METRO FLOOD DIVERSION AUTHORITY
Special Meeting
Thursday, July 13, 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.	Executive Director search update		Information
5.	Resolution for Wells Fargo Bank Loan Agreement	Item 5.	Information/action
6.	Contracting actions		Information/action
	a. Oxbow-Hickson-Bakke Ring Levee Phases C and D	Item 6a.	
	b. Cass County Roads 16 and 17 Realignment	Item 6b.	
	c. Hough Construction Change Order #3	Item 6c.	
	d. Cass County Electric Cooperative Utility Relocation	Item 6d.	
	e. Fredrikson & Byron, P.A. renewal of services	Item 6e.	
7.	Other Business		
8.	Next Meeting – July 27, 2017		
9.	Adjournment		

cc: Local Media

METRO FLOOD DIVERSION AUTHORITY
JUNE 22, 2017—3:33 PM

1. MEETING TO ORDER

A meeting of the Metro Flood Diversion Authority was held Thursday, June 22, 2017, at 3:33 PM in the Fargo City Commission Room with the following members present: Fargo City Mayor Tim Mahoney; Fargo City Commissioner Dave Piepkorn; Cass County Commissioner Mary Scherling; Cass County Commissioner Chad M. Peterson; Cass County Commission representative Darrell Vanyo; Moorhead City Mayor Del Rae Williams; Moorhead City Council Member Chuck Hendrickson; Clay County Commissioner Kevin Campbell; Clay County Commissioner Frank Gross; Cass County Joint Water Resource District Manager Mark Brodshaug; and West Fargo City Commissioner Mike Thorstad. Fargo City Commissioner Tony Grindberg and Moorhead City Council Member Joel Paulsen were absent.

2. MINUTES APPROVED

MOTION, passed

Mr. Vanyo moved and Mr. Piepkorn seconded to approve the minutes from the regular meeting held May 25, 2017, and special meeting held May 30, 2017, as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

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

4. MANAGEMENT UPDATE

Program management consultant (PMC) report

Randy Richardson from CH2M provided an update on activities over the last month, which include advertising for the OHB levee construction and County Road 16/County Road 17 realignment bids; continued land acquisitions; and refining the P3 RFP documents for a July release to proposers. Priority areas for the next month include sending the FEMA Conditional Letter of Map Revision (CLOMR) notification letters to individual property owners; continued land acquisitions; awarding the OHB levee and road realignment contracts; and preparing for a Federal court hearing regarding ongoing litigation on July 18th.

Robert Cowen from CH2M provided a brief financial update on the overall program status and said $365 million has been expended to date.

Greg Baisch from CH2M provided a construction update on continued work on in-town levees, landscaping and plantings, and Oxbow home demolition and relocation projects. He said upcoming projects include the next phase of the Oxbow levee construction and re-bidding of the Oxbow City Park relocation project.

5. CORPS OF ENGINEERS UPDATE

Terry Williams, Corps of Engineers Project Manager, provided an update of activities, which include finalizing plans and specs for the Wild Rice Dam removal mitigation project; providing Wild Rice control structure draft technical plans and specs for sponsor review; providing draft preliminary engineering report and real estate drawings on southern embankment design for sponsor review; preloading of soils for Diversion inlet control structure; beginning recon field work by biotic teams for geomorphic surveys to begin in September and cultural mitigation of sites along the diversion channel in August or September.

Ms. Williams showed pictures from a flyover of the Diversion inlet control structure, which is scheduled for completion in 2020.

6. ADMINISTRATIVE/LEGAL UPDATE

Executive Director search process update

Michael Redlinger, Assistant Fargo City Administrator and Co-Executive Director, presented information on the final candidates to be considered for interviews:

- Scott Higbee, P.E., MSCE, BSCE, Principal Program/Project Manager, Water Group, CH2M Hill from 1998-2016
- Jay Neider, P.E., BSCE, Project Director of Major Corridor Metrorail Project
- Melodee Loyer, P.E., BSCE, Planning Administrator, Large Southwestern Municipality Water Utility

Mr. Redlinger said the preferred dates to hold interviews appears to be Monday, July 24th and Tuesday, July 25th. The current plan is to hold interviews on Monday, July 24th. A concept schedule will be developed for consideration by the board at a special meeting scheduled for July 13th.

Pam Derby from CPS HR Consulting, Inc. was available via conference call to answer questions. Mr. Peterson asked how many people applied for the position. Ms. Derby said outreach was done with around 5,000 individuals. She said 17 resumes were received from potential candidates. The three finalists are all professional engineers.

