LAN DIVISION
FARGO, ND 58102

VENDOR #
22322

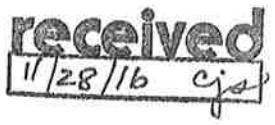
DELIVER BY	SHIP VIA:	TERMS
06/01/16		NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
	MELISSA KRITZBERGER	CAROL S 476-4046

FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT REQ. NO.		REQ. DAT
		10185525107622	PC0520	208051	04/28/16

LINE#	QUANTITUOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
		********** CHANGE ORDER **********		
1	37526.3EA	REPLACEMENT 2ND STREET FIBER	1.0000	37526.38
2	1603.3EA	ADDITIONAL COSTS FIBER TO PD	1.0000	1603.32
			SUB-TOTAL	39129.70
			TOTAL	39129.70

REMARKS:
Per Carol, added line 2 to PO / MK
Per Carol, removed $3973.68 from line 2 / MK
Per Carol, chg'd description on line 2 / MK



P.O. #: 186381
DATE: 07/11/16

ARVIG
ATTN:ACCOUNTING
150 SECOND STREET SW
PERHAM, MN 56573

SHIP TO:
CITY OF FARGO
200 3RD STREET NORTH
PC/LAN DIVISION
FARGO, ND 58102

VENDOR #
22322

DELIVER BY	SHIP VIA:	TERMS
06/01/16		NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
	ALBERT GIBSON	CAROL S 476-4046

FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DAT
		10185525107622	PC0520	208052	04/28/16

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	3166.8	EA	REPLACEMENT 2ND STREET FIBER ALTERNATE BIDS ALTERNATE BID #3	1.0000	3166.80
2	8131.4	EA	REPLACEMENT 2ND STREET FIBER ALTERNATE BIDS ALTERNATE BID #4	1.0000	8131.40

SUB-TOTAL	11298.20
TOTAL	11298.20

received
11/28/16 cjp

186381
186384

Arvig Construction

150 2nd Street SW
Perham, MN 56573
218-346-5500 fax 218-346-8450

arvig

Invoice No. 252382

INVOICE

Customer

Name	City of Fargo		
Address	200 3rd St N		
City	Fargo	State ND	ZIP 58102
Attn:	Ron Gronneberg		

Date	8/23/2016
Order No.	CON179
Rep	SM/BS
FOB	

Qty	Description	Unit Price	TOTAL
1	Base Bid	$37,526.38	$37,526.38
1	Alt 2 & 3	$11,298.20	$11,298.20
	L & M to pull fiber into the Police station (Per Ron)		
8	Operator Hours	$65.00	$520.00
16	Laborer Hours	$55.00	$880.00
	Materials		
442	12 Fiber	$0.46	$203.32
	CON179.1310.100		
	CON179.1315.100		

Payment Details

- (●) Cash
- ( ) Check
- ( ) Credit Card

Name _____
CC # _____
Expires _____

	SubTotal	$50,427.90
	Retainage	$0.00
Taxes	State	$0.00
	TOTAL	$50,427.90

Office Use Only

Thank You!

Finance Committee Bills through January 4, 2017

Vendor	Description		
Springsted	Professional Services through December 19, 2016	$	25,064.00
Ohnstad Twichell, P.C.	Professional Services Rendered	$	107,600.50
Cass County Joint Water Resource District	Metro Flood Diversion Project bills	$	2,976,309.42
Total Bills Received through January 4, 2017		$	3,108,973.92

Springsted

Springsted Incorporated
380 Jackson Street, Suite 300
Saint Paul, MN 55101-4705

Tel: 651-223-3000
Fax: 651-223-3002
www.springsted.com

Fargo Moorhead Diversion Authority
Box 2806
211 Ninth Street South
Fargo, ND 58108

December 19, 2016
Project No: 012265.100
Invoice No: 4

For Professional Services through December 19, 2016
Re: Financial Feasibility Analysis (Progress Billing)

Professional Personnel

	Hours	Rate	Amount	
Principal, Senior Officer	75.75	260.00	19,695.00	
Officer, Project Manager	21.90	215.00	4,708.50	
Senior Associate	1.50	160.00	240.00	
Support Staff	1.50	75.00	112.50	
Totals	100.65		24,756.00	
Total Labor				24,756.00
Travel			284.60	
Telephone-Audio/Video Conferencing			23.40	
			308.00	308.00
			Total this Invoice	$25,064.00

	Current	Prior	Total	Received
Billings to Date	**25,064.00**	**74,301.85**	**99,365.85**	**74,301.85**

I declare under penalty of law that this account is just and correct and that no part of it has been paid.

