METRO FLOOD DIVERSION AUTHORITY
Thursday, December 21, 2017
3:30 PM
Fargo City Commission Room
Fargo City Hall
200 3rd Street North

1.	Call to order		
2.	Approve minutes from previous meeting	Item 2.	Action
3.	Approve order of agenda		Action
4.	Governors' Task Force		Information
	a. Task Force Report – North Dakota Governor's Office		
	b. Discuss upstream and downstream membership		
5.	Management		Information
	a. PMC report		
	b. Corps of Engineers update		
6.	Administrative/Legal		Information/action
	a. Discuss Executive Director Position Profile		
	b. Crown Appraisals Master Service Agreement	Item 6b.	
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	Item 9a.	
	b. Voucher approval	Item 9b.	
	c. Recommended contracting actions	Item 9c.	
	d. FY2018 Cash Budget		
10.	2018 Meeting Schedule		
11.	Comments from Darrell Vanyo		
12.	Executive session pursuant to N.D.C.C. § 44-04-19.1, subsections 2 and 9, to consult with its Attorneys regarding the ongoing litigation in the matters of Richland/Wilkin JPA and MNDNR v. the United States Army Corps of Engineers and Fargo Moorhead Flood Diversion Authority as Intervenor, Civil File No. 0:13-cv-02262-JRT-LIB and the contested case hearing before the Minnesota Office of Administrative Hearings regarding the MNDNR permit for Metro Flood Diversion Authority		
13.	Adjournment		

cc: Local Media

METRO FLOOD DIVERSION AUTHORITY
NOVEMBER 16, 2017—3:30 PM

1. MEETING TO ORDER

A meeting of the Metro Flood Diversion Authority was held Thursday, November 16, 2017, at 3:30 PM in the Fargo City Commission Room with the following members present: Fargo City Mayor Tim Mahoney; Fargo City Commissioner Tony Grindberg; Cass County Commissioner Mary Scherling; Cass County Commissioner Chad M. Peterson; Cass County Commission representative Darrell Vanyo; Clay County Commissioner Kevin Campbell; Clay County Commissioner Grant Weyland; and Cass County Joint Water Resource District Manager Rodger Olson via conference call. Moorhead City Mayor Del Rae Williams; Moorhead City Council Member Chuck Hendrickson; Moorhead City Council Member Joel Paulsen; Fargo City Commissioner Dave Piepkorn; and West Fargo City Commissioner Mike Thorstad were absent. Mark Nisbet from the Chamber of Commerce Business Leaders Task Force was also present.

2. MINUTES APPROVED

MOTION, passed

Mr. Weyland moved and Mr. Grindberg seconded to approve the minutes from the October 26, 2017, and November 2, 2017, meetings as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

Mr. Grindberg moved and Mr. Vanyo seconded to approve the order of the agenda. Motion carried.

4. MANAGEMENT UPDATE

Program management consultant (PMC) report

Robert Cowen from CH2M provided an update on activities over the last month. The Governors' Task Force continues to meet and discuss permanent flood protection options. He said the County Road 17 bypass is open and operational, and County Road 81 has been raised and is open to traffic. The priorities for next month are to continue providing support for the Governors' Task Force and preparation of 2018 budget recommendations.

OHB levee construction continues in accordance with a stipulated agreement allowing construction through 2017 with concurrence from the MN DNR. New in-town levee construction, P3 procurement activities, and land acquisitions are on hold as a result of the injunction.

Mr. Cowen provided brief a financial update on the overall program status and said almost $400 million has been expended to date. He said $65 million has been expended out of the $240 million FY2017 budget.

Mr. Cowen provided a construction update on continued work on in-town levees, landscaping and plantings, and Oxbow home demolition and relocation projects.

5. ADMINISTRATIVE/LEGAL UPDATE

Executive Director search discussion

Michael Redlinger, Co-Executive Director and Assistant Fargo City Administrator, provided the position profile that was used in the previous Executive Director search. He provided a recap of the search and interview process that was administered by CPS Consulting. He said if the board decides to begin a new search after the Governors' Task Force has completed its work, the process to reboot the search would not take as much as time because a lot of the ground work has been done.

Mr. Campbell feels this discussion is premature and believes the board needs to focus on the work associated with the Governors' Task Force. He said it is important to provide as much assistance to the technical team during this time, and feels the board should wait to begin a new Executive Director search until after it is known what the project will look like. He said the focus at this time should continue to be on communications and outreach.

Mr. Mahoney said the salary and job requirements could be re-defined prior to moving forward with the search for an Executive Director. Mr. Redlinger asked board members to provide any comments or suggestions to him regarding the position profile.

6. PUBLIC OUTREACH UPDATE

Committee report

The Public Outreach Committee met on November 15th. Mr. Campbell said much of the discussion centered on the Governors' Task Force meetings. He referred to the website and said information and video links to the meetings are available.

Business Leaders Task Force

Mr. Nisbet said the task force continues to be committed to the project and to permanent flood protection for the area.

7. FINANCE UPDATE

Committee report

The Finance Committee met on November 15th. Mr. Grindberg briefly discussed the financial report and said $398 million in total has been expended for the project. The net cash position is $72 million. He said the Finance Committee will meet on December 13th to discuss the 2018 budget.

Recommended Contracting Actions

Mr. Cowen discussed the following contracting actions, which were approved by the Finance Committee and Technical Team:

- Riley Bros. Construction, Inc. (Change Order 02 – County Road 16/17 Road Realignment)—change order to incorporate County Road 17 temporary bypass road, add ditch cleaning, add standby time and partial demobilization costs in the amount of $469,811.19;
- Schmidt & Sons Construction, Inc. (Change Order 02 – OHB Home Removal)—change order to relocate a temporary road access point in the amount of $6,200.00;
- Landwehr Construction, Inc. (Change Order 02 – OHB Home Removal)—change order for a temporary golf cart path in the amount of $4,383.34;
- Industrial Builders, Inc. (Change Order 19 – 2nd Street North, South of Pump Station)—change order to add and install generator exhaust system components and add 56 calendar days to the final completion date in the amount of $22,556.00.

MOTION, passed

Mr. Grindberg moved and Mr. Vanyo seconded to approve the appropriation of funds for the change orders as outlined. On roll call vote, the motion carried unanimously.

Voucher approval

The bills for the month are with Dorsey & Whitney LLP for legal services; Ohnstad Twichell, P.C. for legal services; and the Cass County Joint Water Resource District (CCJWRD) for costs associated with the Metro Flood Diversion, Diversion Project Assessment District, OHB levee, Oxbow Golf and Country Club, and in-town levees.

MOTION, passed

Mr. Grindberg moved and Mrs. Scherling seconded to approve the vouchers received through November 13, 2017, in the amount of $2,706,501.77. On roll call vote, the motion carried unanimously.

8. NEXT MEETING

MOTION, passed

Mr. Peterson moved and Mrs. Scherling seconded to change the December 14th meeting date to December 21st. Motion carried.

9. LAND MANAGEMENT UPDATE

The Land Management Committee did not meet this month. Mrs. Scherling briefly reviewed the property acquisition status map and status report. She suggested the Land Management Committee meeting be changed from December 13th to December 20th given the change in the Diversion Board meeting date for next month.

10. ADJOURNMENT

MOTION, passed

On motion by Mr. Peterson, seconded by Mr. Vanyo, and all voting in favor, the meeting was adjourned at 4:07 PM.

Minutes prepared by Heather Worden, Cass County Administrative Assistant

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Related to:

THE
FARGO-MOORHEAD AREA DIVERSION PROJECT

BY AND BETWEEN

METRO FLOOD DIVERSION AUTHORITY
as Diversion Authority

and

CROWN APPRAISALS, INC.
as Consultant

Dated as of December 21, 2017

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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. SCOPE OF SERVICES 3
6. CHANGES TO SCOPE OF SERVICES 4
7. RESPONSIBILITY FOR ERRORS OR DELAYS FROM INACCURATE DATA 4
8. TASK ORDERS 4
9. PERSONNEL 4
10. SUBCONTRACTORS 5
11. TERM 5
12. EXTENSION OF TERM 5
13. COMPENSATION 5
14. INVOICING AND PAYMENT 6
15. RELATIONSHIP BETWEEN PARTIES 7
16. REPRESENTATIONS AND WARRANTIES 8
17. WORKING RELATIONSHIP 8
18. INDEPENDENT PROFESSIONAL JUDGMENT 9
19. STANDARD OF CARE 9
20. SUBSURFACE INVESTIGATIONS 9
21. CONSULTANT'S INSURANCE 9
22. THIRD PARTY DESIGNERS 13
23. OPEN RECORDS 13
24. DATA FURNISHED BY THE DIVERSION AUTHORITY 14
25. ACCESS TO FACILITIES AND PROPERTY 14
26. ADVERTISEMENTS, PERMITS, AND ACCESS 14
27. TIMELY REVIEW 14
28. PROMPT NOTICE 14
29. OWNER'S INSURANCE 14
30. LITIGATION ASSISTANCE 15
31. INDEMNIFICATION 15
32. LIMITATION OF LIABILITY 15

DRAFT

33. BREACH AND REMEDIES 16
34. TERMINATION 16
35. ADDITIONAL PAYMENT 18
36. SUSPENSION, DELAY, OR INTERRUPTION OF WORK 18
37. NOTICE 18
38. PROHIBITION AGAINST ASSIGNMENT 18
39. NO THIRD PARTY BENEFICIARIES 18
40. CONSEQUENTIAL DAMAGES 18
41. MATERIALS AND SAMPLES 19
42. CONSULTANT'S DELIVERABLES 19
43. ACCESS TO CONSULTANT'S ACCOUNTING RECORDS AND AUDIT RIGHTS 19
44. OWNERSHIP 20
45. REUSE OF PROJECT DOCUMENTS 22
46. CONFIDENTIAL INFORMATION AND PUBLICITY 22
47. ENTIRE AGREEMENT; MODIFICATION 23
48. FORCE MAJEURE 23
49. WAIVER 23
50. BINDING EFFECT 24
51. NEGOTIATED AGREEMENT 24
52. INTEGRATED SERVICES 24
53. SEVERABILITY AND SURVIVAL 24
54. WAIVER OF JURY TRIAL 24
55. DISPUTE RESOLUTION 24
56. CONTROLLING LAW AND VENUE 25

EXHIBIT A: TASK ORDER 1 - GENERAL SCOPE OF SERVICES

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MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made as of **December 21, 2017**, by and between the Metro Flood Diversion Authority (the "Diversion Authority") and Crown Appraisals, Inc. ("Consultant") (collectively, the "parties").

WHEREAS, the Diversion Authority has selected Consultant to provide the Diversion Authority with professional 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 Consultant and retain Consultant to provide professional services for the Fargo-Moorhead (FM) Area Diversion Project, commencing on **December 21, 2017**.

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

1. EMPLOYMENT. The Diversion Authority hires Consultant, which accepts the hiring with the Diversion Authority pursuant to this Agreement. Consultant 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 Crown Appraisals, 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" has the same meaning as Metro Flood Diversion Authority.

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

"Effective Date" means **December 21, 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 or 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.

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"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.

"Program Management Consultant" means CH2M HILL Engineers, Inc., its successors and assigns, which provides Program Management Consultant services to the Diversion Authority pursuant to the Master Agreement for Professional Services dated January 13, 2017.

"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, 2013and as amended by the Non-Federal sponsors (City of Fargo, City of Moorhead, Metro-Flood Diversion Authority).

3. AUTHORIZATION TO PROCEED. Execution of this Agreement by the Diversion Authority will be authorization for Consultant 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 Consultant shall, upon execution of this Agreement, be terminated and have no further force and effect. Upon execution of this Agreement, the Initial Agreement shall terminate and have no further force and effect. Consultant shall send the final invoice pursuant to the Initial Agreement no later than _____, 2018. If Consultant fails to send the final invoice by such date, Cass County Joint Water Resource District and the Diversion Authority reserve the right to withhold payment for the services reflected in the final invoice. Any Task Orders executed and completed per the Initial Agreement shall remain subject to the terms and conditions set forth in the Initial Agreement. Any Task Orders between the Diversion Authority or its Member Entities and Consultant entered into on or after the effective date of this Agreement shall be subject to the terms of this Agreement.

5. SCOPE OF SERVICES. Diversion Authority has requested Consultant provide real estate appraisal services, or related services for the Project, generally as set forth in the attached **Exhibit A**. Consultant'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 directly or through the Diversion Authority's designated Program Management Consultant. 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 entered into subsequent to the Effective Date of this Agreement. In general, Consultant's services will include services in support of the Fargo-Moorhead Area Diversion Project as mutually agreed upon between the parties.

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6. 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 Consultant's cost of or time required for performance of the services as set out in any applicable Task Order, then an equitable adjustment will be made through an amendment to the applicable Task Order or this Agreement.

7. RESPONSIBILITY FOR ERRORS OR DELAYS FROM INACCURATE DATA. Consultant and the Diversion Authority acknowledge that the reliability of Consultant's services depends upon the accuracy and completeness of the data supplied to Consultant. The Diversion Authority accepts sole responsibility for errors or delays in services resulting from inaccurate or incomplete data supplied to Consultant, and the Diversion Authority acknowledges and agrees that any additional services thereby necessitated will result in additional fees payable by the Diversion Authority to Consultant. Consultant 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 Consultant's service(s).

8. TASK ORDERS. Consultant shall receive assignments for work under this Agreement through Task Orders authorized and provided by the Diversion Authority directly or through its designated Program Management Consultant. The Diversion Authority shall compensate Consultant only for work contained within the Task Orders. Consultant shall not be obligated to perform any work or services unless such services are set forth in an executed Task Order. If Consultant engages in work beyond the scope of a Task Order, the Diversion Authority shall not compensate Consultant 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. The time or schedule for performing services or providing deliverables shall be stated in each Task Order. If no times are stated, then Consultant will perform services and provide deliverables within a reasonable time. Consultant is not responsible for any delays in execution of its services or work due to the absence of an executed Task Order or amendment to a Task Order.

9. PERSONNEL. All persons assigned by Consultant to perform services as set forth in Task Orders issued under this Agreement shall be fully qualified to perform the work assigned to them. Consultant 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 and agreed to by Consultant in any given Task Order. Consultant must endeavor to minimize turnover of personnel performing services under this Agreement. If the Diversion Authority is dissatisfied with any of Consultant's personnel, the Diversion Authority reserves the right to require removal of those personnel from the Task Order. The Diversion Authority shall provide Consultant 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.

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10. SUBCONTRACTORS. Consultant may enter into agreements with subcontractors in furtherance of their services under this Agreement, as approved by the Diversion Authority's Co-Executive Directors, whose approval shall not be unreasonably withheld.

11. TERM. Unless terminated under Section 34, this Agreement shall remain in full force and effect for a period of approximately three (3) years from the date of execution on **December 21, 2017**, through **December 31, 2020**. This Agreement shall take full force and effect on **December 21, 2017**, upon approval and execution by the Diversion Authority Board. Pursuant to Section 12 of this Agreement and upon expiration of the initial term of this Agreement, this Agreement may be renewed by mutual agreement of the parties.

12. EXTENSION OF TERM. This Agreement may be extended by written amendment or renewed as set forth in Section 11 of this Agreement. 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.

13. COMPENSATION. For all services rendered by Consultant, the Diversion Authority will pay Consultant based on the terms established in each Task Order.

The compensation is payable following the submission by Consultant of an invoice setting forth the services performed on behalf of the Diversion Authority. Invoices shall be sent as required in Section 14 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 Consultant 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 8 of this Agreement.

A. Budget. Budgetary amounts, excluding taxes, will be established for each Task Order executed under the Agreement. Consultant 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. Consultant is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the Diversion Authority obligated to pay Consultant beyond these limits. When any budget has been increased, Consultant'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 Consultant'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 or outside services allowed by this Agreement.

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14. INVOICING AND PAYMENT.

A. Consultant must submit invoices to the Diversion Authority on the fifteenth (15th) day of each month for all services provided and allowed expenses incurred during the preceding month. Consultant's Project 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 entered into the Aconex system and processed by the Diversion Authority for the following month.

B. Consultant must submit each original invoice to Eric Dodds, AE2S, and submit a copy of each invoice to Nathan Boerboom, Metro Flood Diversion Authority:

AE2S
c/o Eric Dodds
4170 28th Avenue S.
Fargo, ND 58104
Eric.Dodds@ae2s.com

Metro Flood Diversion Authority
c/o Nathan Boerboom
200 3rd Street North
Fargo, ND 58102
N.Boerboom@cityoffargo.com

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

(1) Consultant's name and address;
(2) Consultant's federal employer identification number;
(3) Unique invoice number;
(4) Billing period;
(5) Description of activities 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 and as necessary per the Task Order Budgetary Breakdown;
(8) Total amount of fees and costs "billed to date," including the preceding month;
(9) Preferred remittance address, if different from the address on the invoice's coversheet; and
(10) All of the work performed during that billing period, in accordance with the Task Order Budgetary Breakdown.

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

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E. If any Consultant invoices contain requests for expense reimbursement, Consultant must include copies of the corresponding invoices and receipts with that invoice.

F. After the Diversion Authority receives Consultant's invoice, the Diversion Authority will either process the invoice for payment or give Consultant 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 Consultant 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. Interest will accrue on any disputed portion of the billing determined to be due and owing to Consultant.

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, Consultant must credit any payment in error from any payment that is due or that may become due to Consultant 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, Consultant 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, Consultant will have no liability to the Diversion Authority for delays or damages caused by the Diversion Authority because of such suspension.

K. Without waiving any rights to recover payment for reimbursable taxes, fees or other costs per the provisions of Paragraph 13 herein, Consultant must pay in the first instance all fees, fines, taxes, or other costs of doing business related to the services.