MOTION, passed

Mrs. Scherling moved and Ms. Williams seconded to approve the slate of finalist candidates for the FM Diversion Authority Executive Director and authorize CPS HR Consulting and the Co-Executive Directors to take actions to support the interview process. On roll call vote, the motion carried unanimously.

7. PUBLIC OUTREACH UPDATE

Committee report

The Public Outreach Committee met on June 21st. Rocky Schneider from AE2S distributed the monthly progress report and newsletter/website analytics. The website saw a significant increase in traffic due to the special assessment district hearing held earlier this month, and has been helpful in providing information to the public. He briefly discussed outreach meetings being held with local entities.

There was discussion about the contract with Fredrikson & Byron, P.A., which expires on June 30th. Ms. Williams and Mr. Campbell stressed the importance of the services provided in order to keep Minnesota legislators and officials informed regarding the project. Ms. Williams recommends the board continue with their services in the same capacity. Mr. Campbell suggested the contract renewal be forwarded to the Finance Committee for consideration at the next meeting.

Business Leaders Task Force

Mark Nisbet from the Chamber of Commerce Business Leaders Task Force said members continue to be involved with outreach to keep the project in the forefront, stress its importance, and reiterate the message that it is a top priority of community business leaders.

8. LAND MANAGEMENT

The Land Management Committee met on June 21st. Mrs. Scherling said the committee discussed progress on key properties acquired for the project and the NDSU study update to help determine the worth of flowage easements.

Property Acquisition Status Report

Mrs. Scherling referred to the map showing the status of property acquisitions. Mr. Brodshaug said negotiations and purchase agreements are progressing on Phase 1 properties.

9. FINANCE UPDATE

Committee report

The Finance Committee met on June 21st. Michael Montplaisir, Cass County Auditor, said the Diversion Authority has $75 million in cash, the ability to borrow another $50 million through Wells Fargo, and the availability of $146 million in state appropriations.

NDSU Study Update

Mr. Montplaisir discussed a proposal from North Dakota State University (NDSU) to update the Agricultural Impacts Study, which was approved by the Land Management Committee and Finance Committee. He said the cost is $96,483 and would be completed by October 30, 2017.

MOTION, passed

Mr. Peterson moved and Mr. Campbell seconded to approve the appropriation of funds for the outlined proposal from NDSU. Discussion: Mr. Mahoney thought the study was already completed. Mr. Montplaisir said NDSU conducted studies in 2015 and 2016. This is to update the data to ensure it is as accurate as possible. Mr. Campbell said the CLOMR and technical data will be used to update the study. On roll call vote, the motion carried unanimously.

Voucher approval

The bills for the month are with Cass County Joint Water Resource District (CCJWRD) for costs associated with the Metro Flood Diversion, in-town levees, Diversion Project Assessment District, OHB levee, and Oxbow Country Club golf course construction; Dorsey & Whitney LLP for legal services; Springsted, Inc. for financial feasibility analysis; Ohnstad Twichell, P.C. for legal services; and Western Area Power Administration for preliminary third-party agreement to relocate transmission lines.

MOTION, passed

Mr. Vanyo moved and Mr. Piepkorn seconded to approve the vouchers received through June 16, 2017, in the amount of $2,017,842.18. On roll call vote, the motion carried unanimously.

10. OTHER BUSINESS

MOTION, passed

Mr. Campbell moved and Ms. Williams seconded to forward the contract renewal with Fredrikson & Byron, P.A. to the Finance Committee for review at the July 13th meeting. On roll call vote, the motion carried unanimously.

11. NEXT MEETING

A special meeting will be held on Thursday, July 13, 2017, and the next regularly scheduled meeting will be held on Thursday, July 27, 2017.

12. ADJOURNMENT

MOTION, passed

On motion by Mr. Peterson, seconded by Mr. Piepkorn, and all voting in favor, the meeting was adjourned at 4:20 PM.