SPRINGSTED Incorporated

BY: Bonnie C. Matson

BONNIE C. MATSON

Payment is due on receipt of this billing. After 30 days, interest will be charged on any balance at a rate of 1% per month.

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 # 147156
Flood Diversion Board
Bond Counsel Work – PPP

16-0559 RGH Invoice #147031
Metro Flood Diversion Authority
4th Street Pump Station Litigation

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

DATE: January 2, 2017

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 #147156 Flood Diversion Board Bond Counsel Work – PPP Research 1

Attorney	Hours	Rate	Fees
JTS	132.30	$290.00	$38,367.00
CMM	3.00	$290.00	$870.00
ADC	2.80	$290.00	$812.00
KJB	45.10	$225.00	$10,147.50
TJL	78.80	$175.00	$13,790.00
LWC	4.90	$150.00	$735.00
CBC	141.10	$150.00	$21,165.00
LSH	47.00	$125.00	$5,875.00
AJM	105.00	$125.00	$13,125.00
DMS	2.00	$100.00	$200.00
Total	**562.00**		**$105,086.50**
Expenses:			
AT & T Conference Calls			$47.78
UPS Charges			$31.31
Cass County Recorder Copies			$316.00
ND Record Searches			$65.00
Westlaw			$259.91
Photocopies 8,9720 @ $.20	RFP Copies		$1,794.00
Grand Total			**$107,600.50**

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

	Hourly Rate
JTS - John T. Shockley, Partner, Supervising Attorney	$290.00
CMM - Christopher M. McShane, Partner	$290.00
ADC – Andrew D. Cook, Associate	$290.00
KJB - Katie J. Bertsch, Associate	$225.00
TJL – Tyler J. Leverington, Associate	$175.00
LWC – Lucas W. Croaker, Associate	$150.00
CBC – Calley B. Campbell, Associate	$150.00
LSH – Lori S. Hersrud, Paralegal	$125.00
AJM - Andrea J. Murphy, Paralegal	$125.00
Dawn M. Schaefer, Legal Assistant	$100.00

CASS COUNTY GOVERNMENT

Cass County
Joint Water
Resource
District

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

December 29, 2016

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

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 $2,976,309.42 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	$ 76,205.50
In-Town Levees	149,991.16
DPAC	1,038.16
Oxbow-Hickson-Bakke Ring Levee	2,313,228.87
Oxbow Golf and Country Club	435,845.73