15. RELATIONSHIP BETWEEN PARTIES. Consultant 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. Consultant shall be free to use such portion of Consultant's entire time, energy and skill during the course of this Agreement to meet its contractual obligation to the Diversion Authority. Neither Consultant, 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 Consultant

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except for the payment of compensation specifically set forth in this Agreement, and shall not be responsible for the payment of any cost of living allowances, merit increases, medical insurance, 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.

16. REPRESENTATIONS AND WARRANTIES. Consultant represents and warrants that the following statements are true:

A. Consultant 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 Consultant 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 Consultant'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 Consultant's ability to perform under this Agreement.

E. Consultant is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct (the "Laws and Regulations").

F. During the term of this Agreement, Consultant must not take any action, or omit to perform any act, that may result in a representation becoming untrue. Consultant 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.

17. WORKING RELATIONSHIP. Consultant's Principal-in-Charge and Project Manager shall be the individuals that will engage with the Diversion Authority Board and the Diversion Authority's Executive Director(s). Consultant shall work in close cooperation and coordinate with the Diversion Authority's Program Management Consultant.

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18. INDEPENDENT PROFESSIONAL JUDGMENT. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Consultant in accordance with the independent professional judgment of each of its employees. Consultant shall require its personnel to perform the services rendered in accordance with accepted principals of its industry in the State of North Dakota. Consultant 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.

19. STANDARD OF CARE. The standard of care applicable to Consultant'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. Consultant will re-perform any services not meeting this standard without additional compensation.

20. 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 Consultant.

21. CONSULTANT'S INSURANCE. Consultant shall maintain throughout this Agreement the following insurance:

A. Consultant shall purchase and maintain throughout this Agreement such insurance as is required by this Agreement in the categories and amounts set forth below:

(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 Consultant's employees;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Consultant'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 Consultant, or
(b) by any other person for any other reason;

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(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 will:

(1) With respect to insurance required by above paragraphs 21(A)(3) through 21(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, 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 Consultant pursuant to this Section will so provide);

(4) Remain in effect at least until final payment and at all times thereafter when Consultant 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) Consultant 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 (1) year thereafter.

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(6) Not limit in any way Consultant'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 31;

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

(8) Either in the policies or in endorsements, contain a provision that Consultant's insolvency or bankruptcy will not release the insurers from payment under the policies, even when Consultant's insolvency or bankruptcy prevents Consultant 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 Consultant'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 Consultant'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 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 21(A)(1) and 21(A)(2):

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

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(2) Consultant's General Liability under paragraphs 21(A)(3) through 21(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 Consultant:

(a) General Aggregate:	$2,000,000
(b) Products- Completed Operations Aggregate:	$1,000,000
(c) Personal and Advertising Injury:	$1,000,000
(d) Each Occurrence (Bodily Injury and Property Damage):	$1,000,000

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

(f) Excess or Umbrella Liability:

i. General Aggregate:	$2,000,000
ii. Each Occurrence:	$2,000,000

(3) Automobile Liability under paragraph 21(A)(6) (which will include coverage for any auto, including owned, non-owned, and hired):

(a) Bodily Injury:

i. Each person:	$1,000,000
ii. Each accident:	$1,000,000

(b) Property Damage:

i. Each accident:	$1,000,000

OR

(c) Combined Single

i. Limit of:	$1,000,000

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

(a) Each claim made:	$1,000,000
(b) Annual Aggregate:	$1,000,000

(5) The following will be included as additional insured on all of Consultant's General Liability and Automobile Insurance Policies required under this Agreement:

(a) Cass County Joint Water Resource District; and
(b) Diversion Authority.

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

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D. Consultant will ensure that any of its subcontractors or subconsultants secure and maintain insurance policies and endorsements required of Consultant and the Diversion Authority in limits no less than those specified and required to be passed down to subcontractors in Paragraph 8 of the Diversion Authority's contract with the North Dakota State Water Commission.

E. If any required policy is written on a "claims made" form, Consultant 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 Consultant begins performing services, Consultant must send the Diversion Authority certificates of insurance and any applicable endorsements attesting to the existence of coverage. Consultant will not allow its polices to be cancelled, lapse, and/or 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 Consultant'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 Consultant 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 Consultant's employees during the terms of this Agreement.

22. THIRD PARTY DESIGNERS. The Diversion Authority and Consultant 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, Consultant shall have no responsibility for the accuracy or sufficiency of documentation prepared by those design professionals. Consultant 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, Consultant shall be entitled to an equitable adjustment. In the event Consultant 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 Consultant liable in any manner for the duties of the Diversion Authority's separately-retained design professionals or the USACE.

23. OPEN RECORDS. Consultant will cooperate with the Diversion Authority in responding to any request for documents by any third party to the extent such documents may be

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required to be disclosed under Chapter 44-04 of North Dakota Century Code regarding open records laws.

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

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

26. ADVERTISEMENTS, PERMITS, AND ACCESS. Unless otherwise agreed to in the Scope of Services of a Task Order, 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 Consultant's services or Project construction.

27. TIMELY REVIEW. The Diversion Authority will examine Consultant'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.

28. PROMPT NOTICE. The Diversion Authority will give prompt written notice to Consultant whenever the Diversion Authority observes or becomes aware of any development that affects the scope or timing of Consultant's services, or of any suspected or actual defect in the work of Consultant or their third party designers or subcontractors.

29. 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 appraisals and thereafter, in favor of Consultant, Consultant's officers, employees, affiliates, and subcontractors.

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

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D. The Diversion Authority reserves the right to enter into a program-wide insurance plan at its expense. Consultant agrees to participate in such a program if named as an insured party and if commercially reasonable terms are available.

30. LITIGATION ASSISTANCE. Services required or requested of Consultant 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.

31. INDEMNIFICATION. Consultant 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 Consultant, 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 Consultant's obligations to defend, indemnify, and hold harmless. Consultant's obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary. Consultant'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 Consultant's insurance policy limits. Consultant'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 Consultant after obtaining knowledge of any claim that it may have pursuant to this Section 31. In the event the indemnified party pursues a claim pursuant to this Section, the indemnified party will also provide relevant information and assistance to Consultant.

32. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, guarantors, consultants, subconsultants, subcontractors, and employees, to Diversion Authority, its members and the State of North Dakota, and anyone else claiming by, through, or resulting from, or in any way related to the Project or Task Order, from any negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Consultant or Consultant's officers, directors, members, partners, agents, consultants, subconsultants, subcontractors or employees shall not exceed the total amount, individually, collectively or in the aggregate shall not exceed the amount of two million

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dollars ($2,000,000). This Section takes precedence over any conflicting Section of this Agreement or any document incorporated into it or referenced by it. This limitation of liability will apply whether Consultant'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 Consultant's officers, affiliated corporations, employees, and subcontractors. Diversion Authority further agrees that its sole and exclusive remedy, and any claim, demand or suit arising from or related to the services under this Agreement shall be directed and/or asserted only against Consultant and not against any of Consultant's individual employees, officers, shareholders, affiliated firms or directors. The Diversion Authority knowingly waives all such claims against Consultant's individual employees, officers, shareholders, directors in their individual capacity or any affiliated companies to Consultant.

33. 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. Consultant must give the Diversion Authority notice immediately if Consultant 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.

34. 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 Consultant's services, and proportionately, Consultant's compensation, if:
(1) The Diversion Authority determines that having Consultant provide services has become infeasible due to changes in applicable laws or regulations, or

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(2) Expected or actual funding to compensate Consultant 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, Consultant 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 Consultant or the Diversion Authority may terminate this Agreement immediately upon written notice.

F. Upon receipt of any termination notice from the Diversion Authority related to any specific Task Order, Consultant must promptly discontinue all affected services under the Task Order unless the parties mutually agree otherwise.

G. Upon the end date of the Agreement, which is the date when this Agreement as a whole, along with any pending Task Orders, expires or are terminated pursuant to their terms:

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

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

(3) Consultant 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, Consultant must terminate its services 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 Consultant's statutory or ethical duties. Consultant must notify the Diversion Authority of any further services, prior to withdrawal or substitution, which Consultant 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.

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35. 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 Consultant's retention by the Diversion Authority.

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

37. 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 Consultant: Attn: _____
Crown Appraisals, Inc.
602 Front Street North
Barnesville, MN 56514-3118

If to Diversion Authority: Attn: Chair
Metro Flood Diversion Authority
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 (3) 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.

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38. 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.

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

40. CONSEQUENTIAL DAMAGES. To the maximum extent permitted by law, Consultant and Consultant'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 Consultant against

indirect liability or third-party proceedings, the Diversion Authority will indemnify Consultant for any such damages.

41. 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 Consultant is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

42. 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. Consultant'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.

43. ACCESS TO CONSULTANT'S ACCOUNTING RECORDS AND AUDIT RIGHTS.

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

B. Within one hundred eighty (180) days after the date of the Notice of Audit Results, Consultant 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, Consultant 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. Consultant agrees that failure to submit a Response within the one hundred eighty (180) 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.

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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 Response. If it is determined by a court of competent jurisdiction or by mutual agreement that an overpayment has been made to Consultant, Consultant 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 Consultant fails to repay the overpayment or reach an agreement with the Diversion Authority on a repayment schedule within the thirty (30) day period, Consultant 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 Consultant 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. Consultant 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.

44. OWNERSHIP. Ownership of work product and inventions created by Consultant shall be as follows:

A. Pre-Existing Consultant Materials. The Diversion Authority acknowledges and agrees that in the performance of the services, Consultant 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 Consultant 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, Consultant 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"). Consultant 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, Consultant 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.

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C. New Consultant Materials. The Diversion Authority acknowledges and agrees that in the performance of the services, Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant 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

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at any time, Consultant 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. Consultant must maintain Consultant's records relating to services under this Agreement and Consultant'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 Consultant receives final payment under this Agreement; or

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

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

45. 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 Consultant, whether in hard copy or in electronic form, are Instruments of Service for this Project, whether the Project is completed or not. Upon full payment for services due under this Agreement, Consultant agrees to grant to the Diversion Authority an irrevocable license to the Instruments of Service, the Diversion Authority agrees to indemnify Consultant and Consultant'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.

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46. CONFIDENTIAL INFORMATION AND PUBLICITY.

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

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

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

B. Confidential information does not include any information that Consultant can demonstrate has been made available to the public (other than through a breach of this Agreement). As between Consultant and the Diversion Authority, the Diversion

Authority owns the confidential information, and the Diversion Authority authorizes Consultant to use it only for purposes of performing this Agreement. Consultant may also disclose the Diversion Authority's confidential information to the extent necessary to comply with law, provided Consultant gives the Diversion Authority prior written notice. Upon the end date of this Agreement, Consultant 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, Consultant may retain one (1) 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. Consultant 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. Consultant 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.

47. ENTIRE AGREEMENT; 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 Consultant and the Chair of the Diversion Authority on behalf of the Diversion Authority. The following attachment is hereby made a part of this Agreement: (1) **Exhibit A** – General Scope of Services. This Agreement 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.

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

49. 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 Consultant, including those for latent defects, which are not brought within six (6) years of substantial completion of the facility designed or final payment to Consultant, whichever is earlier.

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50. 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 Consultant, 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.

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

52. 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 professional services by Consultant. 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 Consultant'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 Consultant's role as the Project proceeds.

53. 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.

54. 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 CONTRACT CLAIMS AND DEFENSES.

55. DISPUTE RESOLUTION. The Diversion Authority and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by non-binding

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mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association. A request for non-mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of non-binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through non-binding mediation pursuant to this Section, then the method of binding dispute resolution shall be via formal claims filed in a court of competent jurisdiction.

56. 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 where the services or work was provided, 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 a court of competent jurisdiction within the state where the services or work were provided.

This Agreement is executed the day and year above noted.

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[*Signatures appear on the following pages*.]

DIVERSION AUTHORITY:

Metro Flood Diversion Authority

By: _____
Timothy J. Mahoney, Chair
Diversion Authority Board

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

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CONSULTANT:

Crown Appraisals, Inc.

By: _____
_____, President

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Fargo - Moorhead Diversion Authority
Consultant's Role*

Exhibit A – Task Order 1 - General Scope of Services

See Task Order No. 1, Amendment 0 for description of services

* Consultant will coordinate and cooperate in Good Faith with the Authority's Project Management Consultant.

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This is Task Order No. 1, Amendment 0, consisting of 5 pages.

Crown Appraisals, Inc.

Task Order No. 1, Amendment 0

MFDA Purchase Order No. _____

Flowage Easements Valuation

In accordance with the Master Agreement for Professional Services between **Metro Flood Diversion Authority** ("Owner") and **Crown Appraisals, Inc.** ("Consultant"), dated December 21, 2017 ("Agreement"), Owner and Consultant agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 1 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude Consultant from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

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1. Specific Project Data

   A. Title: **Flowage Easements Valuation**

   B. Background: The Fargo-Moorhead Area Flood Diversion Project (Project) requires retention of flood waters within a staging area upstream of the metro area during extreme events. The upstream retention of flood waters is necessary to mitigate downstream impacts from operation of the Project. The Diversion Authority is required to mitigate the impacts of upstream flood water retention. Part of the mitigation includes purchasing permanent flowage easements for the right to periodically and temporarily store water on the land in the upstream mitigation area.

      The Diversion Authority recognizes that establishing an appropriate value for the flowage easements is a complex and important task. The Diversion Authority also recognizes that the exact location of the upstream mitigation area will be defined upon further detailed technical analysis, hydraulic modeling, and permitting for changes to the Project resulting from the Flood Diversion Task Force established by the Governors' of Minnesota and North Dakota. In recognition of these considerations, the Diversion Authority believes it is prudent to start the process of valuing flowage easements by authorizing Consultant to conduct Phase 1 of the flowage easements valuation services.

   C. Summary of Services: In order to define the value of the easements, the services of a qualified appraiser are required to research and evaluate data and produce a valuation of the easements. The appraiser (Consultant) will use a phased approach, as directed by the Diversion Authority, to accomplish this. Phase 1 of the flowage easement analysis includes developing a regression analysis model, and a matched pairs analysis utilizing sales of easement encumbered and unencumbered properties in representative markets from across the country. The model will provide flexibility to compute the diminution in value of encumbered properties. It is expected that the exact location, boundaries, and operation of the upstream mitigation area will be determined through detailed technical analysis, hydraulic modeling, and permitting. Commencing with Phase 1 now will allow the data gathering and regression model development to proceed in a parallel timeframe to the technical hydraulic modeling.

      Under future phases of the flowage easements valuation, the regression analysis model will allow the Diversion Authority and Consultant to provide a valuation unique to each parcel and the associated impacts and severity of the impacts that the operation of the Project would have specifically to each parcel contained within the upstream mitigation area, once the exact bounds of the upstream mitigation area has been identified when the staging area is used.

2. Services of Consultant
    A. Phase 1 – Flowage Easements Valuation
        I. Participate in a kick-off coordination meeting with Diversion Authority technical team, Program Management Consultant, and NDSU agribusiness research team.
        II. Phase 1 includes both the basic regression analysis and the matched pairs analysis.
            i. Acquire/purchase/research/analyze sales of flowage or similar easement encumbered and unencumbered properties across the country for use in identifying the range of land value diminution that is associated with flowage easements.
            ii. This process may result in geographically targeted or localized regression analyses being performed in numerous locations across the country.
            iii. Through the analyses performed, both a (1) hard dollar value differential and (2) a percentage differential may be indicated. The hard dollar difference may not be applicable to the local Fargo-Moorhead metro area market, but the percentage difference may likely be applicable to values in the Fargo-Moorhead metro area market.
            iv. Research may identify several different property types (various surface land uses) that are affected by the flowage (or similar) easements—tillable, wooded, commercial, industrial, transitional development land, etc. Greater confidence can be placed on an analysis where more matched pairs of varying land uses are available.
        III. Severity of flowage easements experienced by various property types will be measured by the data analyzed in both the matched pairs analysis and the regression analysis.
        IV. Development of the regression analysis will be a useful valuation tool for the Consultant to compute potential flowage easement acquisition costs across multiple future staging areas.
        V. The matched pair analysis and the regression model will consider the following potential impacts to land from the periodic and temporary retention of flood waters, including:
            i. Delay in planting due to storage of water in the retention area
            ii. Failure to plant crop due to storage of water in the retention area
            iii. Reduction of yield from crops due to storage of water in the retention area
            iv. Restrictions on ability to develop land or add structures due to its presence in a new 100-year floodway or floodplain, which didn't exist prior to the project
            v. Actual impacts should be determined based on published material, information gathered from experts in applicable areas of expertise, and on statistical frequency and duration of the projected operation of the project
        VI. Land characteristics that affect parcel value may include:
            i. Productivity
            ii. Soil Type
            iii. Drainage/alkalinity
            iv. Location
            v. Existing flood risk
            vi. Size and shape of parcel relative to current farming practices & equipment size
            vii. Development potential

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VII. Requirements

i. Appraisers—See MSA

ii. Valuation documents prepared as a result of the analysis completed will be USPAP compliant.

VIII. Phase 1 deliverables:

i. Matched pairs analysis

a. Isolated sets of matched pairs for various property types will enable the Consultant to establish the degree of diminution for each surface land use potentially affected by the Fargo-Moorhead Diversion project

ii. Regression analysis model

a. Consultant will provide a brief summary expressing a range of potential diminution rates for various property types, allowing the Owner to estimate acquisition costs for flowage easement areas being considered by the Diversion Authority.

iii. Consultant will produce a detailed report providing an explanation of models and results of the matched pairs analysis and of the regression analysis.

iv. Consultant will produce sample easement valuation reports for three (3) parcels owned by the Diversion Authority.

v. Per MSA Section 34 D, a minimum termination fee of $50,000 will be paid if Phase 1 is terminated during Phase 1 by the Owner. If Phase 1 is completed and then Phase 2 is cancelled, a termination fee of $50,000 will be due and payable to Consultant.