Minutes prepared by Heather Worden, Cass County Administrative Assistant

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION CONSENTING TO LOAN AGREEMENT BETWEEN WELLS FARGO BANK, N.A., AND CASS COUNTY, NORTH DAKOTA AND CONSENTING TO LOAN AGREEMENTS BETWEEN WELLS FARGO, N.A., AND THE CITY OF FARGO, NORTH DAKOTA

WHEREAS, the Metro Flood Diversion Authority (the "Diversion Authority") was created by a Joint Powers Agreement[1] ("JPA"), and pursuant to Section 11.03 of the JPA the Diversion Authority's Board must consent and approve of the issuance of Debt Obligations[2] for the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013 (the "Project"); and

WHEREAS, the City of Fargo, North Dakota (the "City") and Cass County, North Dakota (the "County") previously determined it necessary to cooperate with each other with respect to obtaining interim financing (the "Series B Interim Debt Obligation")[3] for planning, design and the construction of the Project; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement, dated as of July 1, 2014 (the "Original Intergovernmental Agreement"), a Supplemental Intergovernmental Agreement, dated as of May 1, 2015, (the "Supplemental Intergovernmental Agreement"), and an Intergovernmental Agreement (Series 2016), dated as of September 1, 2016 (the "Intergovernmental Agreement (Series 2016)," together with the Original Intergovernmental Agreement and the Supplemental Intergovernmental Agreement, the "Intergovernmental Agreement"), relating to Series B Interim Debt Obligation, the pledge by the County of ninety-one percent (91%) of the proceeds generated by the one-half percent (1/2%) sales and use tax imposed by Ordinance No. 2010-2 of the County, (the "County 2010-2 Sales Tax") to the repayment of the Series B Interim Debt Obligation, and the pledge of the City of one hundred percent (100%) of the proceeds generated by the one-half percent (1/2%) sales and use tax imposed by Article 3-21 of the Fargo Municipal Code (the "City 3-21 Sales Tax") to the repayment of the Series B Interim Debt Obligation; and

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[1] The Agreement effective as of June 1, 2016, between the City of Moorhead, a political subdivision of the State of Minnesota; the City of Fargo, a political subdivision of the State of North Dakota; Clay County, a political subdivision of the State of Minnesota; Cass County, a political subdivision of the State of North Dakota; and Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, to establish the duties, responsibilities and obligations of each party regarding the Project.

[2] Any loan, note, bond, or other security instrument issued by one or more of the Member Entities to provide either temporary or permanent financing of the Project.

[3] The Series B Interim Debt Obligation consists of the County 2016 Additional Loan, City 2016 Additional Loan, County 2016 Refund Loan, and City 2016 Refund Loan, collectively from Wells Fargo and in the aggregate principal amount of two hundred million dollars ($200,000,000).

WHEREAS, in 2016, the Diversion Authority, the County, and the City requested proposals for tax-exempt direct funded loans or draw-down lines of credit from multiple institutions, including Wells Fargo Bank, National Association ("Wells Fargo"); and

WHEREAS, the Diversion Authority, the County, and the City determined that the proposal of Wells Fargo was the lowest cost alternative; and

WHEREAS, the County entered into a Loan Agreement, dated as of September 1, 2016 (the "County 2016 Additional Loan Agreement") for an initial loan from Wells Fargo in the maximum principal amount of $50,000,000 (the "County 2016 Additional Loan") as part of the Series B Interim Debt Obligation; and

WHEREAS, the County additionally entered into a Temporary Sales Tax Revenue Note Purchase Agreement with Wells Fargo (the "County 2016 Refund Loan Agreement") and issued a Temporary Sales Tax Revenue Note of 2016 (the "County 2016 Refund Loan") to Wells Fargo, in the principal amount of $50,000,000, as part of the Series B Interim Debt Obligation; and

WHEREAS, , the City entered into a Loan Agreement, dated as of September 1, 2016 (the "City 2016 Additional Loan Agreement"), for an initial loan from Wells Fargo in the maximum principal amount of $50,000,000 (the "City 2016 Additional Loan"), as part of Series B Interim Debt Obligation; and

WHEREAS, the City additionally entered into a Temporary Sales Tax Revenue Note Purchase Agreement with Wells Fargo (the "City 2016 Refund Loan Agreement") and issued a Temporary Sales Tax Revenue Note of 2016 (the "City 2016 Refund Loan") to Wells Fargo, in the principal amount of $50,000,000, as part of the Series B Interim Debt Obligation; and

WHEREAS, the County and the City desire to prepay the County 2016 Additional Loan, the City 2016 Additional Loan, the County 2016 Refund Loan, and the City 2016 Refund Loan by borrowing $200,000,000 from Wells Fargo, secured by the City 3-21 Sales Tax and the County 2010-2 Sales Tax, as applicable; and