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 12/29/16

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/16/2016	12/6/2016			11.50	Dawson Insurance	Added liability for Diversion properties
12/16/2016	11/23/2016	146263	100007	3,275.50	Ohnstad Twichell, P.C.	Legal-FM Diversion -ROE
12/16/2016	11/23/2016	146270	160007	1,764.00	Ohnstad Twichell, P.C.	Legal-Drayton Dam EA Documents
12/16/2016	11/30/2016	146421	160007	1,437.00	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Ulstad
12/16/2016	11/30/2016	146420	160007	4,016.32	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Cossette
12/16/2016	11/23/2016	146269	160007	4,103.50	Ohnstad Twichell, P.C.	Legal-Channel Phase I
12/16/2016	11/23/2016	146265	130007	17,492.47	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
12/16/2016				50.00	Ohnstad Twichell, P.C.	Legal-Title insurance for BNSF property
12/16/2016	11/23/2016	146267	160007	1,584.50	Ohnstad Twichell, P.C.	Legal-Basin Project 2009-Inlet structure
12/16/2016	11/23/2016	146262	90007	3,746.41	Ohnstad Twichell, P.C.	Legal-P3
12/16/2016	12/7/2016	702009	38810	132.00	Larkin Hoffman	Legal-Hickson acquisitions
12/16/2016	12/7/2016	702010	38810	165.00	Larkin Hoffman	Legal-Sauvageau acquisition
12/16/2016	12/3/2016	12032016		11,006.59	Steven Herzog	flowage easement consultation
12/16/2016	11/15/2016	1374	2001	3,663.50	Houston-Moore Group	ROE
12/16/2016	11/29/2016	381087177	479407	10,624.56	CH2M	TO 1-Land acquisition management services - 6%
12/16/2016	11/8/2016	61103	R12.00049	6,132.65	Ulteig Engineers	Relocation assistance, land acquisition, project mgmt
12/16/2016	12/6/2016			500.00	Bette J. Deede Trust	Soil borings on 53-0000-09065-000
12/16/2016	12/5/2016			2,250.00	Derek Flaten	Soil borings on 53-0000-09083-020
12/16/2016	12/5/2016			750.00	Steve Lobarg	Soil borings on 53-0000-09087-000 and 53-0000-09081-000
12/16/2016	12/5/2016			500.00	Daniel Flaten	Soil borings on 53-0000-09085-000 and 53-0000-09083-010
12/16/2016	12/5/2016			500.00	Jane Clark	Soil borings on 67-0000-12704-000
12/16/2016	12/5/2016			2,500.00	Kenneth Hatlestad	Soil borings on 67-0000-12709-000
			Total	**76,205.50**		

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/16/2016	12/6/2016			4.00	Dawson Insurance	Added liability for properties
12/16/16	11/21/16	146419	160007	311.00	Ohnstad Twichell, P.C.	Legal-Mondragon eminent domain
12/16/16	11/15/16	1375	2002	22,181.46	Houston-Moore Group	TO 2 - Land acquisition services
12/16/2016	11/29/2016	381087177	479407	127,494.70	CH2M	TO 1-Land acquisition management services - 72%
			Total	**149,991.16**		

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/16/2016	11/23/2016	146264	120007	1,038.16	Ohnstad Twichell, P.C.	Legal - Assessment district issues
			Total	**1,038.16**		

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
12/16/2016	12/6/2016				11.50	Dawson Insurance	Added liability for properties
12/16/2016	11/23/2016	146322		140007	14,469.18	Ohnstad Twichell, P.C.	Legal-property acquisition
12/16/2016	11/30/2016	146423		160007	1,702.00	Ohnstad Twichell, P.C.	Legal-Champ relocation appeal
12/16/2016	11/30/2016	146422		160007	2,905.97	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Erickson
12/16/2016					16,500.00	City of Oxbow	auditor services
12/2/2016	11/7/2016				320.00	Dave & Amy Andel	moving costs
12/8/2016	12/8/2016				196,628.63	The Title Company	Kuzas property purchase
12/8/2016	12/8/2016				631,349.83	The Title Company	Kuzas replacement property
12/16/2016	12/1/2016	1642			7,598.00	Karen Klein Mediation, LLC	mediation - Champ appeal
12/16/2016	11/18/2016	00-11734			2,046.39	Evergreen Land Services	Relocation consultant - Champ appeal
12/16/2016	12/5/2016				4,403.78	Marie Talley	moving and closing costs
12/16/16	12/05/16				649.00	Paul and Nancy Kochmann	closing costs
12/16/16	12/07/16				15,116.84	Beth Leake	moving costs
12/16/16	12/05/16				19,168.94	Michael and Alexandria Bindas	moving and closing costs
12/19/16	12/19/16				39,000.00	Michael and Donnie Strei	additional earnest money-landscaping
12/20/16	12/16/16				358,075.19	The Title Company	Benson property purchase
12/20/16	12/16/16				412,331.14	The Title Company	Benson replacement property purchase and escrow
12/22/16					13,090.00	Frank Pearson	moving costs
12/22/16					3,205.00	Gregory and Briena Goldsmith	moving costs
12/27/16	12/21/16				189,987.07	The Title Company	Wold properly purchase
12/27/16	12/21/16				272,365.25	The Title Company	Wold replacement property
12/27/16	12/21/16				69,239.20	The Title Company	Wold replacement property to escrow
12/16/16					175.00	Marshall Tangen	mowing Romine property
12/16/16	11/15/16	239201			79.46	Curt's Lock and Key Service	rekey 346 Schnell Drive
12/16/2016	12/6/2016			26 invoices	1,621.03	Cass County Electric Cooperative	Service to various addresses
12/16/2016	11/29/2016	381087177		479407	38,956.71	CH2M	TO 1-Land acquisition management services - 22%
12/16/2016	11/29/2016	381087179			6,700.00	CH2M	TO No 3 - construction manangement
12/16/2016	11/15/2016	1376		2003	1,088.50	Houston-Moore Group	Services during construction
12/16/2016	11/26/2016	5610			1,442.61	Sentry Security & Investigations	Security patrol services
12/16/2016	12/10/2016	5634			1,639.71	Sentry Security & Investigations	Security patrol services
12/2/2016	11/12/2016	5585			1,360.94	Sentry Security & Investigations	Security patrol services
				Total	**2,313,228.87**		