B. Anticipated Future Work (Phase 2): It is anticipated that a future Phase 2 of the flowage easements valuation will include applying the regression analysis model developed in Phase 1 to the specific parcels within the upstream staging area for the revised Project. When the revised upstream mitigation area is fully defined with the depth, duration, and frequency of water retention, parcel specific valuation reports will be generated to support the acquisition of easements. It should be noted that in order to complete Phase 2, the Owner will need to provide Consultant with updated hydraulic model information (depth, duration, and frequency of water in the upstream mitigation area) and ag impact model information from an updated NDSU agribusiness report.

C. Potential Future Services: If required, potential future services from Consultant may include the production of more detailed appraisal reports for individual parcels to support eminent domain actions, if necessary. This service will be performed at an additional cost. Cost will depend on the level of service requested.

3. Owner's Responsibilities.
   A. Owner shall have those responsibilities set forth in the Agreement.

4. Times for Rendering Services
   A. Initial kick-off meeting shall be held in January 2018

   B. Project update meetings shall be held approximately every two months during study

   C. Delivery of the final Phase 1 report shall be **August 31, 2018.**

5. Payments to Consultant
   A. Owner shall pay Consultant for services rendered as follows:

      I. Phase 1 services outlined above at a cost of $500,000 inclusive of all expenses.

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II. A $100,000 retainer is requested upon acceptance of this proposal. Payment should not be made until after January 1, 2018.

III. Per MSA Section 14, monthly invoices will be submitted to the Owner.

IV. Final payment of the remaining $200,000 balance will be due upon submission of the final report.

V. The total compensation for services identified under the Task Order is defined in the table below.

B. Consultant shall notify Owner of any out of scope work requested that may result in exceeding the contract amount.

C. Consultant will notify Owner when 80 percent of the budget is expended.

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

E. Consultant will not perform work beyond 100 percent of the budget for Task Order No. 1 without Owner's authorization by an amendment to this Task Order or Authorized Work Directive.

F. The estimated fee for Phase 2 is $250,000. This fee is based on several assumptions, including (1) production of 3-4 page summary reports for each parcel or ownership group, (2) detailed property inspection visits will not be required, (3) property owner visits will not be required, (4) a reasonable timeframe is allowed to produce the valuation reports, and (5) reporting is based on larger land units as the data allows—not limited to reporting based on assessors parcel numbers. Phase 2 services would be authorized via an amendment. The Phase 2 fee would cover completion of the project in which market value opinions are formed for individual properties within the final staging area that is authorized for the Diversion project. The final fees for Phase 2 will be dependent on the number of reports to be issued, any changes to the assumptions noted above, and the level of reporting detail desired.

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Flowage Easements Valuation	Activity ID	Current Budget ($)	Change ($)	Revised Budget ($)
Regression Analysis Model (Phase 1)		$500,000		
TOTAL		**$500,000**		

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

6. Subconsultants: Refer to MSA
7. Other Modifications to Agreement: None
8. Attachments: None
9. Documents Incorporated By Reference: None

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

The Effective Date of this Task Order is December 21, 2017.

CONSULTANT:

Crown Appraisals, Inc.

Signature Date

Jeffrey Berg
Name

Owner
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Jeffrey Berg
Name

Owner
Title

602 Front Street North
Barnesville, MN 56514-3118
Address

jeffberg@crownappraisalsinc.com
E-Mail Address

(218) 354-7000
Phone

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature Date

Tim Mahoney
Name

Chairman, Flood Diversion Board of Authority
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Michael J. Redlinger
Name

City of Fargo, Assistant City Administrator
Title

200 3rd Street North
Fargo, ND 58102
Address

mredlinger@cityoffargo.com
E-Mail Address

(701) 476-4135
Phone

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FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase (Fund 790)
As of 11/30/2017

		2011	2012	2013	2014	2015	2016	2017	Cumulative Totals
Revenues									
City of Fargo		443,138	7,652,681	7,072,961	19,373,131	28,310,373	35,212,877	29,358,588	127,423,749
Cass County		443,138	7,652,681	7,072,961	19,373,131	28,310,373	111,715,540	12,623,932	187,191,755
State Water Commission				3,782,215	602,918	31,056,740	101,436,302	21,166,820	158,044,995
Other Agencies		98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,260,368)	-	706,805
Reimbursements							33,880	49,691	83,570
Lease/Rental Payments				17,358	154,180	180,341	260,806	311,927	924,612
Asset Sales					616,774	315,892	175,190	116,979	1,224,835
Miscellaneous				226	626	427		460,548	461,827
Total Revenues		984,751	17,005,957	19,517,490	44,425,900	94,465,340	235,574,227	64,088,484	476,062,149
Expenditures									
	7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	47,279,000	1,230,000	53,159,000
	7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	545,555	437,869	1,950,906
	7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,719,505	2,400,638	27,635,730
	7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	8,464,392	9,140,413	38,283,263
	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	41,935,736	168,270,040
	7931 LERRDS - Minnesota		27,996	287,907	13,068	32,452	1,815,566	34,248	2,211,237
	7940 WIK Mitigation - North Dakota				587,180			132,609	719,789
	7941 WIK Mitigation - Minnesota							-	-
	7950 Construction - North Dakota				1,738,638	19,269,055	42,263,916	5,166,340	68,437,949
	7951 Construction - Minnesota							-	-
	7952 Construction - O/H/B				11,282,504	5,044,001	776,720	4,104,400	21,196,304
	7955 Construction Management				556,209	2,867,422	5,182,366	1,107,528	9,713,525
	7980 Operations & Maintenance							6,403	6,403
	7990 Project Financing		50,000	70,000	216,376	566,600	5,435,289	7,974,728	14,312,993
	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	73,670,912	406,060,478

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
November 30, 2017

		Amount
Assets		
Cash	$	69,051,073
Receivables		
State Water Commission *		1,385,670
Proceeds from Oxbow Lot Sales		1,125,235
Total assets		**71,561,977**
Liabilities		
Vouchers payable		221,568
Retainage payable		1,338,737
Total liabilities		**1,560,305**
NET POSITION	**$**	**70,001,672**

***** Receivable balance is as of 10.31.2017

FM Metropolitan Area Flood Risk Management Project
FY 2017 Summary Budget Report (In Thousands)
As of 30 November 2017

	FY 2017 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	-	3,373	29,359			
Cass County	-	956	12,624			
State of ND - 50 % Match	-	512	11,717			
State of ND - 100% Match	-	874	9,450			
State of Minnesota	-		-			
Other Agencies	-		-			
Financing Proceeds	-		-			
Reimbursements	-	-	50			
Sales of Assets	-	-	117			
Property Income	-	-	312			
Miscellaneous	-	-	461			
Total Revenue Sources	**241,311**	**5,715**	**64,088**	**-**	**-**	**177,224**
Funds Appropriated (Rev1 - 27Apr2017)						
Diversion Channel & Assoc. Infrastructure	8,801	613	9,101.22	103%	3,765	(4,065)
Southern Embankment & Assoc. Infrastructure	1,230	1	1,292.38	105%	-	(62)
Other Mitigation Projects	24,246	3,070	5,044.93	21%	557	18,644
In-Town Flood Protection	46,176	429	6,771.10	15%	842	38,562
Enabling Work / Other	9,811	24	424.31	4%	3,371	6,015
Land Acquisition & Mitigation	107,420	2,528	34,696.30	32%	37,003	35,720
Engineering & Design Fees	10,694	-	2,871.88	27%	8,371	(550)
Program Management	17,247	1,251	11,710.40	68%	12,511	(6,974)
Contingency	7,449	-	-	0%		7,449
Debt Service	8,137	110	1,751.98	22%	-	6,385
Maintenance	100	-	6.40	6%	-	94
Total Appropriations	**241,311**	**8,025**	**73,671**	**31%**	**66,421**	**101,219**

Summary Of Expenses
EXP-2017-11

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-0000-206.10-00	10/26/2017	282318	Schmidt and Sons Inc.	$0.00	SCHNELL DR/OXBOW CC DEMO,	V03801	
			Retainage	**$0.00**			
790-7910-429.33-20	11/22/2017	JB111700	City of Fargo	$4,723.26	CHARGE FOR COF TIME-11/17	V00102	General & Admin. WIK
			Other Services / Accounting Services	**$4,723.26**			
790-7910-429.33-25	11/9/2017	282652	Turman & Lang	$2,852.50	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
	11/3/2017	643	OHNSTAD TWICHELL PC	$79,557.04		V00102	General & Admin. WIK
			Other Services / Legal Services	**$82,409.54**			
790-7910-429.38-99	11/9/2017	282677	SEIGEL COMMUNICATIONS	$855.00	SOUND MIXING & AMPLIFICAT	V00102	General & Admin. WIK
			Other Services / Other Services	**$855.00**			
790-7910-429.68-30	11/9/2017	282697	Warren Township	$577.00	WARREN TOWNSHIP MEETING	V00102	General & Admin. WIK
	11/3/2017	643	ERBERT & GERBERT'S	$700.00	ERBERT&GERBERTSFARGOBR	V00102	General & Admin. WIK
	11/3/2017	644	City of Fargo	$174.12	WALMART.COM	V00102	General & Admin. WIK
	12/3/2017	645	City of Fargo	($174.12)	WAL-MART #4352	V00102	General & Admin. WIK
	12/3/2017	645	City of Fargo	$161.97	WM SUPERCENTER #4352	V00102	General & Admin. WIK
	12/4/2017	648	ERBERT & GERBERT'S	$532.29	ERBERT&GERBERTSFARGOBR	V00102	General & Admin. WIK
	12/4/2017	648	STUDIO 7 PRODUCTIONS, IN	$1,585.00	INT*IN *STUDIO 7 PRODU	V00102	General & Admin. WIK
			Miscellaneous / Meeting Incidentals	**$3,556.26**			
790-7920-429.33-79	11/9/2017	282557	CH2M Hill Engineers Inc	$925,310.67		V00207	
	11/9/2017	282652	MOORE ENGINEERING INC	$3,175.35	Moore Engineering - Project Managem	V02421	OXBOW MOU-MOORE PROJ MG
			Other Services / Construction Management	**$928,486.02**			
790-7930-429.33-05	11/30/2017	283083	ADVANCED ENGINEERING I	$20,064.29	AE2S	V01202	Cass Joint Water DPAC
	11/30/2017	283083	HOUSTON-MOORE GROUP L	$226,545.48		V01201	Cass Joint Water ROE
	11/30/2017	283083	MOORE ENGINEERING INC	$1,107.15	MOORE ENGINEERING, INC.	V01202	Cass Joint Water DPAC
	11/30/2017	283083	Prosource Technologies, Inc	$14,122.40		V01203	Cass Joint Water OHB
	11/30/2017	283083	ULTEIG ENGINEERS INC	$28,429.00		V01201	Cass Joint Water ROE
			Other Services / Engineering Services	**$290,268.32**			
790-7930-429.33-06	11/30/2017	283083	BRAUN INTERTEC CORP	$4,907.50		V01203	Cass Joint Water OHB
			Other Services / Quality Testing	**$4,907.50**			

Summary Of Expenses
EXP-2017-11

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.33-25	11/30/2017	283083	Larkin Hoffman Attorneys	$2,108.00	LARKIN HOFFMAN	V01201	Cass Joint Water ROE
	11/30/2017	283083	OHNSTAD TWICHELL PC	$28,589.75	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/30/2017	283083	OHNSTAD TWICHELL PC	$3,838.50	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	11/3/2017	643	OHNSTAD TWICHELL PC	$4,868.24		V00103	General & Admin. LERRDS
	12/3/2017	645	DORSEY & WHITNEY LLP	$197,895.01		V00101	Dorsey Whitney Legal
	12/4/2017	648	DORSEY & WHITNEY LLP	$217,640.46		V00101	Dorsey Whitney Legal
			Other Services / Legal Services	**$454,939.96**			
790-7930-429.33-79	11/9/2017	282557	CH2M Hill Engineers Inc	$493,205.73		V00207	
			Other Services / Construction Management	**$493,205.73**			
790-7930-429.38-99	11/30/2017	283083	MARK SCHULTZ	$200.00	MARK SCHULTZ, Winteriz Building	V01703	ND LAND PURCH - IN TOWN
			Other Services / Other Services	**$200.00**			
790-7930-429.52-30	11/30/2017	283083	DAWSON INSURANCE AGEN	$22.10	DAWSON INSURNACE	V01703	ND LAND PURCH - IN TOWN
	11/30/2017	283083	DAWSON INSURANCE AGEN	$618.90	DAWSON INSURANCE	V01701	ND LAND PURCH-OUT OF TOWN
				$641.00			
790-7930-429.62-50	11/30/2017	283083	XCEL ENERGY-FARGO	$263.64	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
				$263.64			
790-7930-429.62-51	11/30/2017	283083	Cass County Electric Cooperativ	$327.86	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/30/2017	283083	XCEL ENERGY-FARGO	$532.36	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
			Energy / Electricity	**$860.22**			
790-7930-429.67-11	11/30/2017	283083	9502 - PODOLAK	$9,326.68	A TO Z MOVING	V01701	ND LAND PURCH-OUT OF TOWN
	11/30/2017	283083	9505 - CHAMP	$41,826.00	AACTION MOVERS	V01701	ND LAND PURCH-OUT OF TOWN
	11/30/2017	283083	9661 - ANDERSON 12	$958.00	BRAATEN CABINETS	V01701	ND LAND PURCH-OUT OF TOWN
			Relocation / Residential Buildings	**$52,110.68**			
790-7930-429.67-12	11/30/2017	283083	Landscapes Unlimited	$413,677.52	OXBOW COUNTRY CLUB (OCC)	V01204	Cass Joint Water OCC
			Relocation / Commercial Buildings	**$413,677.52**			
790-7930-429.68-10	11/30/2017	283083	MARK HIATT	$1,500.00	MARK HIATT, Crop Damage	V01201	Cass Joint Water ROE
	11/30/2017	283083	TERRY SAUVAGEAU	$1,000.00	TERRY SAUVAGEAU, Crop Damage	V01201	Cass Joint Water ROE
			Miscellaneous / Miscellaneous	**$2,500.00**			

Summary Of Expenses
EXP-2017-11

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.71-30	11/30/2017	283083	1096 - ULSTAD	$752,057.50	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	11/30/2017	283083	1097 - SAUVAGEAU 3	$845,081.57	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	11/30/2017	283083	9614 - MERTZ	$25,020.58	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
			Land / Land Purchases	**$1,622,159.65**			
790-7930-429.73-20	10/26/2017	282318	Schmidt and Sons Inc.	($153,212.00)	SCHNELL DR/OXBOW CC DEMO,	V03801	
	11/16/2017	282870	Schmidt and Sons Inc.	$153,212.00	SCHNELL DR/OXBOW CC DEMO	V03801	
	11/30/2017	283083	American Enterprises, Inc.	$3,462.25	AMERICAN ENTERPRISES INC.	V01701	ND LAND PURCH-OUT OF TOWN
	11/30/2017	283083	American Enterprises, Inc.	$1,865.00	AMERICAN ENTERPRISES INC.	V01702	ND LAND PURCHASE-HARDSHIP
			Infrastructure / Site Improvements	**$5,327.25**			
790-7931-429.62-51	11/30/2017	283083	RED RIVER VALLEY COOPE	$143.36	RED RIVER VALLEY COOP POWE	V02302	MN LAND PURCHASE-HARDSHIP
			Energy / Electricity	**$143.36**			
790-7950-429.38-99	11/9/2017	282697	Warren Township	$446.72	DUST CONTROL COSTS	V00105	
			Other Services / Other Services	**$446.72**			
790-7950-429.73-52	11/9/2017	282600	INDUSTRIAL BUILDERS INC	$344,004.29		V02812	2ND ST NORTH FLOODWALL
			Infrastructure / Flood Control	**$344,004.29**			
790-7952-429.33-05	11/22/2017	282945	HOUSTON-MOORE GROUP L	$479,955.37		V01623	
	11/30/2017	283083	MOORE ENGINEERING INC	$573.40	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
			Other Services / Engineering Services	**$480,528.77**			
790-7952-429.33-79	11/30/2017	283083	Gary Killebrew	$13,000.00	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
			Other Services / Construction Management	**$13,000.00**			
790-7952-429.57-60	11/30/2017	283083	Robert Trent Jones	$244.57	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
			Out of State Travel / Out of State Travel Exp	**$244.57**			
790-7952-429.73-52	11/9/2017	282626	Meyer Contracting	$2,493,796.01		V04401	
			Infrastructure / Flood Control	**$2,493,796.01**			
790-7952-429.73-70	11/30/2017	283079	Cass County Electric Cooperativ	$14,350.00		V04701	
			Infrastructure / Utilities	**$14,350.00**			

Summary Of Expenses
EXP-2017-11

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7990-429.33-06	11/9/2017	282536	American Enterprises, Inc.	$5,000.00		V04001	
			Other Services / Quality Testing	**$5,000.00**			
790-7990-429.33-25	11/9/2017	282542	ASHURST LLP	$166,783.95		V03001	P3 Legal Console - Ashford
	11/3/2017	643	OHNSTAD TWICHELL PC	$36,531.57		V00102	General & Admin. WIK
			Other Services / Legal Services	**$203,315.52**			
790-7990-520.80-20	11/9/2017	282555	Wells Fargo	$109,541.66	OCT LOAN PAYMENT INTEREST	V02906	
			Debt Service / Interest On Bonds	**$109,541.66**			