WHEREAS, the County and the City have determined that the County will be the borrower of $100,000,000 from Wells Fargo to prepay the County 2016 Additional Loan and the County 2016 Refund Loan, which loan (the "County 2017 Loan") constitutes a part of the Series C Interim Debt Obligation secured by a first lien on the County 2010-2 Sales Tax and a subordinate lien on the City 3-21 Sales Tax; and

WHEREAS, the County and the City have determined that the City will be the borrower of $100,000,000 from Wells Fargo to prepay the City 2016 Additional Loan and the City 2016 Refund Loan, which loan (the "City 2017 Loan") constitutes a part of the Series C Interim Debt Obligation secured by a first lien on the City 3-21 Sales Tax and a subordinate lien on the County 2010-2 Sales Tax[4]; and

[4] The County 2017 Loan and the City 2017 Loan are collectively referred to as the Series C Interim Debt Obligation.

WHEREAS the County and the City have received proposals and terms from Wells Fargo for the County 2017 Loan and the City 2017 Loan; and

WHEREAS, the Diversion Authority has reviewed the Loan Agreement by and between Cass County, North Dakota and Wells Fargo dated as of July 1, 2017, for the County 2017 Loan Agreement and approves of the terms and conditions contained within the County 2017 Loan Agreement; and

WHEREAS, the Diversion Authority has reviewed the Loan Agreement by and between Fargo, North Dakota, and Wells Fargo dated as of July 1, 2017, for the City 2017 Loan Agreement and approves of the terms and conditions contained within the City 2017 Loan Agreement.

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

Section 1. Approval and Consent of Wells Fargo Loan with County. The Diversion Authority hereby consents and approves of the County borrowing up to $100,000,000 from Wells Fargo for the County 2017 Loan secured by and payable solely from ninety-one percent (91%) of the pledged County 2010-2 Sales Tax and the City 3-21 Sales Tax, with interest payable at that variable rate set forth in the proposal of Wells Fargo and in the form of the County 2017 Loan Agreement. The Diversion Authority hereby approves the County entering the County 2017 Loan Agreement with Wells Fargo and issuing the County 2017 Note relating thereto substantially in the forms presented to the Diversion Authority at this meeting, with such changes, additions, or deletions as may be approved by the officers of the Diversion Authority signing such document, the Chair and the Secretary.

Section 3. Approval and Consent of Wells Fargo Loan with City. The Diversion Authority hereby consents and approves of the City borrowing up to $100,000,000 from Wells Fargo for the City 2017 Loan secured by and payable solely from ninety-one percent (91%) of the pledged County 2010-2 Sales Tax and the City 3-21 Sales Tax, with interest payable at that variable rate set forth in the proposal of Wells Fargo and in the form of the City 2017 Loan Agreement. The Diversion Authority hereby approves the City entering the City 2017 Loan Agreement with Wells Fargo and issuing the City 2017 Note relating thereto substantially in the forms presented to the Diversion Authority at this meeting, with such changes, additions, or deletions as may be approved by the officers of the Diversion Authority signing such document, the Chair and the Secretary.

Section 4. Acceptance of Wells Fargo Proposals. The governing body of the Diversion Authority has received proposals from Wells Fargo for the County 2017 Loan Agreement and the City 2017 Loan Agreement which are hereby found and determined to be reasonable and advantageous are hereby accepted by the Diversion Authority.

Section 5. Authorization of Documents. The execution and delivery of the County 2017 Loan Agreement, the County 2017 Note, the City 2017 Loan Agreement, and the City 2017 Note are hereby approved and authorized to be executed and delivered in substantially the same form presented to the Flood Diversion Board at this meeting on behalf of Chair of the Cass County

Commission and the Cass County Auditor, and the Mayor and City Auditor (the "Authorized Officers"), with such modification as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the County 2017 Loan Agreement, the County 2017 Note, the City 2017 Loan Agreement, and the City 2017 Note and to deliver them to Wells Fargo, which execution and delivery will be conclusive evidence of the approval of any modifications with respect to the County 2017 Loan Agreement and the City 2017 Loan Agreement.

The Authorized Officers are hereby authorized and directed to execute and deliver such other necessary or appropriate agreements, certifications, and other documents in connection with the County 2017 Loan Agreement and the City 2017 Loan Agreement.

In the event of the absence or unavailability of any Authorized Officer, the documents authorized for execution and delivery pursuant to this section may be executed and delivered by the individual or individuals authorized generally by the County or the City to act on behalf of its Authorized Officers in such circumstances as the case may be.