OXBOW GOLF AND COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/16/2016	10/30/2016	18		420,945.92	Oxbow Golf & Country Club	Landscapes Unlimited construction payment
12/16/2016	10/21/2016	14051	18229	659.05	Oxbow Golf & Country Club	Construction staking-engineering
12/16/2016	11/20/2016	12		13,000.00	Oxbow Golf & Country Club	Gary Killebrew consultant fees
12/16/2016	11/18/2016			1,240.76	Oxbow Golf & Country Club	architecture expenditures
			Total	**435,845.73**		
			Grand Total	**2,976,309.42**		

FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase (Fund 790)
As of 12/31/2016

	2011	2012	2013	2014	2015	2016	Cumulative Totals
Revenues							
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	35,212,877	98,065,161
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	111,715,540	174,567,824
State Water Commission			3,782,215	602,918	31,056,740	101,436,302	136,878,175
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	411,973,665
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	1,513,037
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,719,505	25,235,092
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	8,464,392	29,142,850
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	126,334,304
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	63,271,609
7951 Construction - Minnesota							-
7952 Construction - O/H/B				11,282,504	5,044,001	776,720	17,103,225
7955 Construction Management				556,209	2,867,422	5,182,366	8,605,997
7990 Project Financing		50,000	70,000	216,376	566,600	5,435,289	6,338,265
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	332,400,887

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
December 31, 2016

		Amount
Assets		
Cash	$	76,396,319
Receivables		
State Water Commission *		4,020,140
Proceeds from Oxbow Lot Sales		2,383,317
Total assets		**82,799,776**
Liabilities		
Vouchers payable		-
Retainage payable		3,226,999
Total liabilities		**3,226,999**
NET POSITION	**$**	**79,572,777**

***** Receivable balance is as of 11.30.2016

FM Metropolitan Area Flood Risk Management Project
FY 2016 Summary Budget Report (In Thousands)
As of 31 December 2016

	FY 2016 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	39,375	1,088	35,213			4,162
Cass County	39,375	2,696	111,716			(72,341)
State of ND - 50 % Match	40,100	1,934	42,754			(2,654)
State of ND - 100% Match	109,900	2,086	58,683			51,217
State of Minnesota	-					-
Other Agencies	8,750	77	(13,260)			22,010
Financing Proceeds	-					-
Reimbursements	-		34			(34)
Sales of Assets	-		175			(175)
Property Income	-	-	261			(261)
Miscellaneous	-					-
Total Revenue Sources	**237,500**	**7,881**	**235,574**	**-**	**-**	**1,926**
Funds Appropriated						
Army Corp Local Share	47,279	-	47,279		-	-
Management Oversight	11,340	2,143	14,193	125%	4,267	(7,119)
Technical Activities	7,910	186	2,719	34%	3,066	2,124
Land Acquisitions	81,212	1,905	48,532	60%	19,171	13,509
Construction	85,999	1,871	43,041	50%	10,591	32,367
Mitigation	2,200	-			366	1,834
Other Costs	1,560	630	5,435	348%	2,417	(6,292)
Total Appropriations	**237,500**	**6,734**	**161,199**	**68%**	**39,878**	**36,423**