Total Amount Invoiced this period: **$8,025,462.45**

$0.00 **Less Paid Retainage**

$8,025,462.45 **Total Less Paid Retainage**

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of November 30, 2017

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	$ 189,252,648.47	$ 160,388,176.52	$ 28,864,471.95	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
ARMY CORP OF ENGINEERS	$ 53,159,000.00	$ 53,159,000.00	$ -	Local Share
CH2M HILL ENGINEERS INC	$ 50,450,594.31	$ 39,040,274.42	$ 11,410,319.89	Program, Project, Construction and Land Management
HOUSTON-MOORE GROUP LLC	$ 43,510,099.78	$ 35,462,434.85	$ 8,047,664.93	Engineering Services
INDUSTRIAL BUILDERS INC	$ 39,496,828.03	$ 39,019,248.14	$ 477,579.89	Const - 2nd St North Pump Station Project and 2nd Street Floodwall
INDUSTRIAL CONTRACT SERVICES I	$ 17,576,871.19	$ 17,493,762.16	$ 83,109.03	Const - 4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	$ 15,507,961.85	$ 14,816,559.36	$ 691,402.49	MOU Agreement
MEYER CONTRACTING INC	$ 10,406,859.68	$ 3,290,070.69	$ 7,116,788.99	Construction/Demolition Services
ASHURST LLP	$ 6,715,133.70	$ 3,868,616.16	$ 2,846,517.54	PPP (P3) Legal Counsel
DORSEY & WHITNEY LLP	$ 5,440,068.22	$ 5,440,068.22	$ -	Legal Services
RILEY BROTHERS CONSTRUCTION	$ 3,677,920.95	$ 306,554.42	$ 3,371,366.53	Construction - County Roads 16 & 17 Realignment
JP MORGAN CHASE-LOCKBOX PROCES	$ 3,377,000.00	$ 2,527,774.96	$ 849,225.04	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	$ 2,316,627.66	$ 2,239,550.82	$ 77,076.84	Const - In-Town Demolition Contracts
OHNSTAD TWICHELL PC	$ 2,124,290.73	$ 2,124,290.73	$ -	ROE and Bonding Legal Fees
CASS COUNTY TREASURER	$ 2,022,954.26	$ 2,022,954.26	$ -	Property Taxes and Bank Loan Advance DS Payments
CITY OF FARGO	$ 1,952,720.33	$ 1,952,720.33	$ -	Digital Imagery Project, Utility Relocation, Accounting Svcs, and Bank Loan Advance DS Payments
URS CORPORATION	$ 1,922,118.42	$ 1,788,152.18	$ 133,966.24	Engineering Services
KENNELLY & OKEEFFE	$ 1,729,110.56	$ 1,729,110.56	$ -	Home Buyouts
HOUGH INCORPORATED	$ 1,726,847.35	$ 1,634,666.45	$ 92,180.90	Const - 2nd Street South Flood Control
REINER CONTRACTING INC	$ 1,599,646.21	$ 1,599,646.21	$ -	Const - 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
CONSOLIDATED COMMUNICATIONS	$ 1,063,096.11	$ 1,063,096.11	$ -	Utility Relocation
TERRACON CONSULTING ENGINEERS	$ 828,792.49	$ 828,718.42	$ 74.07	Materials Testing
XCEL ENERGY	$ 753,515.88	$ 753,515.88	$ -	Utility Relocation
MOORE ENGINEERING INC	$ 662,468.17	$ 662,468.17	$ -	Engineering Services
US BANK	$ 626,849.03	$ 626,849.03	$ -	Loan Advance DS 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	$ 533,810.88	$ 531,042.28	$ 2,768.60	Legal Services
RED RIVER BASIN COMMISSION	$ 500,000.00	$ 500,000.00	$ -	Retention Projects - Engineering Services
HOFFMAN & MCNAMARA NURSERY&LAN	$ 495,801.98	$ 306,473.02	$ 189,328.96	Construction - Landscape
NORTHERN TITLE CO	$ 484,016.00	$ 484,016.00	$ -	Land Purchases
AT & T	$ 461,031.30	$ 461,031.30	$ -	Utility Relocation
SCHMIDT AND SONS CONSTRUCTION	$ 351,178.00	$ 269,776.00	$ 81,402.00	Oxbow Housing Relocation
BRAUN INTERTEC CORP	$ 285,711.00	$ 179,642.75	$ 106,068.25	Quality Testing
BEAVER CREEK ARCHAEOLOGY	$ 276,990.00	$ 146,109.77	$ 130,880.23	Engineering Services
SPRINT	$ 276,363.62	$ -	$ 276,363.62	Utility Relocation
702 COMMUNICATIONS	$ 266,892.07	$ 266,892.07	$ -	Utility Relocation
FARGO MOORHEAD METROPOLITAN	$ 253,858.35	$ 253,858.35	$ -	Lidar Imaging
AON RISK SERVICES CENTRAL, INC	$ 240,000.00	$ 183,813.50	$ 56,186.50	P3 Risk Advisory Services
NDSU BUSINESS OFFICE-BOX 6050	$ 231,650.00	$ 159,287.75	$ 72,362.25	Ag Risk Study Services
BUFFALO-RED RIVER WATERSHED DI	$ 221,568.00	$ -	$ 221,568.00	Retention Projects - Engineering Services

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of November 30, 2017

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS RURAL WATER USERS DIST	$ 213,335.00	$ 106,667.50	$ 106,667.50	Utilities and Utility Relocation
ROBERT TRENT JONES	$ 200,000.00	$ 200,000.00	$ -	Oxbow MOU - Golf Course Consulting Agreement
SPRINGSTED INCORPORATED	$ 178,010.15	$ 165,057.22	$ 12,952.93	Financial Advisor
FREDRIKSON & BYRON, PA	$ 148,230.06	$ 120,230.06	$ 28,000.00	Lobbying Services
PFM PUBLIC FINANCIAL MANAGEMEN	$ 146,460.00	$ 146,460.00	$ -	Financial Advisor
AT&T NETWORK OPERATIONS	$ 125,238.30	$ 125,238.30	$ -	Utility Relocation
ENVENTIS	$ 115,685.62	$ 115,685.62	$ -	Utility Relocation
UNITED STATES GEOLOGICAL SURVE	$ 104,600.00	$ 104,600.00	$ -	Stage Gage Installation
CENTURYLINK ASSET ACCOUNTING-B	$ 102,773.54	$ 102,773.54	$ -	Utility Relocation
CASS COUNTY ELECTRIC-DIVERSION	$ 101,295.00	$ 42,050.00	$ 59,245.00	Utility Services / Relocation
EL ZAGAL TEMPLE HOLDING CO	$ 76,000.00	$ 76,000.00	$ -	Easement Purchase for El Zagal Levee
HKA GLOBAL, INC	$ 74,353.00	$ 74,353.00	$ -	Professional Services
GRAY PANNELL & WOODWARD LLP	$ 66,300.68	$ 66,300.68	$ -	Legal Services
GERSON LEHRMAN GROUP, INC.	$ 60,819.00	$ 60,819.00	$ -	Legal Services
NIXON PEABODY LLC	$ 60,000.00	$ 60,000.00	$ -	Legal Services
ADVANCED ENGINEERING INC	$ 50,000.00	$ 50,000.00	$ -	Public Outreach
IN SITU ENGINEERING	$ 47,973.00	$ 47,973.00	$ -	Quality Testing
US GEOLOGICAL SURVEY	$ 46,920.00	$ 46,920.00	$ -	Stage Gage Installation
MIDCONTINENT COMMUNICATIONS	$ 37,318.95	$ 37,318.95	$ -	Utility Relocation
CLAY COUNTY AUDITOR	$ 34,538.71	$ 34,538.71	$ -	Property Tax, Home Buyout Demo
AMERICAN ENTERPRISES INC	$ 34,000.00	$ 34,000.00	$ -	Test Pits
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	$ 30,049.00	$ 30,049.00	$ -	General Liability Insurance
WESTERN AREA POWER ADMINISTRAT	$ 30,000.00	$ 30,000.00	$ -	P3 Support Services
CPS HR CONSULTING	$ 27,710.03	$ 27,710.03	$ -	HR Consulting
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
PROSOURCE TECHNOLOGIES, INC	$ 8,324.94	$ 8,324.94	$ -	Vibrating Wire Piezometer Equipment
MAP SERVICE CENTER	$ 7,250.00	$ 7,250.00	$ -	Permit fee
NEWMAN SIGNS INC	$ 5,816.00	$ 5,816.00	$ -	Sinage
ONE	$ 3,575.00	$ 3,575.00	$ -	Legal Services
MCKINZIE METRO APPRAISAL	$ 3,200.00	$ 3,200.00	$ -	Appraisal Services
SEIGEL COMMUNICATIONS SERVICE	$ 2,345.00	$ 2,345.00	$ -	Public Outreach
BNSF RAILWAY CO	$ 2,325.00	$ 2,325.00	$ -	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
STUDIO 7 PRODUCTIONS	$ 1,585.00	$ 1,585.00	$ -	Video Productions
ERBERT & GERBERTS SUBS	$ 1,232.29	$ 1,232.29	$ -	lunches for the task force meetings
HUBER, STEVE	$ 1,056.43	$ 1,056.43	$ -	Home Buyouts
WARREN TOWNSHIP	$ 1,023.72	$ 1,023.72	$ -	SEEDING, ROAD REPAIR, DUST CONTROL
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
BNSF RAILWAY COMPANY	$ 600.00	$ 600.00	$ -	MOU Agreement
CIVIL DESIGN INC	$ 595.00	$ 595.00	$ -	MOU Agreement

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of November 30, 2017

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
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
HARWOOD TOWNSHIP, CASS, ND	$ 208.91	$ 208.91	$ -	Township Meeting Expenses
WALMART STORE #4352	$ 161.97	$ 161.97	$ -	Meeting Incidentals
CURTS LOCK & KEY SERVICE INC	$ 138.10	$ 138.10	$ -	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	$ 116.00	$ 116.00	$ -	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	$ 71.89	$ 71.89	$ -	Postage
AEVENIA, INC	$ -	$ -	$ -	Utility Relocation
AON RISK SERVICES CENTRAL INC	$ -	$ -	$ -	P3 Risk Advisory Services
BOIS DE SIOUX WATERSHED DISTRI	$ -	$ -	$ -	Retention Projects - Engineering Services
CABLE ONE (FARGO)	$ -	$ -	$ -	Utility Relocation
CENTURYLINK COMMUNICATIONS	$ -	$ -	$ -	Utility Relocation
ULTEIG ENGINEERS INC	$ -	$ -	$ -	Engineering Services
Grand Total	**$ 472,481,304.86**	**$ 406,060,476.69**	**$ 66,420,828.17**	

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of November 30, 2017

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Commercial Relocations - Fargo						
Park East Apartments - 1 2nd St S	6/23/2015	9,002,442.20	-	945,930.84	-	9,948,373.04
Howard Johnson - 301 3rd Ave N	11/2/2015	3,266,079.60	-	3,752,607.61	(1,100.00)	7,017,587.21
Fargo Public School District - 419 3rd St N	3/16/2016	1,903,475.78	-	7,550,036.23	-	9,453,512.01
Oak Terrace Condos - 2 N Terrace N	3/30/2016	5,588.00	-	-	-	5,588.00
Mid America Steel - NP Ave, North	6/21/2016	437,371.41	-	5,370,000.00	-	5,807,371.41
Case Plaza - 117 NP Ave N	1/12/2017	250,449.12	-	-	-	250,449.12
Shakey's Pizza - DFI AP LLC - 203 4th Ave N	3/21/2017	1,002,367.69	-	-	-	1,002,367.69
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		214,000.00	-	84,060.80	-	298,060.80
Home Buyouts - Oxbow						
105 Oxbow Drive	11/28/2012	216,651.85	-	-	(181,249.54)	35,402.31
744 Riverbend Rd	12/3/2012	343,828.30	-	2,435.00	-	346,263.30
121 Oxbow Drive	7/31/2013	375,581.20	-	-	(186,918.33)	188,662.87
333 Schnell Drive	9/20/2013	104,087.79	-	-	-	104,087.79
346 Schnell Drive	2/13/2014	512,970.73	-	7,200.00	-	520,170.73
345 Schnell Drive	10/24/2014	478,702.98	-	6,869.44	-	485,572.42
336 Schnell Drive	1/29/2015	310,888.51	-	185,620.00	-	496,508.51
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	10,549.70	-	2,708,776.67
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	176,524.79	-	643,245.59
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	309,992.53	-	616,717.73
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,784.30	-	205,699.82	-	686,484.12
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	267,757.65	-	757,848.97
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	507,103.56	-	976,181.69
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	312,212.95	-	806,555.82
SE 1/4-23-137-49 & NW 1/4 SW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	-	-	1,328,151.00
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	279,237.35	-	770,261.36
365 Schnell Drive	1/7/2016	125,077.88	-			125,077.88
852 Riverbend Rd	1/11/2016	1,222,608.19	-	10,891.60		1,233,499.79
334 Schnell Dr / 751 River Bend Rd	1/15/2016	321,089.77	-	284,349.88	-	605,439.65
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	469,875.64	-	1,068,761.07
326 Schnell Drive	2/19/2016	326,842.17	-	225,073.09	-	551,915.26
309 Schnell Dr / 325 Trent Jones Dr	5/12/2016	539,895.97	-	574,412.28	-	1,114,308.25
810 Riverbend Rd / 787 River Bend Rd	6/6/2016	672,125.84	-	640,625.43	-	1,312,751.27
833 Riverbend Rd / 446 Trent Jones Dr	7/14/2016	801,671.69	-	590,292.66	-	1,391,964.35
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	-	356,643.81	-	685,283.28
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	-	125,072.50	-	453,207.32
329 Schnell Dr / 417 Trent Jones Dr	10/4/2016	549,277.00	-	499,811.00	-	1,049,088.00
321 Schnell Dr / 410 Trent Jones Dr	10/7/2016	471,534.69	-	514,952.53	-	986,487.22
813 Riverbend Rd / 449 Trent Jones Dr	10/14/2016	660,997.62	-	797,937.65	-	1,458,935.27
325 Schnell Drive / 426 Trent Jones Dr	11/3/2016	403,498.66	-	402,935.97	-	806,434.63
844 Riverbend Road	11/11/2016	716,599.40	-	15,118.84	-	731,718.24
828 Riverbend Rd	11/30/2016	955,928.53	-	-	-	955,928.53
341 Schnell Dr / 343 Trent Jones Dr	12/8/2016	480,921.52	-	673,954.16	-	1,154,875.68
840 Riverbend Rd / 442 Trent Jones Dr	12/21/2016	547,075.19	-	423,662.02	-	970,737.21
816 Riverbend Rd / 441 Trent Jones Dr	12/27/2016	567,413.07	-	338,694.70	-	906,107.77
821 Riverbend Rd / 438 Trent Jones Dr	1/13/2017	580,617.35	-	331,100.87	-	911,718.22
805 Riverbend Rd / 776 River Bend Rd	2/10/2017	508,203.01	-	395,757.84	-	903,960.85
808 Riverbend Road / 254 South Schnell Dr	2/24/2017	713,814.95	-	533,475.96	-	1,247,290.91
338 Schnell Dr / 775 River Bend Rd	2/28/2017	560,402.15	-	407,961.34	-	968,363.49
313 Schnell Drive/ 413 Trent Jones Dr	4/7/2017	389,370.50	-	357,043.95	-	746,414.45
809 Riverbend Rd	5/3/2017	112,304.99	-	-	-	112,304.99
337 Schnell Dr / 353 Trent Jones Dr	5/17/2017	456,146.62	-	524,447.89	-	980,594.51
829 Riverbend Rd / 788 River Bend Rd	7/7/2017	1,056,438.13	-	1,341,268.00	-	2,397,706.13
848 Riverbend Rd / 783 River Bend Rd	7/27/2017	781,361.81	-	1,340,781.00	-	2,122,142.81
817 Riverbend Road / 421 Trent Jones Dr	7/18/2017	445,728.05	-	465,264.50	-	910,992.55
843 Riverbend Rd / 445 Trent Jones Dr	9/21/2017	978,292.23	-	1,173,078.68	-	2,151,370.91
477 Oxbow Drive - OIN 9614 - Henry & Suzanne Mertz	10/27/2017	25,020.58	-	-	-	25,020.58
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