In case any officer signing documents authorized to be executed and delivered by this Resolution shall cease to be such officer before or after the delivery of any such documents, such signature, nevertheless, shall be valid and remain sufficient for all purposes as if such officer had remained in office until such delivery or later applicable time.

Section 6. North Dakota Law Applies. This Resolution and any transactions contemplated herein will be controlled by the laws of the State of North Dakota.

Section 7. This Resolution shall take effect immediately upon adoption.

(*Remainder of page intentionally left blank.*)

Adopted July 13, 2017.

METRO FLOOD DIVERSION AUTHORITY

_____
Timothy J. Mahoney, Chair
Diversion Authority Board

ATTEST:

_____
Heather Worden, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member Scherling, and upon roll call vote, the following Members voted in favor thereof: _____. The following were absent and not voting: _____. The following voted against the same: _____.

All of the Members having voted aye, the resolution was declared duly passed and adopted.

Item 6a.

Fargo Office
64 4th Street North
Suite 300
Fargo ND 58103
Tel 701-566-5470
Fax 701-634-9954

July 13, 2017

Metro Flood Diversion Authority Attention:
Tim Mahoney, Chairman
211 9th Street South, Box 2806
Fargo, ND 58108

Subject: Work Package 43CD, Ring Levee-Phases C and D
Recommendation of Award

Dear Board Members:

CH2M (Program Management Consultant) recommends the Metro Flood Diversion Authority award Work Package 43CD, Ring Levee – Phases C and D, less Alternative 1 bid items, to Meyer Contracting in the amount of **$10,399,476.21** as the lowest and best bid.

We conducted a public Bid Opening for this project on July 6, 2017 where eight bids were received. This was a multiple contract project: Contract 1 – General Construction, Contract 2 – Electrical, Contract 3 – Mechanical, and Contract 4 – Combined. Because no bids were received for Contract 3, we were required to select from the three Contract 4 Bids. Also, due to lack of property right of way for Alternative 1 bid items, we don't recommend award of Alternative 1 bid items (Alternate 1: Main Avenue Storm Sewer and Road Work and Alternate 1: Levee Work). Meyer's Alternate 1 bid item total was $1,288,551.23.

After review, Meyer Contracting was determined to be the lowest responsive bidder for Contract 4, less Alternative 1. Their price is approximately 11% lower than the Engineer's Opinion of Probable Cost and it appears to be a full and valid bid.

Contact me at Greg.Baisch@ch2m.com if you have any questions regarding this recommendation.

Sincerely,

Gregory L Baisch
Construction Manager
CH2M
Owner's Representative

c: Randy Richardson/CH2M
Heather Worden/Cass County
Chris Gross/HMG
Peter Chitwood/CH2M

Work Package: 43CD
Oxbow Levee
BID OPENING: July 6th, 2017

BID SUMMARY

Bidder Name	Contract No.1 General Construction	Contract No. 2 Electrical Construction	Contract No. 3 Mechanical Construction	Contract No. 4 Combined Construction	Bid Bonds	Contractor Lic.	Addenda
MEYER CONTRACTING	$11,023,465.44			$11,688,027.44	✓	✓	✓
KPH				$15,397,501.10	✓	✓	✓
DAKOTA UNDERGROUND	$17,981,949.95			$18,999,949.95	✓	✓	✓
FUSION AUTOMATION		$431,019.77			✓	✓	✓
RICK ELECTRIC		$505,600.00			✓	✓	✓
JDP ELECTRIC		$512,000.53			✓	✓	✓

FLOOD DIVERSION AUTHORITY

METRO FLOOD DIVERSION PROJECT

Technical Advisory Group Recommendation

Meeting Date: 06/27/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Description	Budget Estimate ($)
Hough Inc.	
Change Order #03	***$122,928.10***
WP-42F2, 2nd Street South Levee and Floodwall – Adjust Sidewalk, Increase Embankment Import and Inspection Trench quantities and increase Contract Time for Final Completion.	