FM Metropolitan Area Flood Risk Management Project
Summary of Expenses
December 2016

Account_Number	CheckDate	Check_ Number	Vendor_Name	Transaction_ Amount	Expense_Description	Project_ Number	Project_Description
790-0000-206.10-00	12/7/2016	273669	INDUSTRIAL BUILDERS INC	1101.52	Retainage PO 185032	V02819	2ND ST N FLOODWALL
	12/7/2016	273669	INDUSTRIAL BUILDERS INC	1824.6	Retainage PO #174145	V02801	2ND ST NORTH PUMP STATION
	12/14/2016	273907	INDUSTRIAL BUILDERS INC	217091.25	Pay Retainage	V02801	2ND ST NORTH PUMP STATION
			Total - Retainage Paid	$ 220,017.37			
790-7910-429.33-20	12/30/2016	JB12160045	CITY OF FARGO-AUDITORS OFFICE	$ 630.00	CHARGE FOR COF TIME-12/16	V00102	General & Admin. WIK
			Total WIK - General and Admin. - Accounting Office	$ 630.00			
790-7910-429.33-25	12/7/2016	273641	ERIK R JOHNSON & ASSOCIATES	$ 5,409.45	GENERAL LEGAL MATTERS	V00102	General & Admin. WIK
	12/21/2016	274123	ERIK R JOHNSON & ASSOCIATES	$ 4,464.99	GENERAL LEGAL MATTERS	V00102	General & Admin. WIK
			Total WIK - General and Admin. - Legal Services	$ 9,874.44			
790-7910-429.38-68	1/4/2017	593	P CARD BMO	$ 3,759.20	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
	1/4/2017	593	P CARD BMO	$ 3,500.00	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
			Total WIK - General and Admin. - Lobbyist	$ 7,259.20			
790-7910-429.59-10	12/21/2016	274193	ND WATER USERS ASSOCIATN	$ 5,000.00	2017 DUES	V00102	General & Admin. WIK
			Total WIK - General and Admin. - Due & Membership Outstate	$ 5,000.00			
790-7915-429.33-05	12/7/2016	273665	HOUSTON-MOORE GROUP LLC	$ 91,190.70	RECREATION & USE PLAN	V01607	RECREATION/USE MASTER PLN
	12/7/2016	273665	HOUSTON-MOORE GROUP LLC	$ 94,403.82	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
			Total WIK - Project Design - Engineering Services	$ 185,594.52			
790-7920-429.33-05	12/7/2016	273665	HOUSTON-MOORE GROUP LLC	$ 69,692.94	TASK 1 PROJECT MGMT	V01601	HMG - PROJECT MANAGEMENT
			Total WIK - Construction Management - Engineering Services	$ 69,692.94			
790-7920-429.33-79	12/7/2016	273627	CH2M HILL ENGINEERS INC	$ 700,000.00	MGMT TECHNICAL OUTREACH	V00206	CH2M HILL-2.27-11.25.16
	12/28/2016	274317	CH2M HILL ENGINEERS INC	$ 700,000.00	MANAGEMENT-TECHNICAL OUTR	V00206	CH2M HILL-2.27-11.25.16
			Total WIK - Construction Management - Construction Management	$ 1,400,000.00			
790-7930-429.33-05	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 211.50	AE2S	V01202	Cass Joint Water DPAC
			Total LERRDS - North Dakota - Engineering Services	$ 211.50			
790-7930-429.33-25	1/4/2017	593	P CARD BMO	$ 71,057.74	DORSEY WHITNEY LLP	V00101	Dorsey Whitney Legal
			Total LERRDS - North Dakota - Legal Services	$ 71,057.74			
790-7930-429.33-32	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 2,750.00	STEVEN J. HERZOG	V01201	Cass Joint Water ROE
			Total LERRDS - North Dakota - Appraisal Services	$ 2,750.00			
790-7930-429.38-61	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 893.70	SENTRY SECURITY, INC.	V01203	Cass Joint Water OHB
			Total LERRDS - North Dakota - Security Services	$ 893.70			
790-7930-429.38-99	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 9,500.00	AMERICAN ENTERPRISES INC.	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 250.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Other Services	$ 9,750.00			
790-7930-429.62-51	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 28.22	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 41.55	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 31.91	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 45.52	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 113.56	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 23.53	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 216.49	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 32.08	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 38.35	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 27.57	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 43.84	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 52.15	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 70.39	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 35.00	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 34.52	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 41.52	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 27.81	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 70.03	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 46.69	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 88.54	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Electricity	$ 1,109.27			
790-7930-429.67-11	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 24,536.74	MICHAEL T. BINDAS	V02411	OXBOW MOU-RESIDENT RLCTN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 122,740.00	JERRY & ELLEN KAUTZMAN	V02411	OXBOW MOU-RESIDENT RLCTN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 26,979.10	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
			Total LERRDS - North Dakota - Residential Buildings	$ 174,255.84			