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of November 30, 2017

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Home Buyouts - Horace						
2914 124th Ave S	12/29/2016	50,981.00	-	-	-	50,981.00
17471 49th St SE - Campbell - OIN 9403	2/16/2017	883,581.00	-	149,000.00	-	1,032,581.00
17465 49th St SE - Campbell - OIN 9411	2/21/2017	828,561.00	-	158,000.00	-	986,561.00
17474 52nd St SE - Leher - OIN 1889/1990/2182	7/11/2017	904,905.00	-	-	-	904,905.00
17449 50th Street SE - Scott Young	9/1/2017	398,936.66	-	-	-	398,936.66
4848 CR 81 S, Horace, ND _ OIN 9405	9/15/2017	451,185.00	-	-	-	451,185.00
Home Buyouts - Argusville						
2351 173rd Ave SE - Johnson - OIN 1222	2/6/2017	215,030.91	-	6,912.57	-	221,943.48
Home Buyouts - Wiser						
2368 173rd Ave SE & Rural Land Part of SE1/4 35-142-49, Wiser, ND - Kevin & Pamela Heiden	8/4/2017	614,439.02	-	-	-	614,439.02
Easements - Fargo						
Part of Lot 5 El Zagal Park	10/9/2014	76,000.00	-	-	-	76,000.00
72 2nd St N - Bortnem	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	6/1/2016	476,040.00	-	-	-	476,040.00
64-0000-02730-000 - Sauvageau	6/1/2016	1,113,101.57	-	-	-	1,113,101.57
64-0000-02720-000 - Ulstad (Condemnation)		1,221,931.50	-	-	-	1,221,931.50
64-0000-027400-000 - Duboard	9/15/2016	177,399.29	-	-	-	177,399.29
64-0000-02700-010 - Rheault	1/31/2017	2,243.06	-	-	-	2,243.06
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	32,340.00	-	-	-	32,340.00
Southwest corner of County Road 17 S and 112th Avenue S (comdemnation) - SAUVAGEAU LIFE EST.		373,437.00	-	-	-	373,437.00
16835 47 ST SE - Buster Farms LLLP		1,755.00	-	-	-	1,755.00
Easements - Piezometer						
67-0000-12719-010 - Adams - OIN-1201	3/13/2017	1,500.00	-	-	-	1,500.00
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, ND) - 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
Peter Biegler, Jr - OIN 9748	7/17/2017	245,185.00	5,000.00	-	-	250,185.00
19-141-49 NE 1/4 A 160.00 - Schoenberg Farms	7/18/2017	3,470,167.12	-	-	-	3,470,167.12
SHEY RIV - Chose	7/28/2017	60,128.07	-	-	-	60,128.07
W 1/2d 1/2 10-141-49 & NW 1/4 10-141-49 - Larson Family Farm Trust	8/1/2017	1,402,847.99	-	-	-	1,402,847.99
S1/2 W1/2 NW1/4 - Conyers	8/3/2017	33,150.00	-	-	-	33,150.00
27th St SE, between 169th Ave SE and I-29 - Nelson	8/3/2017	1,024,189.50	-	-	-	1,024,189.50
2368 173rd Ave SE & Rural Land Part of SE1/4 35-142-49, Wiser, ND	8/4/2017	614,439.02	-	-	-	614,439.02
Meridian, Cass County, ND - Heiden Family, LLLP	8/4/2017	1,326,882.11	-	-	-	1,326,882.11
20-141-49 SW 1/4 A 160.00 - Lloyd & Alice Amundson	8/9/2017	123,563.38	-	-	-	123,563.38
5251 174 1/2 Ave SE, Pleasant Township, ND 58047	8/18/2017	254,354.28	-	-	-	254,354.28
35-142-49 SW 1/4 A 160.00 - Burley	8/31/2017	167,091.47	-	-	-	167,091.47
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
City of Fargo - OIN 2366 & OIN 2367	3/9/2017	1,314,373.30	-	-	-	1,314,373.30
Edwin and Margaret Ployhart OIN 8852	4/5/2017	5,121.18	-	-	-	5,121.18
Arthur Mathison RT OIN 1994	5/19/2017	750.00	-	-	-	750.00
Ideal Ag Corp OIN 9789 / 9790	5/25/2017	30,120.68	-	-	-	30,120.68
OIN 1195 / 1196 - Mark Thorson	9/15/2017	203,678.32	-	-	-	203,678.32
		84,039,656.38	32,000.00	35,642,237.33	(1,117,856.01)	118,596,037.70
			-		-	
					Property Management Expense	1,697,342.21
					Grand Total	**$ 120,293,379.91**

FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of November 30, 2017

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	$ 8,683,649.98	$ 8,683,649.98
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	$ 828,792.49	$ 828,718.42
V02803	Consolidated Communications	2nd Street Utility Relocation	$ 1,178,781.73	$ 1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	$ 266,892.07	$ 266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	$ 17,583,287.19	$ 17,500,178.16
V02806	HMG	WP42 - Services During Construction	$ 5,343,413.00	$ 4,589,484.04
V02807	CCJWRD	In-Town Levee Work	$ 6,212,413.40	$ 5,886,140.36
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	$ 397,906.52	$ 397,906.52
V02809	AT & T	2nd Street Utility Relocation	$ 586,269.60	$ 586,269.60
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	$ 769,791.73	$ 769,791.73
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	$ 16,720,591.15	$ 16,289,941.85
V02813	Landwehr Construction	Park East Apartments Demolition	$ 1,169,651.74	$ 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	$ 907,999.08	$ 907,999.08
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	$ 1,599,646.21	$ 1,599,646.21
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	$ 738,880.50	$ 738,880.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	$ 13,356,031.40	$ 13,309,100.81
V02820	CH2M Hill	WP42 - Construction Management Services	$ 851,775.30	$ 851,775.30
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	$ 1,726,847.35	$ 1,634,666.45
V02822	City of Fargo	COF - 2016 O&M on Lifts	$ 6,402.85	$ 6,402.85
V02823	Hoffman & McNamara Nursery & Lan	WP-42G General Landscaping and Planting	$ 495,801.98	$ 306,473.02
V01703	Various	In-Town Property Purchases	$ 38,996,754.16	$ 37,545,268.14
			$ 121,098,747.35	$ 117,724,786.48

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: October 1, 2017 - October 31, 2017 - OHB Levee Related Costs

Drawdown Request No: 55			
Requested Amount:		**$**	**488,613**
Total Funds Expended This Period:		$	698,935
Total Funds Requested at 100% Match			278,292
Remaining Funds Requested at 50% Match			420,643
SB 2020 Matching Requirements			50%
Total Funds Requested at 50% Match			210,321
Total Funds Requested:		**$**	**488,613**

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 from 2015 Legislative Session - Interior Flood Control			60,000,000
Appropriations from 2017 Legislative Session			66,500,000
Appropriations to be funded in 2019 Legislative Session - Available 7/1/2019	66,500,000		
Appropriations to be funded in 2021 Legislative Session - Available 7/1/2021	66,500,000		
Appropriations to be funded in 2023 Legislative Session - Available 7/1/2023	66,500,000		
Total State Funds	199,500,000		370,500,000
Less: Payment #1 through #35 - City of Fargo			(55,510,209)
Less: Payment #1 - Cass County			(136,039)
Less: Payment #1 through #7 - Interior Flood Control			(60,000,000)
Less: Payment #1 through #28 - FM Diversion Authority			(38,049,107)
Less: Payment #29 through #38 - FM Metro Area Flood Risk Management Project			(63,009,387)
Less: Payment #39 - FM Metro Area Flood Risk Management Project			(1,535,060)
Less: Payment #40 - FM Metro Area Flood Risk Management Project			(465,203)
Less: Payment #41 - FM Metro Area Flood Risk Management Project			(3,666,207)
Less: Payment #42 - FM Metro Area Flood Risk Management Project			(1,527,676)
Less: Payment #43 - FM Metro Area Flood Risk Management Project			(31,468)
Less: Payment #44 - FM Metro Area Flood Risk Management Project			(301,262)
Less: Payment #45 - FM Metro Area Flood Risk Management Project			(396,025)
Less: Payment #46 - FM Metro Area Flood Risk Management Project			(457,440)
Less: Payment #47 - FM Metro Area Flood Risk Management Project			(538,830)
Less: Payment #48 - FM Metro Area Flood Risk Management Project			(751,091)
Less: Payment #49 - FM Metro Area Flood Risk Management Project			(25,546)
Less: Payment #50 - FM Metro Area Flood Risk Management Project			(3,837,546)
Less: Payment #51 - FM Metro Area Flood Risk Management Project			(1,501,080)
Less: Payment #52 - FM Metro Area Flood Risk Management Project			(1,565,228)
Less: Payment #53 - FM Metro Area Flood Risk Management Project			(708,163)
Less: Payment #54 - FM Metro Area Flood Risk Management Project			(897,057)
Less: Payment #55 - FM Metro Area Flood Risk Management Project			(488,613)
Total Funds Reimbursed			(235,398,238)
Total State Fund Balances Remaining		**$**	**135,101,762**

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	$	78,466,468
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 #1-28 - FM Diversion Authority		(11,052,710)
Less: Match Used on Payment #29-38 - FM Metro Area Flood Risk Management Project		(13,707,559)
Less: Match Used on Payment #39 - FM Metro Area Flood Risk Management Project		(830,718)
Less: Match Used on Payment #41 - FM Metro Area Flood Risk Management Project		(3,094,610)
Less: Match Used on Payment #45 - FM Metro Area Flood Risk Management Project		(268,071)
Less: Match Used on Payment #47 - FM Metro Area Flood Risk Management Project		(334,847)
Less: Match Used on Payment #50 - FM Metro Area Flood Risk Management Project		(732,590)
Less: Match Used on Payment #51 - FM Metro Area Flood Risk Management Project		(1,336,028)
Less: Match Used on Payment #52 - FM Metro Area Flood Risk Management Project		(294,854)
Less: Match Used on Payment #54 - FM Metro Area Flood Risk Management Project		(595,622)
Less: Match Used on Payment #55 - FM Metro Area Flood Risk Management Project		(278,292)
Balance of Local Matching Funds Available	**$**	**4,297,908**

Finance Committee Bills through December 14, 2017

Vendor	Description		
Studio 7 Productions, Inc.	Diversion Task Force meeting expenses	$	1,585.00
Studio 7 Productions, Inc.	Diversion Task Force meeting expenses	$	1,585.00
Erik R. Johnson & Associates, Ltd.	Legal services rendered through October 25, 2017	$	2,768.60
Erik R. Johnson & Associates, Ltd.	Legal services rendered through November 25, 2017	$	1,046.40
Springsted	Professional services through October 31, 2017	$	12,952.93
Dorsey & Whitney LLP	Legal services rendered through October 31, 2017	$	153,703.96
Dorsey & Whitney LLP	Legal services rendered through November 30, 2017	$	75,297.30
Ohnstad Twichell, P.C.	Professional services rendered	$	29,056.50
ND Water Users Association	Membership dues	$	5,000.00
Gray Pannell & Woodward LLP	Legal services rendered acting as co-bond counsel	$	77,500.00
Cass County Government	Reimburse traffic control	$	1,480.00
Cass County Joint Water Resource District	Diversion bills	$	3,861,037.53
Total Bills Received through December 14, 2017		$	4,223,013.22

Studio 7 Productions, Inc.
P.O. Box 1677
Fargo, ND 58107 US
brian@s7p.net
http://www.s7p.net

studio PRODUCTIONS

BILL TO
FM Diversion Authority
Attention Greg Schildberger
200 3rd St North
Fargo, ND 58102

SHIP TO
FM Diversion Authority
Attention Greg Schildberger
200 3rd St North
Fargo, ND 58102

INVOICE # 1267
DATE 11/06/2017
DUE DATE 11/06/2017
TERMS Due on receipt

P.O. NUMBER
Diversion Meeting

SALES REP
bmb

ITEM	QTY	RATE	AMOUNT
100 - Production Production Service Scope - Studio 7 will provide audio support for the upcoming meeting located at the Fargodome. This estimate includes pro audio equipment with pro audio tech. Studio 7 will need to set up starting at 7am on Nov 13th prior to the 10:00am meeting	1	0.00	0.00
MP - 010- Small Event Rental Small Event Live Production Renatal - 4 Array Speakers / Stands / Behringer X32 Digital Board	1	475.00	475.00
100 - Production:Rental 9001 PTT Table mic's	20	25.00	500.00
100 - Production:Rental 9001 Digital 32 channel snake	1	65.00	65.00
400 - Support:430 Pro Tech Day Rate	1	400.00	400.00
100 - Production:Rental 9003 Rental - Hand Held Wireless	2	35.00	70.00
100 - Production Added - Sunday Mult Box	1	75.00	75.00

PAID

PAYMENT	1,585.00
BALANCE DUE	**$0.00**

Studio 7 Productions, Inc.
P.O. Box 1677
Fargo, ND 58107 US
brian@s7p.net
http://www.s7p.net

INVOICE

BILL TO
Greg Schildberger
City of Fargo
P.O Box 2083
Fargo, ND 58107-2083

SHIP TO
Greg Schildberger
City of Fargo
P.O Box 2083
Fargo, ND 58107-2083

INVOICE # 1275
DATE 12/13/2017
DUE DATE 12/13/2017
TERMS Due on receipt

P.O. NUMBER
Diversion Meeting

ACTIVITY	QTY	RATE	AMOUNT
100 - Production:110 Production Service Scope - Studio 7 will provide audio support for the upcoming meeting located at the Fargodome. Includes pro audio equipment with pro audio tech. Studio 7 will need to set up starting at 1pm on Sunday Dec 11th prior to the 10:00am meeting	1	1,000.00	1,000.00
100 - Production:110 Small Event Live Production Renatal - 4 Array Speakers / Stands / Behringer X32 Digital Board	1	585.00	585.00

BALANCE DUE **$1,585.00**

Erik R. Johnson & Associates, Ltd.

Attorneys at Law

October 25, 2017
Invoice No. 2595

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

RE: Metro Flood Project-General Legal Matters

For Legal Services Rendered Through October 25, 2017

INVOICE TOTAL

Total for Current Legal Fees	$2768.60
Total for Current Disbursements and Service Charges	$
Total for Current Invoice	**$2768.60**

Summary of Account

*Prior Balance Due	$
Total Amount Due	$2768.60

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

We appreciate your business.

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

Erik R. Johnson & Associates, Ltd.

Attorneys at Law

November 25, 2017
Invoice No. 2604

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

RE: Metro Flood Project-General Legal Matters

For Legal Services Rendered Through November 25, 2017

INVOICE TOTAL

Total for Current Legal Fees	$1046.40
Total for Current Disbursements and Service Charges	$
Total for Current Invoice	**$1046.40**

Summary of Account

*Prior Balance Due	$
Total Amount Due	$1046.40

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

We appreciate your business.

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

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

November 16, 2017
Project No: 012265.100
Invoice No: 6

Re: Financial Feasibility Analysis (Progress Billing)
For Professional Services through October 31, 2017
Professional Personnel

	Hours	Rate	Amount	
Principal, Senior Officer	2.00	260.00	520.00	
Officer, Project Manager	25.90	215.00	5,568.50	
Senior Associate	42.50	160.00	6,800.00	
Totals	70.40		12,888.50	
Total Labor				12,888.50
Telephone-Audio/Video Conferencing			64.43	
			64.43	64.43
		Total this Invoice		$12,952.93

	Current	Prior	Total	Received
Billings to Date	**12,952.93**	**136,903.21**	**149,856.14**	**136,903.21**

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

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.

CITY OF Fargo

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

December 1, 2017

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

Re: Metro Flood Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated November 17, 2017 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through October 31, 2017 on the Metro Flood Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

Erik R. Johnson

ERJ/lmw
Enclosure
cc: Bruce Grubb

DORSEY
DORSEY & WHITNEY LLP

MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

November 17, 2017
Invoice No. 3388248

RECEIVED
BY DATE 11-22-17

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

For Legal Services Rendered Through October 31, 2017

INVOICE TOTAL

Total For Current Legal Fees	$144,372.50
Total For Current Disbursements and Service Charges	$9,331.46
Total For Current Invoice	**$153,703.96**
Summary of Account	
*Prior Balance Due	$217,640.46
Total Amount Due	$371,344.42

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

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

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

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

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

Please make reference to the invoice number

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

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

DORSEY
DORSEY & WHITNEY LLP

MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

December 7, 2017
Invoice No. 3391566

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

For Legal Services Rendered Through November 30, 2017

INVOICE TOTAL

Total For Current Legal Fees	$55,621.50
Total For Current Disbursements and Service Charges	$19,675.80
Total For Current Invoice	**$75,297.30**

Summary of Account

*Prior Balance Due	$153,703.96
Total Amount Due	$229,001.26

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

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

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

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

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

Please make reference to the invoice number

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

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

OHNSTAD TWICHELL, P.C.

Attorneys at Law

901 13th Avenue East, P.O Box 458
West Fargo, ND 58078-0458
701-282-3249

15-1395 JTS Invoice # 153357

Flood Diversion Board

Bond Counsel Work - PPP

Date: December 6, 2017

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

PROFESSIONAL SERVICES RENDERED

	Hours	Hourly Rate	Totals
JTS	39.7	$300.00	$11,910.00
CMM	1.5	$300.00	$450.00
KJB	5.2	$265.00	$1,378.00
TJL	50.5	$250.00	$12,625.00
CBC	0.5	$200.00	$100.00
MPS	7.9	$175.00	$1,382.50
AJM	7.9	$150.00	$1,185.00
HCG	0.2	$130.00	$26.00
Total Fees:	**113.4**		**$29,056.50**
Total Expenses:			**$0.00**
Grand Total			**$29,056.50**

		2017 Hourly Rates
JTS	John T. Shockley, Partner, Supervising Attorney	$300.00
CMM	Christopher M. McShane, Partner	$300.00
KJB	Katie J. Bertsch, Associate	$265.00
TJL	Tyler J. Leverington, Associate	$250.00
CBC	Calley B. Campbell, Associate	$200.00
MPS	Michael P. Sly, Associate	$175.00
AJM	Andrea J. Murphy, Paralegal	$150.00
HCG	Hannah C. Gilbert, Paralegal	$130.00

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

153357

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 153356	Flood Diversion Board	Bond Counsel Work - PPP
FILE NUMBER	**MATTER DESCRIPTION**	**INVOICE - TOTAL FEES**
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	$9,376.50
151395-3	P3 Procurement	$1,017.00
151395-4	Public Finance Issues	$1,368.50
151395-5	Consultant Contract Review/Development	$420.00
151395-6	Support of External Litigation Counsel	$2,100.00
151395-7	Coordination with Member Entities	$1,182.50
151395-8	MNDNR Permit Issues	$285.00
151395-13	Third Party Utility MOU's	$12,947.00
151395-14	ICS Issues	$360.00
TOTAL		**$29,056.50**

North Dakota Water Users Association
P.O. Box 2254
Bismarck, North Dakota 58502
(701) 223-4615

DEDICATED TO THE PROTECTION, DEVELOPMENT, AND MANAGEMENT OF NORTH DAKOTA'S WATER RESOURCES

MEMBERSHIP DUES STATEMENT

DARRELL VANYO
F-M AREA DIVERSION AUTHORITY
PO BOX 2806
FARGO ND 58108

DATE DUE: January 1, 2018

COUNTY	MEMBERSHIP CLASSIFICATION	AMOUNT DUE
CASS	SUSTAINING MEMBER	$5,000.00

The portion of dues paid to the North Dakota Water Users Association, which is attributable to lobbying activities, is 5% or less.