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
WP-42F2 Contract	0.00	1,448,373.17	1,448,373.17	17-Jul-16	15-Jul-17	Awarded 2Nd Street South Levee and Floodwall
Change Order 1	1,448,373.17	206,886.08	1,655,259.25	17-Jul-16	15-Jul-17	Traffic Control, Subsurface Conditions, Catchbasin, 4" Valve and Pipe, Setting ST 3, 6" Valve and Pipe, Pavement Markings, Unsuitable Material, Plan Updates, and Administrative – Owner's Rep and Engineer's Responsibilities
Change Order 2	1,655,259.25	650.00	1,655,909.25	17-Jul-16	15-Jul-17	Light Base Removal and Time for Unsuitable Material Excavation and Stockpiling
Change Order 3	1,655,909.25	122,928.10	1,778,847.35	17-Jul-16	15-Augl-17	Adjust Sidewalk, Move Sign, Increase Inspection Trench and Embankment Import Quantities, and Increase Contract Time

DISCUSSION

Change Order No. 3 increases the Contract Price by **$122,928.10** and extends Final Completion/Ready for Final Payment by **31 days** for the following items. The cost and time were reviewed by the Engineer and Owner's Representative and found to be reasonable.

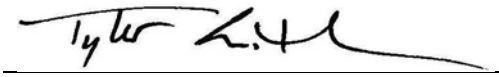
1. **Adjust Sidewalk**. The Sidewalk along the north/west side of 2nd St. South will be realigned to avoid removing an existing light as requested by the City of Fargo. A revised plan sheet is included in Change Order 3 that shows the realignment. Due to this realignment, a yield sign needs to be removed from its current location to accommodate the sidewalk route and relocated a few feet away. The cost to move the sign is $250.
2. **Increase Inspection Trench and Embankment Import**. Change Order 01 included adding a line item Export Unsuitable Material to remove material from the site as the inspection trench was excavated. It did not include an increase to the inspection trench excavation or imported material to replace the unsuitable material. This change item covers the increase in these two line items based on actual quantities of material removed and replaced. The increase to the Inspection Trench is $19,885.00 and the increase to Embankment Import is $102,803.10.
3. **Increase Contract Time**. This change order will not be approved in time for the contractor to prepare for final payment on July 15, 2017. 31 days will be added to the contract Final Completion date increasing it to August 15, 2017. This allows time for the contractor to prepare for closeout and final payment.

ATTACHMENT(S):

Draft Change Order No. 3

Sign Move pricing from Hough

Submitted by:



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

6/26/2017
Date

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

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

Mark Bittner, Fargo Director of Engineering
Concur: *June 28, 2017* *Non-Concur:* _____

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

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

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

Change Order No. 03

Date of Issuance:	7/13/2017	Effective Date:	7/13/2017
Owner:	Metro Flood Diversion Authority	Owner's Contract No.:	WP-42F2
Owner's Representative:	CH2M HILL Engineers, Inc.	Owner's Representative Project No.:	WP-42F2
Contractor:	Hough, Inc.	Contractor's Project No.:	
Engineer:	Houston-Moore Group, LLC	Work Package No.:	WP-42F2
Project:	Fargo-Moorhead Area Diversion	Contract Name:	Park East Apartment Flood Mitigation

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

Description:

1. ADJUST SIDEWALK
    a. The sidewalk along the north/west side of 2nd St. South will be realigned to avoid removing an existing street light as requested by the City of Fargo. The attached Change Order 3 Plan Sheet dated 4/19/2017 shows the change in the pavement limits. There is no schedule change associated with this change item.
    b. Add bid item *0091 Move Sign* at $250/EA. This item is added to move the yield sign from the path of the realigned sidewalk. The attached Change Order 3 Plan Sheet and Unit Price Schedule dated 6/26/2017 shows the sign's relocation and cost. There is no schedule change associated with this change item.
2. INCREASE INSPECTION TRENCH AND EMBANKMENT IMPORT
    a. Increase the Embankment Import quantity as shown in the attached Unit Price Schedule as replacement for unsuitable material removed from the site under Change Order 01. There is no schedule change associated with this change item.
    b. Increase the Inspection Trench quantity as shown in the attached Unit Price Schedule to account for the additional excavation required to remove unsuitable material. There is no schedule change associated with this change item.
3. INCREASE CONTRACT TIME

    Add 30 days to the Contract Final Completion date to accommodate approval of this Change Order. This is a no cost change item.