FM Metropolitan Area Flood Risk Management Project

Summary of Expenses

December 2016

790-7930-429.71-30	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 469,874.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 177,698.66	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 930,928.53	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 316,599.40	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Land Purchases	$ 1,895,100.59			
790-7930-429.71-31	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ (250,440.00)	CASS CO CLERK OF DISTRICT	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Easements	$ (250,440.00)			
790-7950-429.73-52	12/7/2016	273669	INDUSTRIAL BUILDERS INC	$ 7,936.00	MICKELSON LEVEE EXTENSION	V02818	MICKELSON LEVEE EXTENSION
	12/7/2016	273669	INDUSTRIAL BUILDERS INC	$ 943,061.90	NORTH OF PUMP STATION	V02819	2ND ST N FLOODWALL
	12/14/2016	274004	REINER CONTRACTING INC	$ 37,005.34	EL ZAGAL PHASE 2	V02817	EL ZAGEL - PHASE 2
	12/28/2016	274367	INDUSTRIAL BUILDERS INC	$ 844,805.26	NORTH OF PUMP STATION	V02819	2ND ST N FLOODWALL
			Total ND Construction - Flood Control	$ 1,832,808.50			
790-7950-429.73-70	12/28/2016	274322	CONSOLIDATED COMMUNICATIONS	$ 38,511.24	UTILITY RELOCATION	V02803	EVENTIS WP42 UTILITY RLCT
			Total ND Construction - Utilities	$ 38,511.24			
790-7955-429.33-05	12/7/2016	273665	HOUSTON-MOORE GROUP LLC	$ 337,367.77	WORK PKG 42 SERVICES	V02806	CONSTRUCTION SVCS WP42
			Total Construction Management - Engineering Services	$ 337,367.77			
790-7955-429.33-06	12/7/2016	273766	TERRACON CONSULTING ENGINEERS	$ 6,903.40	MATERIAL TESTING	V02802	WP-42 MATERIALS TESTING
	12/14/2016	274029	TERRACON CONSULTING ENGINEERS	$ 47,992.00	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	12/14/2016	274029	TERRACON CONSULTING ENGINEERS	$ 13,180.75	MATERIAL TESTING	V02802	WP-42 MATERIALS TESTING
	12/14/2016	274029	TERRACON CONSULTING ENGINEERS	$ 36,805.00	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	12/28/2016	274464	TERRACON CONSULTING ENGINEERS	$ 4,909.50	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
			Total Construction Management - Quality Testing	$ 109,790.65			
790-7955-429.33-79	12/7/2016	273627	CH2M HILL ENGINEERS INC	$ 107,518.05	CONST MAGMT SERVICES	V02820	WP-42 CONSTRCTN MGMT-CH2M
	12/28/2016	274317	CH2M HILL ENGINEERS INC	$ 96,131.00	CONSTRUCTION MGMT	V02820	WP-42 CONSTRCTN MGMT-CH2M
			Total Construction Management - Construction Management	$ 203,649.05			
790-7990-429.33-05	12/7/2016	273665	HOUSTON-MOORE GROUP LLC	$ 95,106.77	DOCUMENT PREP SUPPORT	V01619	PPP DOCUMENT PREP SUPPRT
	12/21/2016	274099	CASS COUNTY JOINT WATER RESOURCE DI	$ 11,798.20	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
			Total Project Financing - Engineering Services	$ 106,904.97			
790-7990-429.33-25	12/4/2016	590	P CARD BMO	$ 118,916.24	OHNSTAD TWICHELL ATTOR	V00102	General & Admin. WIK
	12/16/2016	JB12160025	CITY OF FARGO-AUDITORS OFFICE	$ 87,500.00	GRAY PANNELL & WOODWARD	V00102	General & Admin. WIK
			Total Project Financing - Legal Services	$ 206,416.24			
790-7990-429.34-55	12/28/2016	274384	JP MORGAN CHASE-LOCKBOX PROCESSING	$ 128,744.86	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
			Total Project Financing - Financial Advisor	$ 128,744.86			
790-7990-520.80-20	12/7/2016	273624	CASS COUNTY TREASURER	$ 74,035.40	OCT LOAN INTEREST PMT	V02904	$100M CASS WELLS FAR ADVN
	12/14/2016	273848	CASS COUNTY TREASURER	$ 76,905.83	NOV LOAN INTEREST	V02904	$100M CASS WELLS FAR ADVN
	12/13/2016	JB12160013	CITY OF FARGO-AUDITORS OFFICE	$ 36,572.27	12.1.16 WF INTEREST PMT	V02903	$100M COF WELLS FAR ADVNC
			Total Project Financing - Interest on Bonds	$ 187,513.50			
			TOTAL EXPENSES	$ 6,954,463.89			
				$ 220,017.37	**Retainage Paid**		
				$ 6,734,446.52	**Total less Retainage Paid**		