(Please mark address corrections)
DARRELL VANYO
F-M AREA DIVERSION AUTHORITY
PO BOX 2806
FARGO ND 58108

Please return this portion with your check payable to ND Water Users Association.

Mail remittance to:
North Dakota Water Users Association
P.O. Box 2254
Bismarck, ND 58502

Amount Due: $5,000.00

County: CASS

Contact Person: _____

Phone Number: _____

GRAY PANNELL & WOODWARD LLP
Attorneys at Law

The Realty Building
24 Drayton Street, Suite 1000
Savannah, GA 31401
(912) 443-4040

One Buckhead Plaza
3060 Peachtree Road, N.W., Suite 730
Atlanta, GA 30305
(404) 480-8899

gpwlawfirm.com

#12345-25

November 13, 2017

City of Fargo
c/o Kent Costin
Director of Finance
200 Third Street North
Fargo, North Dakota 58102

RE: $100,000,000 CITY OF FARGO, NORTH DAKOTA TAX EXEMPT LOAN (2017)

For legal services rendered in acting as co-bond counsel, in association with Erik R. Johnson & Associates, Ltd., in connection with the issuance of the above referenced loans and notes on July 31, 2017, including participation in the preparation of resolutions, closing documents, and the notes; review of other documents including documents associated with Cass County loans of $100 million each; rendering our co-bond counsel opinions; rendering local counsel opinion; and participation in conference calls, including all disbursements, as follows:

Fee of Gray Pannell & Woodward LLP $73,500.00
Fee of Erik R. Johnson and Associates Ltd. 3,500.00

Amount Due:
Fees: $77,000.00
Disbursements* 500.00

Total Amount Due: $77,500.00

Remittance to:

Gray Pannell & Woodward LLP
24 Drayton Street, Suite 1000
Savannah, Georgia 31401

**Includes production of documents, binding of closing transcripts, copying, delivery, travel, and all other out-of-pocket expenses. Fargo will not be responsible for any expenses which exceed this estimated amount nor will any refund be made if actual expenses are less than the estimated amount.*

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

DATE: 12/13/17

TO: DIVERSION AUTHORITY
PO BOX 2806
211 9TH ST S
FARGO, ND 58108

CUSTOMER NO: 3252/3308 TYPE: CE - COUNTY ENGINEER

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	10/11/17	BEGINNING BALANCE			150.00
6050	8/31/17	TRAFFIC CONTROL NORTHSTAR SAFETY BILL INV# 1064-3			1,600.00
	10/30/17	PAYMENT			150.00-
6050	11/30/17	WATCH PERSON CREDIT NORTHSTAR SAFETY INV# 1164-4			120.00-

Current	30 days	60 days	90 days
1480.00			

DUE DATE: 1/12/18

PAYMENT DUE: 1,480.00
TOTAL DUE: $1,480.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/13/17 DUE DATE: 1/12/18 NAME: DIVERSION AUTHORITY
CUSTOMER NO: 3252/3308 TYPE: CE - COUNTY ENGINEER

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

TOTAL DUE: $1,480.00

3252

To(OWNER): CASS COUNTY HIGHWAY DEPT
1201 WEST MAIN AVE
WEST FARGO, ND 58078

From: NORTHSTAR SAFETY, INC
794 WEST MAIN AVE
WEST FARGO, ND 58078
(701) 282-2110

Project: CASS COUNTY HIGHWAY DEPT
FMM DIVERSION INLET
STRUCTURE
W912ES-16-R-002

Via(Architect/: Engineer)

Application No: 3
Invoice No: 1064-3
Invoice Date: 8/31/2017
Terms: Net 30
Due Date: 9/30/2017
Period To: 8/31/2017
Project No:
Contract Date:

For:

No.	Description	Total Quantity		Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
	TRAFFIC CONTROL								
10.055	TRAFFIC CONTROL	1	LS	5,500.00	5,500.00	1	5,500.00	4,125.00	1,375.00
10.064	PORT/CHNGE MESS SIGN	28	DAY	55.00	1,540.00	28	1,540.00	1,540.00	0.00
10.122	WATCH Person	1	DAY	225.00	225.00	6	1,350.00	1,125.00	225.00
					7,265.00		8,390.00	6,790.00	1,600.00
					7,265.00		8,390.00	6,790.00	1,600.00

~~6/8/17~~

6/8, 6/9, 6/30, 7/13, 7/27, 8/10

MS 1002

5158/77

To(OWNER): CASS COUNTY HIGHWAY DEPT
1201 WEST MAIN AVE
WEST FARGO, ND 58078

From: NORTHSTAR SAFETY, INC
794 WEST MAIN AVE
WEST FARGO, ND 58078
(701) 282-2110

For:

Project: CASS COUNTY HIGHWAY DEPT
FMM DIVERSION INLET
STRUCTURE
W912ES-16-R-002

Via(Architect/: Engineer)

Application No: 4
Invoice No: 1164-4
Invoice Date: 11/30/2017
Terms: COD
Due Date: 11/30/2017
Period To: 11/30/2017
Project No:
Contract Date:

No.	Description	Total Quantity		Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
	TRAFFIC CONTROL								
10.055	TRAFFIC CONTROL	1	LS	5,500.00	5,500.00	1	5,500.00	5,500.00	0.00
10.064	PORT/CHNGE MESS SIGN	28	DAY	55.00	1,540.00	28	1,540.00	1,540.00	0.00
10.122	WATCH	1	DAY	225.00	225.00	6	1,350.00	1,350.00	0.00
					7,265.00		8,390.00	8,390.00	0.00
10.123	WATCH PERSON CREDIT-ERR	6	DAY	-20.00	-120.00	6	-120.00	0.00	-120.00
					7,145.00		8,270.00	8,390.00	-120.00

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

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

December 15, 2017

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

Greetings:

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

Enclosed please find copies of bills totaling $3,861,037.53 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	$2,919,018.13
Oxbow-Hickson-Bakke Ring Levee	307,970.01
Oxbow Golf and Country Club	632,177.89
In-Town Levees	1,871.50

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES Updated 12/15/17

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/15/2017	11/30/2017	153370	100007	518.00	Ohnstad Twichell, P.C.	Legal-FM Diversion - Right of Entry
12/15/2017	11/30/2017	153626	130007	5,179.50	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
12/15/2017	10/31/2017	153121	170007	3,743.10	Ohnstad Twichell, P.C.	Legal-Right of Entry 2017
12/15/2017	11/30/2017	153415	170007	2,630.26	Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area
12/15/2017	11/30/2017	153369	90007	300.14	Ohnstad Twichell, P.C.	Legal-Basin Project 2009
12/15/2017	11/30/2017	153389	160007	1,896.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009 - Inlet Structure
12/15/2017	11/30/2017	153391	160007	3,013.50	Ohnstad Twichell, P.C.	Legal-Channel Phase I
12/15/2017	11/30/2017	153392	160007	360.00	Ohnstad Twichell, P.C.	Legal-Channel Phase II
12/15/2017	10/31/2017	153114	160007	5,773.08	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Cossette
12/15/2017	10/31/2017	153123	170007	1,122.95	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Sauvageau
12/15/2017	10/31/2017	153115	160007	3,153.50	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Ulstad
12/15/2017	10/31/2017	153122	170007	6,198.52	Ohnstad Twichell, P.C.	Legal-Wild Rice Dam removal
12/15/2017	11/15/2017	722844	38810	748.00	Larkin Hoffman	Legal-Johnson, Monson, Tines and Anderson property acquisition
12/15/2017	11/15/2017	722845	38810.00001	612.00	Larkin Hoffman	Legal-Sauvageau property acquisition
12/15/2017	11/9/2017	13302		750.00	All American Plumbing and Heating Inc	winterizing 16678 3rd St South Moorhead MN
11/29/2017	11/29/2017			2,433,020.59	The Title Company	Property purchase - Cossette
12/15/2017	12/6/2017	94135		301.79	Deans Bulk Service Inc.	Propane for 16678 3rd St South Moorhead MN
12/15/2017	12/1/2017	92612		160.88	Deans Bulk Service Inc.	Propane for 17449 50th St SE, Hickson
12/15/2017	12/15/2017			37.59	Deans Bulk Service Inc.	Tank rental at 17449 50th St SE, Hickson
12/15/2017	12/6/2017	850.04		157.34	Red River Valley Coop Power Assoc	Service to 16678 3rd St S
12/15/2017	11/6/2017	68910	R12.00049	528.50	Ulteig Engineering	Task Order 2 - project mgmt, ROW services
12/18/2017	12/18/2017			248,677.89	The Title Company	Haux property purchase
12/13/2017	12/13/2017			200,135.00	The Title Company	Ohnstad Property purchase
			Total	**2,919,018.13**		

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
			Total	**0.00**		

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
12/1/2017	10/5/2017	29846			242,917.00	Cass County Electric Cooperative	Utility relocation - final payment
12/15/2017	11/30/2017	153378		140007	1,262.50	Ohnstad Twichell, P.C.	Legal-Oxbow-Hickson-Bakke Levee project
12/15/2017	10/31/2017	153116		160007	7,482.68	Ohnstad Twichell, P.C.	Legal - Eminent Domain - Erickson
12/15/2017	11/9/2017	6		43E.2D	45,395.10	Schmidt and Sons Construction Inc.	Demolition on Schnell Drive and Riverbend Road - final pay
12/15/2017	11/14/2017	1140519			148.09	Cass County Electric Cooperative	Service to 829 Riverbend Road
11/20/2017	11/6/2017	1121701			91.43	Cass County Electric Cooperative	Service to 843 Riverbend Rd
11/20/2017	11/6/2017	1122561			13.56	Cass County Electric Cooperative	Service to 848 Riverbend Rd
12/15/2017	10/31/17	18510		2830-00	7,983.40	ProSource Technologies LLC	Relocation appeal and const draw for OHB
12/15/2017	11/15/17	B111808		B14-04209.05	1,409.25	Braun Intertec Corporation	Environmental and CMT services County Rd 18 and County Rd 81
12/15/2017	11/15/17	B111807		B14-04209.07	1,267.00	Braun Intertec Corporation	Environmental and CMT services County Rd 18 and County Rd 81
				Total	**307,970.01**		

OXBOW GOLF AND COUNTRY CLUB INVOICES

Invoice	Invoice	Invoice	Project

Paid	Date	No.	No.	Amount	Vendor	Description
12/15/2017	11/13/2017	21		13,000.00	Oxbow Golf & Country Club	Gary Killebrew - consultant fees
12/15/2017	11/13/2017	25		452,361.56	Oxbow Golf & Country Club	Landscapes Unlimited LLC - construction costs
12/15/2017	11/28/2017	26		166,816.33	Oxbow Golf & Country Club	Landscapes Unlimited LLC - construction costs
			Total	**632,177.89**		

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
	11/8/2017			279,727.55	Fargo Public Schools	Relocation claims
12/15/2017	12/1/2017	13368		340.00	All American Plumbing and Heating Inc	adjust/calibrate thermostat at FPS Building
12/15/2017	11/14/2017	38618774		237.50	Trane US Inc.	repair at FPS building
12/15/2017	11/28/2017	571090840		808.40	Xcel Energy	Natural gas service to 419 3rd St N
12/15/2017	11/28/2017	571090898		485.60	Xcel Energy	Electric service to 419 3rd St N
			Total	**281,599.05**		
				-279,727.55	Fargo Public Schools	Relocation claims - WAITING FOR API APPROVAL
				1,871.50		
			Grand Total	**3,861,037.53**		

Recommended Contracting Actions

Date: December 20, 2017

Description	Company	Budget Estimate ($)
Task Order – Diversion Authority		
Flowage Easements Valuation **Task Order 1 – Amendment 0** • Flowage Easements Valuation – Phase 1	Crown Appraisals, Inc.	**$500,000.00**
Construction Change Orders – Diversion Authority		
WP 42F1N – Flood control, 2nd St N, North of Pump Station **Change Order 07** • Final Unit Price quantity balancing • Additional fiber optic conduit and cable • Additional sidewalk traffic control • Additional vibration monitoring	Industrial Builders, Inc.	**$6,875.42**
WP 43CD – OHB ring Levee Phases C & D **Change Order 02** • Incorporate previously approved WCD-001 and WCD-002 • Add additional borrow pit stripping • Add additional utility removals, protection, relocations and damage repair • Add temporary access road	Meyer Contracting	**$508,207.56**
WP 42A.2 –2nd St North Pump Station **Change Order 12** • Modify lubrication system • Add a submersible transducer • Furnish track rack guides	Industrial Builders, Inc.	**$12,898.48**
Total		**$527,981.46**

Recommended Contracting Actions

Date: December 20, 2017

Description	Company	Budget Estimate ($)
Task Order – Diversion Authority		
Flowage Easements Valuation **Task Order 1 – Amendment 0** • Flowage Easements Valuation – Phase 1	Crown Appraisals, Inc.	**$500,000.00**

Technical Advisory Group Recommendation

Meeting Date: 12/15/2017

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016, the Owner's Program Management Consultant (PMC) and/or Co-Executive Directors shall submit a proposed Contract relating to engineering, architectural, and other professional services to the Finance Committee for review. The Finance Committee shall then submit its recommendation and the proposed Contract to the Diversion Authority Board for approval. In this instance, the PMC is submitting this professional services contract to TAG for review prior to Finance Committee.

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

Description	Budget Estimate ($)
Crown Appraisals, Inc.	
Task Order 1 - Amendment 0	***$500,000***
• Flowage Easements Valuation – Phase 1	

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Previous Project Cost	Budget ($) Change	Revised Project Cost	Project Start	Project Completion	Comments
Task Order 1, Amendment 0	0.00	0.00	$500,000	21-Dec-17	31-Aug-18	Flowage Easements Valuation – Phase 1

BACKGROUND AND DISCUSSION:

The Fargo-Moorhead Area Flood Diversion Project (Project) requires retention of flood waters within a staging area upstream of the metro area during extreme events. The upstream retention of flood waters is necessary to mitigate downstream impacts from operation of the Project. The Diversion Authority is required to mitigate the impacts of upstream flood water retention. Part of the mitigation includes purchasing permanent flowage easements for the right to periodically and temporarily store water on the land in the upstream mitigation area.

In recognition of the need to better estimate the value of flowage easements, the Diversion Authority and Cass County Joint Water Resource District (CCJWRD) issued a request for qualifications for appraisal services in July 2017. Four proposals were received and reviewed in September 2017, and the proposal from Crown Appraisals, Inc. was the top ranked. The RFQ and original proposals were developed based on the Project prior to the federal court injunction, and therefore the contracting action was put on hold. Subsequently, with the encouragement from the Governors' Task Force, additional discussions indicated a strong desire and need to start the process of defining flowage easement values. As such, the original proposal from Crown Appraisals, Inc. was split into phases.

The Diversion Authority recognizes that establishing an appropriate value for the flowage easements is a complex and important task. The Diversion Authority also recognizes that the exact location of the upstream mitigation area will be defined upon further detailed technical analysis, hydraulic modeling, and permitting of changes to the Project resulting from the Flood Diversion Task Force established by the Governors' of Minnesota and North Dakota. In recognition of these considerations, the Diversion Authority believes it is prudent to start the process of valuing flowage easements by authorizing Consultant to conduct Phase 1 of the flowage easements valuation services.

Phase 2 of the flowage easements valuation services is anticipated to include utilizing the results from Phase 1 to streamline the production of individual property valuation reports. It is anticipated that an Amendment would be issued to authorize Phase 2 services after the exact location, boundaries, and operation of the upstream mitigation area is determined through detailed technical analysis, hydraulic modeling, and permitting. Commencing with Phase 1 now will allow the data gathering and regression model development to proceed in a parallel timeframe to the technical hydraulic modeling.

FINANCIAL CONSIDERATIONS:

Crown Appraisals, Inc. provided a proposal for flowage easement valuation services, based on attached draft Task Order 1, Amendment 0. The PMC reviewed the proposed services and fees, and considers them reasonable for the scope of work.

The table below shows the recommended Amendment budgets.

Flowage Easement Valuation	Activity ID	Current Budget ($)	Change ($)	Revised Budget ($)
Phase 1		500,000		
TOTAL		**500,000**		

This amount of $500,000 is included in the proposed FY-2018 MFDA budget.