DRAFT

Attachments:

Change Order 3 Unit Price Schedule Dated 6/26/2017
Revised Plan Sheet C-060-3

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: **1,448,373.17**	Original Contract Times: Milestone 1: 14 Calendar days after work begins Milestone 2: 45 calendar days after road closure Substantial Completion: October 31, 2016 Ready for Final Payment: July 15, 2017
[Increase] [~~Decrease~~] from previously approved Change Orders: **207,536.08**	[Increase] [~~Decrease~~] from previously approved Change Orders: Milestone 1: Milestone 2: 46 Calendar days after closure Substantial Completion: November 1, 2016 Ready for Final Payment: July 15, 2017
Contract Price prior to this Change Order: **1,655,909.25**	Contract Times prior to this Change Order: Milestone 1: Milestone 2: Substantial Completion: Ready for Final Payment: July 15, 2017
[Increase] [~~Decrease~~] of this Change Order: **122,928.10**	[Increase] [~~Decrease~~] of this Change Order: Milestone 1: Milestone 2: Substantial Completion: Ready for Final Payment: August 15, 2017
Contract Price incorporating this Change Order: **1,778,847.35**	Contract Times with all approved Change Orders: Milestone 1: Milestone 2: 46 calendar days after road closure Substantial Completion: November 1, 2016 Ready for Final Payment: August 15, 2017

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

DRAFT

WP-42F2
2nd Street/Downtown Area - In-Town Levees

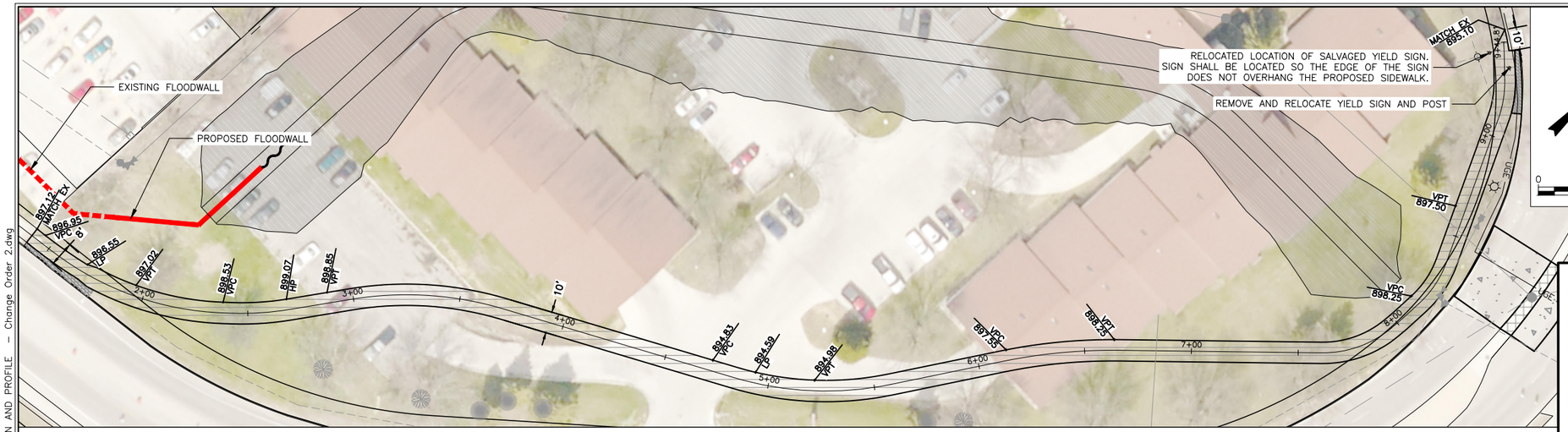
Change Order 3 Unit Price Schedule
DATE: 6/26/2016