FM Metropolitan Area Flood Risk Management Project

Cumulative Vendor Payments Since Inception

As of December 31, 2016

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	$ 149,188,468.96	$ 125,646,553.68	$ 23,541,915.28	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
ARMY CORP OF ENGINEERS	$ 51,929,000.00	$ 51,929,000.00	$ -	Local Share
INDUSTRIAL BUILDERS INC	$ 39,458,121.21	$ 37,031,936.05	$ 2,426,185.16	2nd St North Pump Station Project and 2nd Street Floodwall
HOUSTON-MOORE GROUP LLC	$ 33,898,042.89	$ 29,820,964.68	$ 4,077,078.21	Engineering Services
CH2M HILL ENGINEERS INC	$ 27,182,819.01	$ 25,691,780.81	$ 1,491,038.20	Project & Construction Management
INDUSTRIAL CONTRACT SERVICES I	$ 17,570,757.39	$ 16,175,870.20	$ 1,394,887.19	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	$ 15,365,362.68	$ 14,643,444.45	$ 721,918.23	(blank)
DORSEY & WHITNEY LLP	$ 3,474,124.50	$ 3,474,124.50	$ -	Legal Services
JP MORGAN CHASE-LOCKBOX PROCES	$ 3,377,000.00	$ 1,488,733.26	$ 1,888,266.74	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
ASHURST LLP	$ 1,979,133.70	$ 1,744,838.81	$ 234,294.89	PPP Legal Counsel
URS CORPORATION	$ 1,922,118.42	$ 1,696,631.02	$ 225,487.40	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	$ 1,118,812.45	$ 1,073,837.56	$ 44,974.89	Digital Imagery Project, Utility Relocation, Accounting Svcs, and Bank Loan Advance DS Payments
XCEL ENERGY	$ 908,800.84	$ 174,255.08	$ 734,545.76	Utility Relocation
CASS COUNTY TREASURER	$ 842,387.24	$ 842,387.24	$ -	Property Taxes and Bank Loan Advance DS Payments
OHNSTAD TWICHELL PC	$ 831,681.14	$ 831,681.14	$ -	ROE and Bonding Legal Fees
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	$ 510,910.79	$ 510,910.79	$ -	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	$ 37,844.45	$ 112,155.55	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
AT&T NETWORK OPERATIONS	$ 125,238.30	$ 125,238.30	$ -	Utility Relocation
ENVENTIS	$ 115,685.62	$ 115,685.62	$ -	Utility Relocation