ATTACHMENT(S):

1. DRAFT MSA
2. DRAFT Task Order 1 Amendment 0

Submitted by:

John W. Glatzmaier

John Glatzmaier
CH2M
Metro Flood Diversion Project

December 15, 2017
Date

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

Robert Zimmerman, Moorhead City Engineer
Concur: *December 15, 2017* *Non-Concur* _____

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

Jason Benson, Cass County Engineer
Concur: *December 15, 2017* *Non-Concur* _____

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

Jeff Ebsch, Assistant Cass County Engineer, Diversion Authority Project Manager
Concur: *December 15, 2017* *Non-Concur* _____

Recommended Contracting Actions

Date: December 20, 2017

Description	Company	Budget Estimate ($)
Construction Change Orders – Diversion Authority		
WP 42F1N – Flood control, 2nd St N, North of Pump Station **Change Order 07** • Final Unit Price quantity balancing • Additional fiber optic conduit and cable • Additional sidewalk traffic control • Additional vibration monitoring	Industrial Builders, Inc.	**$6,875.42**

Technical Advisory Group Recommendation

Meeting Date: 12/8/2017

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

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

Description	Budget Estimate ($)
Industrial Builders, Inc.	
WP-42F1N (Flood Control, 2nd St N, North of Pump Station)	
Final Balancing Change Order #7	***$6,875.42***

- Final Unit Price quantity balancing
- Additional fiber optic conduit and cable
- Additional sidewalk traffic control
- Additional vibration monitoring

Summary of Contracting History and Current Contract Action:

Industrial Builders, Inc. was award the construction contract for the Metro Flood Diversion Authority's (MFDA) WP-42F1N (Flood Control, 2nd Street North, North of Pump Station) on April 14, 2016.

The project work has been completed, and this final balancing change order incorporates field verified unit price quantities, the addition of a fiber optic conduit, additional traffic control, and additional vibration monitoring.

Below is a summary of contracting history to date along with the current contracting action.

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

Original Agreement or Amendment	Previous Project Cost	Budget ($) Change	Revised Project Cost	Project Start	Project Completion	Comments
						Foundation Removal, & BNSF Project Delay
Change Order No. 3	13,184,201.05	(22,030.50)	13,162,170.55	25-Apr-16	1-Jul-17	Plansheet Updates, Retaining Wall Column, 6" Impressioned Concrete, Additional Bridge Lighting
Change Order No. 4	13,162,170.55	8,648.00	13,170,818.55	25-Apr-16	1-Jul-17	8" Plaza Concrete, Additional Pull Boxes, Milestone Changes
Change Order No. 5	13,170,818.55	127,282.10	13,298,100.65	25-Apr-16	1-Jul-17	Temporary Striping and Quantity Balancing
Change Order No. 6	13,298,100.65	55,605.75	13,353,706.40	25-Apr-16	1-Jul-17	Asphalt Paving, BNSF Railroad Ties, Balance Quantities, and other items
Change Order No. 7	13,353,706.40	6,875.42	13,360,581.82	25-Apr-16	1-Jul-17	Final unit price quantity balancing, add fiber optic conduit/cable, add additional traffic control, add addition vibration monitoring

DISCUSSION

Change Order No. 7 modifies unit price quantities, adds a COF requested fiber optic conduit, additional traffic control, and additional vibration monitoring. These changes result in a Contract Price increase of $6,875.42 and no change to the Contract Time. The Change Order consists of the following items:

1. Final Unit Price Quantity Balancing: Installed quantities for Unit Price Bid Items were verified by the Engineer, resulting in the following quantity and price changes. The attached Change Order 7 Unit Price Schedule dated 12/7/2017 shows the change to each bid item. The sum of these unit price changes is a price decrease of ($11, 178.58). There is no schedule change associated with these change items.
    a. Bid Item 0046, *F&I Storm Pipe w/GB 48" Dia Reinf Conc*: Increase the quantity 0.5 LF at the Contract Unit Price of $410.00 per LF for a price increase of $205.00.
    b. Bid Item 0047, *Remove Pavement All Thicknesses All Types*: Increase the quantity 502 SY at the Contract Unit Price of $12.00 per SY for a price increase of $6,024.00.
    c. Bid Item 0048, *Remove Sidewalk All Thicknesses All Types*: Increase the quantity 130 SY at the Contract Unit Price of $7.50 per SY for a price increase of $975.00.
    d. Bid Item 0054, *F&I Class 5 Agg - 12" Thick*: Decrease the quantity (192) SY at the Contract Unit Price of $18.90 per SY for a price decrease of ($3,628.80).
    e. Bid Item 0056, *F&I Curb & Gutter Standard (Type II)*: Decrease the quantity (37) LF at the Contract Unit Price of $30.00 per LF for a price decrease of ($1,110.00).
    f. Bid Item 0058, *Remove Curb & Gutter*: Increase the quantity 39 LF at the Contract Unit Price of $7.35 per SY for a price increase of $286.65.
    g. Bid Item 0059, *F&I Pavement 9" Thick Doweled Conc*: Decrease the quantity (6) SY at the Contract Unit Price of $88.00 per SY for a price decrease of ($528.00).
    h. Bid Item 0061, *F&I Aggregate for Asph Pavement FAA 43*: Decrease the quantity (82.5) TON at the Contract Unit Price of $92.00 per TON for a price decrease of ($7,590.00).
    i. Bid Item 0062, *F&I Asphalt Cement PG 58-28*: Decrease the quantity (2,578.6) GAL at the Contract Unit Price of $2.05 per GAL for a price decrease of ($5,286.13).

j. Bid Item 0063, *F&I Sidewalk 4" Thick Reinf Conc*: Decrease the quantity (105) SY at the Contract Unit Price of $55.00 per SY for a price decrease of ($5,775.00).

k. Bid Item 0064, *F&I Sidewalk 6" Thick Reinf Conc*: Increase the quantity 279 SY at the Contract Unit Price of $65.00 per SY for a price increase of $18,135.00.

l. Bid Item 0065, *Temp Construction Entrance*: Decrease the quantity (1) EA at the Contract Unit Price of $4,200.00 per EA for a price decrease of ($4,200.00).

m. Bid Item 0068, *F&I Det Warn Panels Cast Iron*: Decrease the quantity (27) SF at the Contract Unit Price of $60.00 per SF for a price decrease of ($1,620.00).

n. Bid Item 0074, *F&I Grooved Plastic Film Message*: Decrease the quantity (16) SF at the Contract Unit Price of $37.00 per SF for a price decrease of ($592.00).

o. Bid Item 0075, *F&I Grooved Plastic Film 4" Wide*: Decrease the quantity (53) LF at the Contract Unit Price of $5.70 per LF for a price decrease of ($302.10).

p. Bid Item 0076, F*&I Grooved Plastic Film 8" Wide*: Decrease the quantity (3) LF at the Contract Unit Price of $12.00 per LF for a price decrease of ($36.00).

q. Bid Item 0077, *F&I Grooved Contrast Film 7" Wide*: Decrease the quantity (22) LF at the Contract Unit Price of $11.00 per LF for a price decrease of ($242.00).

r. Bid Item 0078, F*&I Methacrylate 6" Wide*: Decrease the quantity (10) LF at the Contract Unit Price of $27.00 per LF for a price decrease of ($270.00).

s. Bid Item 0079, *F&I Methacrylate 16" Wide*: Increase the quantity 2 LF at the Contract Unit Price of $44.00 per LF for a price increase of $88.00.

t. Bid Item 0082, *4" Special Concrete 3*: Decrease the quantity (11) SY at the Contract Unit Price of $400.00 per SY for a price decrease of ($4,400.00).

u. Bid Item 0083, *6" Special Concrete 1*: Increase the quantity 1 SY at the Contract Unit Price of $165.00 per SY for a price increase of $165.00.

v. Bid Item 0086, *Temp Fence - Safety*: Decrease the quantity (773) LF at the Contract Unit Price of $14.00 per LF for a price decrease of ($10,822.00).

w. Bid Item 0089, *Remove Fence All Sizes All Types*: Decrease the quantity (279) LF at the Contract Unit Price of $10.00 per LF for a price decrease of ($2,790.00).

x. Bid Item 0090 *F&I Chain Link Fence*: Decrease the quantity (604) LF at the Contract Unit Price of $16.00 per LF for a price decrease of ($9,664.00).

y. Bid Item 0094, *Remove Tree*: Decrease the quantity (4) EA at the Contract Unit Price of $840.00 per EA for a price decrease of ($3,360.00).

z. Bid Item 0097, *Sediment Control Log 10" to 15" Dia*: Decrease the quantity (1,141) LF at the Contract Unit Price of $3.15 per LF for a price decrease of ($3,594.15).

aa. Bid Item 0098, *F&I Erosion Control Blanket*: Increase the quantity 121 SY at the Contract Unit Price of $2.10 per SY for a price increase of $254.10.

bb. Bid Item 0099, *Inlet Protection - New Inlet:* Decrease the quantity (6) EA at the Contract Unit Price of $155.00 per EA for a price decrease of ($930.00).

cc. Bid Item 0100, *Inlet Protection - Existing Inlet*: Decrease the quantity (16) EA at the Contract Unit Price of $120.00 per EA for a price decrease of ($1,920.00).

dd. Bid Item 0102, *Street Lighting*: Decrease the quantity (0.02375) LS at the Contract Unit Price of $120,000.00 per LS for a price decrease of ($2,850.00).

ee. Bid Item 0107, *Remove and Plug BNSF Utility "Diesel Oil Line"*: Decrease the quantity (1) LS at the Contract Unit Price of $3,045.00 per LS for a price decrease of ($3,045.00).

ff. Bid Item 0108, *Remove and Plug BNSF Utility "Diesel Water Line"*: Decrease the quantity (1) LS at the Contract Unit Price of $3,045.00 per LS for a price decrease of ($3,045.00).

gg. Bid Item 0112, *Topsoil - Strip*: Decrease the quantity (191) CY at the Contract Unit Price of $4.20 per CY for a price decrease of ($802.20).

hh. Bid Item 0113, *Topsoil - Import*: Increase the quantity 323 CY at the Contract Unit Price of $42.00 per CY for a price increase of $13,566.00.

ii. Bid Item 0114, *Topsoil - Spread*: Decrease the quantity (191) CY at the Contract Unit Price of $5.25 per CY for a price decrease of ($1,002.75).

jj. Bid Item 0115, *Embankment*: Increase the quantity 7,311 CY at the Contract Unit Price of $10.00 per CY for a price increase of $73,110.00.

kk. Bid Item 0116, *Embankment Import*: Decrease the quantity (3,795) CY at the Contract Unit Price of $17.85 per CY for a price decrease of ($67,740.75).

ll. Bid Item 0119, *Mulching Type 1 - Hydro*: Increase the quantity 15,815 SY at the Contract Unit Price of $0.37 per SY for a price increase of $5,851.55.

mm. Bid Item 0120, *Seeding Type B*: Increase the quantity 4,321 SY at the Contract Unit Price of $0.32 per SY for a price increase of $1,382.72.

nn. Bid Item 0121, *Overseeding*: Decrease the quantity (18,687) SY at the Contract Unit Price of $0.09 per SY for a price decrease of ($1,681.83).

oo. Bid Item 0122, *Weed Control Type B*: Decrease the quantity (18,687) SY at the Contract Unit Price of $0.07 per SY for a price decrease of ($1,308.09).

pp. Bid Item 0124, F&*I Retaining Wall Reinf Bars - Epoxy Coated Steel*: Increase the quantity 13 LB at the Contract Unit Price of $1.50 per LB for a price increase of $19.50.

qq. Bid Item 0131, *F&I Floodwall Reinf Bars - Steel*: Increase the quantity 4,333 LB at the Contract Unit Price of $1.30 per LB for a price increase of $5,632.90.

rr. Bid Item 0132, *F&I Floodwall Reinf Bars - Epoxy Coated Steel*: Increase the quantity 1,114 LB at the Contract Unit Price of $1.50 per LB for a price increase of $1,671.00.

ss. Bid Item 0133, *F&I Floodwall - Structural Conc*: Increase the quantity 14.6 CY at the Contract Unit Price of $1,060.00 per CY for a price increase of $15,476.00.

tt. Bid Item 0141, *F&I Impressioned 6" Thick Reinf Conc*: Decrease the quantity (14) SY at the Contract Unit Price of $269.50 per SY for a price decrease of ($3,773.00).

uu. Bid Item 0143, *F&I Sidewalk 8" Thick Reinf Conc*: Decrease the quantity (1) SY at the Contract Unit Price of $112.20 per SY for a price decrease of ($112.20).

2. Add Fiber Optic Conduit and Cable: The City of Fargo requested the installation of a fiber optic conduit and cable along 4th Ave. North to the traffic control signals at the intersection of 4th Ave. N and 2nd St. N. The City of Fargo specified the conduit and cable, and the Contractor provided a unit price proposal. The Engineer reviewed the unit price proposal and found it to be acceptable. There is no schedule change associated with this change item.

    a. Add unit price bid item *0149 Install Fiber Optic Pipe:* add the quantity of 200 LF of fiber optic conduit and cable at the Contract Unit Price of $8.00 per LF for a price increase of $1,600.00.

3. Additional Sidewalk Traffic Control: Additional traffic control was needed due to an extended construction schedule. The sidewalk installation on the west side of 2nd St. N was not completed in

2016 due winter weather conditions. Traffic control measures were needed in 2017 to provide safe working conditions to complete the sidewalk installation. The Engineer reviewed the Contractor's proposed cost to provide the additional traffic control and found it to be acceptable. The Contractor was able to complete this work in 2017 before the scheduled final completion of the project. There is no schedule change associated with this change item.

a. Add lump sum bid item *0150 Additional Sidewalk Traffic Control:* add the quantity of 1 LS at the rate of $1,800.00 per LS for a price increase of $1,800.00.

4. Additional Vibration Monitoring: Additional vibration monitoring was needed on two properties for six months in 2017 due to an extended construction schedule caused by railroad permitting delays. The Engineer reviewed the Contractor's proposed cost to provide the additional vibration monitoring and found it to be acceptable. The Contractor was able to complete this work in 2017 before the scheduled final completion of the project. There is no schedule change associated with this change item.

   a. The cost includes the subcontractor cost of $13,956.00 to monitoring 2 properties for 6 months (a total of 12 months of monitoring in 2017) and a Contractor 5 percent mark-up of subcontractor costs.

   b. Add lump sum bid item *0151 Additional Vibration Monitoring:* add the quantity of 1 LS at the rate of $14,654.00 per LS for a price increase of $14,654.00.

The PMC and HMG have reviewed CO-7 and feel the proposed costs and level of effort are reasonable.

ATTACHMENT(S):

1. Draft Change Order 7
2. Change Order 7 Unit Price Schedule
3. Contractor change proposal date June 7, 2017

Submitted by:

John W. Glatzmaier

John Glatzmaier
CH2M
Metro Flood Diversion Project

December 8, 2017
Date

Nathan Boerboom, Diversion Authority Project Manager
Concur: *December 8, 2017* *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: *December 8, 2017* *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: *December 14, 2017* *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: *December 8, 2017* *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: *December 8, 2017* *Non-Concur:* _____

Jeff Ebsch, Assistant Cass County Engineer, Diversion Authority Project Manager
Concur: *December 8, 2017* *Non-Concur* _____

Recommended Contracting Actions

Date: December 20, 2017

Description	Company	Budget Estimate ($)
Construction Change Orders – Diversion Authority		
WP 43CD – OHB ring Levee Phases C & D **Change Order 02** • Incorporate previously approved WCD-001 and WCD-002 • Add additional borrow pit stripping • Add additional utility removals, protection, relocations and damage repair • Add temporary access road	Meyer Contracting	**$508,207.56**

METRO FLOOD DIVERSION PROJECT

Technical Advisory Group Recommendation

Meeting Date: 12/13/2017

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

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

Description	Budget Estimate ($)
WP-43CD: Meyer Contracting, Inc.	
Change Order #02	***$508,207.56***

- **Incorporate WCD-001 and WCD-002**
- **Add additional borrow pit stripping**
- **Add additional utility removals, protection, adjustments, relocations, and damage repair**
- **Add temporary access road**

Summary of Contracting History and Current Contract Action:

The MFDA awarded the WP-43CD (OHB Ring Levee – Phases C and D) construction contract to Meyer Contracting, Inc. on July 13, 2017.

Since the start of construction, several contract change items have been identified. Change Order No. 2: incorporates WCD-001 and WCD-002; adds additional borrow pit stripping; adds additional utility removals, protection, adjustments, relocations, and damage repair; and adds a temporary access road.

Below is a summary of contracting history to date along with the current contracting action.

Original Agreement or Amendment	Budget ($) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	$0.00	$10,399,476.21		09-Aug-17	31-Oct-18	Contract Award to Meyer Consulting, Inc.
Change Order No. 1	$7,383.47		$10,406,859.68	09-Aug-17	31-Oct-18	Add heat-shrink sleeves, additional steel pipe bedding, backfill, and time.
Change Order No. 2	$508,207.56		$10,915,067.24	09-Aug-17	31-Oct-18	Incorporate WCD-001 and WCD-002; add additional borrow pit stripping;

Original Agreement or Amendment	Budget ($) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
						utility work; and a temporary access road.

Financial Considerations:

Attached for your review and action is draft CO-02. The PMC and the EOR have reviewed CO-02 and feel the proposed costs and level of effort are reasonable. This change order increases the total Contract Price $508,207.56. The change order consists of the following items:

1. Removing utilities outside of scope: Several small utilities along the footprint of the WP-43C levee were not included in a demolition or construction contract and needed to be removed to construct the levee.
    a. Work Change Directive No. 1 (WCD-001) authorized removal of utilities under the footprint of the WP-43C levee that were not included in other contracts.
    b. This work was done on a time and material basis and the EOR concurred with Contractor's submittal.
    c. This change adds Bid Item 0149, *CO-2: Removing utilities outside of scope*: lump sum quantity 1.0 LS at the Contract Unit Price of $31,932.01 per LS for a price increase of $31,932.01.
2. Additional borrow pit stripping: During topsoil stripping operations, unsuitable material was discovered that could not be used for levee or roadway embankment material. A disposal site was not available at the time of the discovery and to minimize cost and schedule impacts the material was placed adjacent to the borrow site until a decision could be made on where to dispose of it.
    a. This change includes removal and stockpiling of the material.
    b. As construction of the levee was nearing completion and the OCC golf course construction followed, it was determined that the OCC golf course could be used as a spoil area.
        i. This site was close to the project site and significantly reduce the hauling cost to the Owner, versus hauling it miles away to an offsite spoil area. WCD No. 2 authorized Meyer to place and spread this material in the OCC golf course grading area.
    c. This work was done on a time and material basis and the EOR concurred with Contractor's submittal.
    d. This change adds Bid Item 0150, *CO-2: Additional borrow pit stripping*: lump sum quantity 1.0 LS at the Contract Unit Price of $38,606.86 per LS for a price increase of $38,606.86.
3. Subcut in levee footprint: Field identified unsuitable material in the footprint of the WP-43C levee is required to be remove per the project specifications.
    a. WCD-001 authorized removal and placement of unsuitable levee material in the golf course spoil area at an agreed to unit rate $4.00 per CY.
    b. The Engineer verified quantity removed was 9,990 CY.
    c. This change adds Bid Item 0151, *CO-2: Subcut in levee footprint*: unit rate quantity of 9,990 CY at the Contract Unit Price of $4.00 per CY for a price increase of $39,960.00.

4. Repair unmarked water pipe: A 3-inch PVC water line was damaged due to inaccurate utility location markings, and the Contractor repaired the damage on a time and materials basis.
    a. The Engineer agreed that this is a reimbursable cost and concurred with the Contractor's proposed costs.
    b. This change adds Bid Item 0152, *CO-2: Repair unmarked water pipe*: unit rate quantity of 1.0 LS at the Contract Unit Price of $3,534.25 per LS for a price increase of $3,534.25.
5. Golf course pond dirt: To minimize costs and schedule delays, and also allowing the Contractor to use a portion of Oxbow Drive as a haul road, this pond excavation work was deducted from Landscapes Unlimited golf course contract and added to this contract at a negotiated unit rate.
    a. WCD-001 authorized removal and placement in the golf course spoil area of golf course pond material at an agreed to unit rate $4.00 per CY. The Engineer verified quantity removed was 3,725 CY.
    b. This change adds Bid Item 0153, *CO-2: Golf course pond dirt*: unit rate quantity of 3,725 CY at the Contract Unit Price of $4.00 per CY for a price increase of $14,900.00.
6. Pothole & protect unmarked Oxbow utilities: During installation of the 8-inch sanitary sewer line on Oxbow Drive the Contractor encountered several unmarked utilities. The Contractor pothole marked the utilities and protected them during construction, and requested reimbursement of costs to mark and protect these utility lines.
    a. The Engineer agreed that this is a reimbursable cost and concurred with the Contractor's proposed costs.
    b. This change adds Bid Item 0154, *CO-2: Pothole & protect unmarked Oxbow utilities*: unit rate quantity of 1.0 LS at the Contract Unit Price of $1,927.60 per LS for a price increase of $1,927.60.
7. Additional traffic control: Additional traffic control signage was coordinated with the Cass County Highway Department and ND DOT, and was added to better control and direct traffic around the project site.
    a. WCD-001 authorized additional traffic control at an agreed to lump sum rate.
    b. This change adds Bid Item 0155, *CO-2: Additional traffic control*: unit rate quantity of 1.0 LS at the Contract Unit Price of $3,885.00 per LS for a price increase of $3,885.00.
8. Adjust STMH-1 to match ex. 18" RCP: During installation of manhole STMH-1, it was determined that the existing 18-inch diameter RCP storm sewer pipe was approximately 5-feet higher than indicated and could not be lowered. Because the manhole had already been cast and delivered to the site, the Contractor had to modify it in the field to fit field conditions. The Contractor requested reimbursement of their time and material costs to field modify STMH-1.
    a. The Engineer agreed that this is a reimbursable cost and concurred with the Contractor's proposed costs.
    b. This change adds Bid Item 0156, *CO-2: Adjust STMH-1 to match ex. 18" RCP*: unit rate quantity of 1.0 LS at the Contract Unit Price of $4,706.46 per LS for a price increase of $4,706.46.
9. Oxbow watermain realignment: A utility conflict was identified in the field during installation of the new storm sewer on Oxbow Drive. The existing water main conflicted with the new storm sewer.
    a. It was determined that it would be easier and less expensive to relocate the water line, and the Contractor was directed to do the work. The Contractor requested reimbursement of their time and material costs to reroute a portion of the water main on Oxbow Drive.

b. The Engineer agreed that this is a reimbursable cost and concurred with the Contractor's proposed time and materials costs.

c. This change adds Bid Item 0157, *CO-2: Oxbow watermain realignment*: unit rate quantity of 1.0 LS at the Contract Unit Price of $17,027.45 per LS for a price increase of $17,027.45.

10. Redirect 3IN WM to 6IN WM: A utility installation scheduling conflict was identified during construction of the Highway 81 roadway embankment. To minimize cost and schedule impacts to the Highway 81 roadway embankment work, the Contractor incurred costs to redirect a 3-inch water main into an existing 6-inch water main to maintain service and free-up the space for installation of a communications utility.

    a. The Contractor requested reimbursement of their time and material costs to reroute a portion of the 3-inch water main into a 6-inch water main.

    b. The Engineer agreed that this is a reimbursable cost and concurred with the Contractor's proposed time and materials costs.

    c. This change adds Bid Item 0158, *CO-2: Redirect 3IN WM to 6IN WM*: unit rate quantity of 1.0 LS at the Contract Unit Price of $5,644.72 per LS for a price increase of $5,644.72.

11. Move unsuitable material to golf course: During topsoil stripping operations, unsuitable material was discovered that could not be used for levee or roadway embankment material. A disposal site was not available at the time of the discovery and to minimize cost and schedule impacts the material was placed adjacent to the borrow site until a decision could be made on where to place it.

    a. After at disposal site was identified, Work Change Directive No. 2 (WCD-002) authorized the loading and hauling of the 14,875 CY of unsuitable material to the golf course disposal site at a negotiated unit rate cost.

    b. This change adds Bid Item 0159, CO-2: Move unsuitable material to golf course: unit price quantity 14,875 CY at the Contract Unit Price of $4.75 per CY for a price increase of $70,656.25.

12. Additional ARVs: The contract includes relocation of two (2) existing City of Fargo sanitary sewer force mains. Two (2) Air Release Valves (ARVs) that are required by the City of Fargo were not included on the plans.

    a. The Contractor provided a cost proposal to added the City of Fargo specified valves and associated equipment and the Engineer concurred with the Contractor's proposed costs.

    b. This change adds Bid Item 0160, *CO-2*: *Additional ARVs*: unit rate quantity of 1.0 LS at the Contract Unit Price of $7,189.16 per LS for a price increase of $7,189.16.

13. Temporary access road south of Riverbend Road: Due to a project site access conflict between the WP-43CD Contractor and the WP-43E2F contractor for a portion of Riverbend Road and as a compromise to maintain the access and work schedule for both contractors, an agreement was reached such that the WP-43CD Contractor would provide a temporary work access route to complete the remaining WP-43E2F work in exchange for access to Riverbend Road to continue levee construction.

    a. The lump sum cost was negotiated between the Contractor and the Engineer.

    b. This change adds Bid Item 0161, *CO-2*: *Temporary access road south of Riverbend Road*: unit rate quantity of 1.0 LS at the Contract Unit Price of $37,000.00 per LS for a price increase of $37,000.00.

14. Cass Rural Water Casing Pipe Install: To minimize cost and schedule impacts to the Highway 81 roadway embankment work, the Contractor was requested to install a portion of a Cass Rural Water utility relocation.
    a. WCD-001 authorized the installation of the segment of the Cass Rural Water casing pipe under the WP-43C levee.
    b. This change adds Bid Item 0162, *CO-2*: *Cass Rural Water Casing Pipe Install*: unit rate quantity of 1.0 LS at the Contract Unit Price of $242,908.80 per LS for a price increase of $242,908.80.
15. NCN No. 3 Owner testing cost set-off: Per NCN #3, a discontinuity in the WP-43CD pump station slab was observed and the Diversion Authority incurred $11,671 in consulting and non-destructive concrete impact echo testing costs to determine the extent of the damage. Per the General Conditions of the Agreement, Section 14.03F, Defective Work, Costs and Damages, the Diversion Authority is deducting these testing costs from the contract price.
    a. This change adds Bid Item 0163, *CO-2*: *NCN No. 3 Owner testing cost set-off*: unit rate quantity of 1.0 LS at the Contract Unit Price of ($11,671.00) per LS for a price increase of ($11,671.00).
16. Time Extension: Due to the changes above, the Contractor has requested and the Engineer agrees to the following contract time changes:
    a. Milestone 5 - Levee 43C Station C15+00 to C0+00:
        i. Add six (6) days, extending the completion date to October 16, 2017.
    b. Milestone 6 - Oxbow Drive (Phase 2):
        i. Add four (4) days, extending the completion date to October 19, 2017.
    c. Milestone 6 - Highway 81 paving:
        i. Add five (5) days, extending the completion date to October 22, 2017.
    a. Milestone 8 - All work, except Pump Station mechanical and electrical components and finishes; bituminous road wear course:
        a. Add one (1) day, extending the completion date to January 1, 2018.

This change amount of $508,207.56 is included within the FY-2017 MFDA budget.

ATTACHMENT(S):

1. Draft Change Order No. 02 with unit price schedule and back-up documentation

Submitted by:

John W. Glatzmaier

John Glatzmaier
CH2M
Metro Flood Diversion Project

December 13, 2017
Date

Nathan Boerboom, Diversion Authority Project Manager
Concur: *December 14, 2017* *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: *December 14, 2017* *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: *December 14, 2017* *Non-Concur:* _____

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

David Overbo, Clay County Engineer
Concur: *December 13, 2017* *Non-Concur:* _____

Jeff Ebsch, Assistant Cass County Engineer, Diversion Authority Project Manager
Concur: *December 13, 2017* *Non-Concur* _____

Recommended Contracting Actions

Date: December 20, 2017

Description	Company	Budget Estimate ($)
Construction Change Orders – Diversion Authority		
WP 42A.2 –2nd St North Pump Station **Change Order 12** • Modify lubrication system • Add a submersible transducer • Furnish track rack guides	Industrial Builders, Inc.	**$12,898.48**

Technical Advisory Group Recommendation

Meeting Date: 12/05/2017

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

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

Description	Budget Estimate ($)
Industrial Builders, Inc.	
WP-42A.2, 2nd Street North Pump Station – Change Order #12	***$12,898.48***

- Modify lubrication system
- Add a submersible transducer
- Furnish track rack guides

Summary of Contracting History and Current Contract Action:

During start-up and testing of the 2nd Street North pump station, several modifications to pump station systems and facilities were identified. These modifications are required in order to complete and closeout the WP-42A.2 construction project.

This change order includes reprograming of the lubrication system, adding a submersible transducer, and furnishing a trash rack modification.

Below is a summary of contracting history to date along with the current contracting action.

Original Agreement or Amendment	Previous Project Cost	Budget ($) Change	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	0.00	8,069,000.00	8,069,000.00	9-Oct-14	31-Jan-16	Contract Award recommended to lowest responsive bidder, Industrial Builders, Inc.
Change Order 1	8,069,000.00	66,920.00	8,135,920.00	9-Oct-14	31-Jan-16	Revisions to traffic control
Change Order 2	8,135,920.00	67,397.00	8,203,317.00	9-Oct-14	31-Jan-16	Accommodate unforeseen subsurface conditions (remove concrete structure and dispose of contaminated soil)
Change Order 3	8,203,317.00	225,056.00	8,428,373.00	9-Oct-14	16-Feb-16	Change in design requirements for backfill of structure
Change Order 4	8,428,373.00	238,871.75	8,667,244.75	9-Oct-14	25-Apr-16	Baffle wall, sheeting, and 2nd Street road closure

Change Order 5	8,667,244.75	7,614.93	8,674,859.68	9-Oct-14	25-Apr-16	Physical model tests, vacuum line, pump station veneer, and cold weather construction costs.
Change Order 6	8,674,859.68	43,488.99	8,718,348.67	9-Oct-14	7-Dec-16	Completion Milestone Changes, Extended Warranty Duration, Modifications to Trash Rack and Rake, and Check Valve Replacement.
Change Order 7	8,718,348.67	1,870.32	8,720,218.99	9-Oct1-14	7-Dec-16	Pump Station Beacons
Change Order 8	8,720,218.99	(47,876.36)	8,672,342.63	9-Oct-14	7-Dec-16	Deduct unused budget for hazardous material removal
Change Order 9	8,672,342.63	5,486.80	8,677,829.43	9-Oct-14	7-Dec-16	Sluice Gate Operator Covers
Change Order 10	5,677,829.43	42,312.57	8,720,142.00	9-Oct-14	7-Dec-16	Decorative Fence Moderations and Differing Subsurface Conditions - removals
Change Order 11	8,720,142.00	(36,492.02)	8,683,649.98	9-Oct-14	7-Dec-16	Final Project Cost Adjustment and Decorative Fence De-Scope
Change Order 12	8,683,649.98	12,898.48	8,696,548.46	9-Oct-14	7-Dec-16	Modify lubrication system, add a submersible transducer, and furnish track rack guides

DISCUSSION

Change Order No. 12 (CO #12) increases the Contract Price $12,898.48 and includes reprogramming of the lubrication system, adding a submersible transducer, and furnishing a trash rack guide modification. There is no change to the Contract Time. The Contractor's CO #12 cost proposal is attached, and consists of the following items:

1. Modify Lubrication System: The lubrication system was originally programmed assuming the pumps may sit for long periods without running, so a shot of grease was provided at each startup. During testing of the lift station, the pumps had numerous startups resulting in excess grease being used. This change in programming was requested by the Owner to reduce the grease usage. The following items are proposed to furnish and install materials, and reprogram the lubrication system, at a cost of $8,634.56:
    a. Project Manager: add eight (8) hours of project manager time at a cost of $946.56 ($118.32 per hour).
    b. IBI Equipment: add eight (8) hours of pick-up truck equipment time at a cost of $120.00 ($15.00 per hour).
    c. Subcontractor work: (Moorhead Electric, Inc. (MEI) and Sweeney Controls)
        i. MEI labor: add twelve (12) hours of labor at a cost of $900.00 ($75.00 per hour).
        ii. MEI materials: add $316.25 for materials (conduit, wires, paint).
        iii. Subcontractor work: add $4,925.00 for Sweeney Controls to furnish a PLC output card, terminal blocks, internal wiring, drawing updates, and labor for on-site programming modifications and commissioning.
        iv. Subcontractor mark-up: MEI's fifteen (15) percent mark-up on their subcontracted work at a cost of $738.75.

d. Subcontractor markup: IBI's ten (10) percent mark-up of subcontracted work at a cost of $688.00.

2. Submersible Transducer: During testing of the pump station, the ultrasonic water level readings were inconsistent especially at high water levels. The inconsistent water level readings made it difficult to trouble shoot the pump station during testing. This change replaces one of the ultrasonic transducers with a submersible transducer to help trouble shoot faults and provide confidence in reported water levels during future flood events. The replaced ultrasonic transducer will become a spare part. The following items are proposed to furnish and install the submersible transducer at a cost of $3,187.25:

    a. Subcontractor work:

        i. MEI labor: add ten (10) hours of labor at a cost of $750.00 ($75.00 per hour).

        ii. MEI materials: add $20.00 for materials.

        iii. Subcontractor work: add $1,850.00 for Sweeney Controls to furnish the submersible transducer, drawing updates, and labor for on-site programming modifications.

        iv. Subcontractor mark-up: MEI's fifteen (15) percent mark-up on their subcontracted work at a cost of $277.50.

    b. Subcontractor markup: IBI's ten (10) percent mark-up of subcontracted work at a cost of $289.75.

3. Furnish Trash Rack Guides: During start-up testing and operation, the trash rack rake jammed when the trash rack rake was operated with a heavy, imbalanced load. The Owner requested a modification to keep the rake from jamming. The 4th Street Pump Station had a similar issue and these guide wheels eliminated the problem. Only the materials are being provided in this change order. The guides will be installed by the Owner during regular maintenance. The following items are proposed to furnish the trash rack guides at a cost of $1,076.67:

    a. Project Manager: add two (2) hours of project manager time at a cost of $236.64 ($118.32 per hour).

    b. Truck Driver: add two (2) hours of driver time at a cost of $161.00 ($80.50 per hour).

    c. IBI Equipment: add two (2) hours of pick-up truck equipment time at a cost of $30.00 ($15.00 per hour).

    d. Subcontractor work:

        i. MidAmerica Steel: add the lump sum cost of $525.00 for the trash rack guides.

    e. Sales tax: seven and a half (7.5) percent sales tax on materials at a cost of $39.38.

    f. Subcontractor markup: fifteen (15) percent mark-up of subcontractor materials at a cost of $84.66.

The PMC has reviewed Change Order No. 12 and feels the proposed costs and level of effort are reasonable. This change amount of $12,898.48 is included in the FY-2017 MFDA budget.

ATTACHMENT(S):

1. Draft Change Order No. 12 with Unit Price Schedule
2. Contractor quote dated October 26, 2017

Submitted by:

John W. Glatzmaier

John Glatzmaier
CH2M
Metro Flood Diversion Project

November 28, 2017
Date

Nathan Boerboom, Diversion Authority Project Manager
Concur: *November 28, 2017* *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: *November 28, 2017* *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: *November 29, 2017* *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: *November 28, 2017* *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: *November 28, 2017* *Non-Concur:* _____

Jeff Ebsch, Assistant Cass County Engineer, Diversion Authority Project Manager
Concur: *November 28, 2017* *Non-Concur* _____