FM Metropolitan Area Flood Risk Management Project

Cumulative Vendor Payments Since Inception

As of December 31, 2016

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
BEAVER CREEK ARCHAEOLOGY	$ 111,000.00	$ 70,438.32	$ 40,561.68	Engineering Services
FREDRIKSON & BYRON, PA	$ 105,522.08	$ 84,522.08	$ 21,000.00	Lobbying Services
UNITED STATES GEOLOGICAL SURVE	$ 104,600.00	$ 104,600.00	$ -	Water Level Discharge Collection
PROSOURCE TECHNOLOGIES, INC	$ 100,000.00	$ 8,324.94	$ 91,675.06	Vibrating Wire Piezometer Equipment
ULTEIG ENGINEERS INC	$ 100,000.00	$ -	$ 100,000.00	Engineering Services
SPRINGSTED INCORPORATED	$ 99,365.85	$ 74,301.85	$ 25,064.00	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
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
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

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of December 31, 2016

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
GOOGLE LOVEINTHEOVEN	$ 116.00	$ 116.00	$ -	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	$ 71.89	$ 71.89	$ -	Postage
Grand Total	$ 372,278,784.55	$ 332,400,887.49	$ 39,877,897.06	

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of December 31, 2016

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	-	561,322.28	-	1,101,218.25
810 Riverbend Rd / 787 River Bend Rd	6/6/2016	672,125.84	-	640,305.43	-	1,312,431.27
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	-	497,952.00	-	1,047,229.00
321 Schnell Dr / 410 Trent Jones Dr	10/7/2016	462,334.69	9,200.00	510,523.70	-	982,058.39
813 Riverbend Rd / 449 Trent Jones Dr	10/14/2016	660,997.62	-	778,768.71	-	1,439,766.33
325 Schnell Drive / 426 Trent Jones Dr	11/3/2016	403,498.66	-	395,400.30	-	798,898.96
844 Riverbend Road	11/11/2016	716,599.40	-	-	-	716,599.40
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		-	284,292.89	19,889.45	-	304,182.34

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of December 31, 2016

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
805 Riverbend Rd / 776 River Bend Rd		-	220,855.00	-	-	220,855.00
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		-	189,000.00	-	-	189,000.00
816 Riverbend Rd / 441 Trent Jones Dr		-	377,426.00	-	-	377,426.00
808 Riverbend Road / 254 South Schnell Dr		-	196,211.25	-	-	196,211.25
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
		57,722,866.28	3,777,649.14	29,925,537.40	(1,117,856.01)	90,308,196.81
					-	
				Property Management Expense		821,583.26
				Property Management Income		(622,728.27)
					Grand Total	**$ 90,507,051.80**

FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of December 31, 2016

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	$ 17,571,357.39	$ 16,176,470.20
V02806	HMG	WP42 - Services During Construction	$ 4,932,000.00	$ 3,723,285.72
V02807	CCJWRD	In-Town Levee Work	$ 6,634,496.01	$ 5,074,749.20
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	$ 360,702.75	$ 315,727.86
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	$ 15,564,927.34
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	$ 39,003,065.54	$ 36,276,553.52
			$ 121,536,369.43	$ 109,840,762.30

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: November 1, 2016 - November 30, 2016

Drawdown Request No: 37			
Requested Amount:		**$**	**4,676,079**
Total Funds Expended This Period:		$	6,610,174
Total Funds Requested at 100% Match			2,741,983
Remaining Funds Requested at 50% Match			3,868,192
SB 2020 Matching Requirements			50%
Total Funds Requested at 50% Match			1,934,096
Total Funds Requested:		**$**	**4,676,079**

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)
Total Funds Reimbursed			(152,303,041)
Total State Fund Balances Remaining		**$**	**91,696,959**

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	$	69,048,218
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)
Balance of Local Matching Funds Available	**$**	**6,226,284**