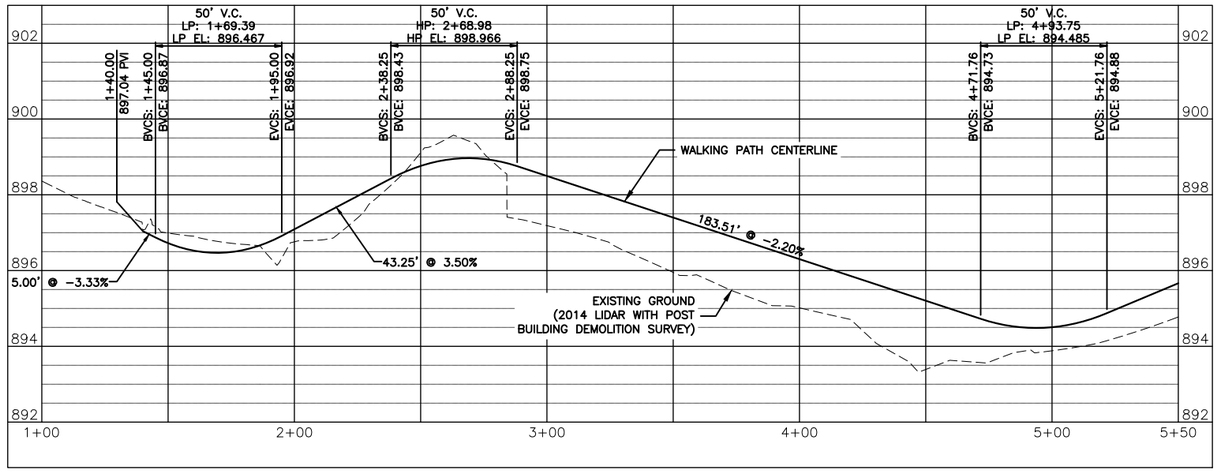
WP-42F2 - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT
0001	Remove Sanitary Pipe All Sizes All Types	LF	30	$ 55.00	$ 1,650.00			$ -	30	55.00	$ 1,650.00
0002	Plug Sanitary Pipe 8" Diameter	EA	1	$ 510.00	$ 510.00			$ -	1	510.00	$ 510.00
0003	F&I 5" Hydrant	EA	1	$ 6,000.00	$ 6,000.00			$ -	1	6,000.00	$ 6,000.00
0004	Remove Hydrant	EA	3	$ 350.00	$ 1,050.00			$ -	3	350.00	$ 1,050.00
0005	F&I Insulation 4" Thick	SY	20	$ 52.50	$ 1,050.00			$ -	20	52.50	$ 1,050.00
0006	F&I Watermain Pipe C900 DR 18 - 10" Dia PVC	LF	796	$ 41.65	$ 33,153.40			$ -	796	41.65	$ 33,153.40
0007	F&I Gate Valve 10" Dia	EA	3	$ 3,985.00	$ 11,955.00			$ -	3	3,985.00	$ 11,955.00
0008	Remove Watermain Pipe All Sizes All Types	LF	339	$ 14.75	$ 5,000.25			$ -	339	14.75	$ 5,000.25
0009	Plug Watermain Pipe 4" Dia	EA	0	$ 255.00	$ -			$ -	0	255.00	$ -
0010	Plug Watermain Pipe 6" Dia	EA	1	$ 350.00	$ 350.00			$ -	1	350.00	$ 350.00
0011	Plug Watermain Pipe 10" Dia	EA	3	$ 360.00	$ 1,080.00			$ -	3	360.00	$ 1,080.00
0012	F&I Watermain Fittings Ductile Iron	LBS	4,120	$ 5.50	$ 22,660.00			$ -	4120	5.50	$ 22,660.00
0013	F&I Storm Manhole 4' Dia Reinf Conc	EA	2	$ 3,500.00	$ 7,000.00			$ -	2	3,500.00	$ 7,000.00
0014	F&I Inlet - Single Box (SBI) Reinf Conc	EA	1	$ 2,000.00	$ 2,000.00			$ -	1	2,000.00	$ 2,000.00
0015	F&I Inlet - Round (RDI) Reinf Conc	EA	1	$ 1,650.00	$ 1,650.00			$ -	1	1,650.00	$ 1,650.00
0016	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2	$ 3,000.00	$ 6,000.00			$ -	2	3,000.00	$ 6,000.00
0017	F&I Inlet - Manhole (MHI) 8' Dia Reinf Conc	EA	1	$ 11,750.00	$ 11,750.00			$ -	1	11,750.00	$ 11,750.00
0018	Remove Storm Manhole	EA	6	$ 380.00	$ 2,280.00			$ -	6	380.00	$ 2,280.00
0019	Remove Storm Inlet	EA	2	$ 205.00	$ 410.00			$ -	2	205.00	$ 410.00
0020	Riprap (Outlet)	CY	645	$ 111.00	$ 71,595.00			$ -	645	111.00	$ 71,595.00
0021	Remove Storm Pipe All Sizes All Types	LF	1,020	$ 18.15	$ 18,513.00			$ -	1020	18.15	$ 18,513.00
0022	F&I Flared End Section 60" Dia Reinf Conc	EA	1	$ 59,685.00	$ 59,685.00			$ -	1	59,685.00	$ 59,685.00
0023	Plug Storm Pipe 4" thru 12" Dia	EA	2	$ 527.00	$ 1,054.00			$ -	2	527.00	$ 1,054.00
0024	Plug Storm Pipe 14" thru 24" Dia	EA	4	$ 750.00	$ 3,000.00			$ -	4	750.00	$ 3,000.00

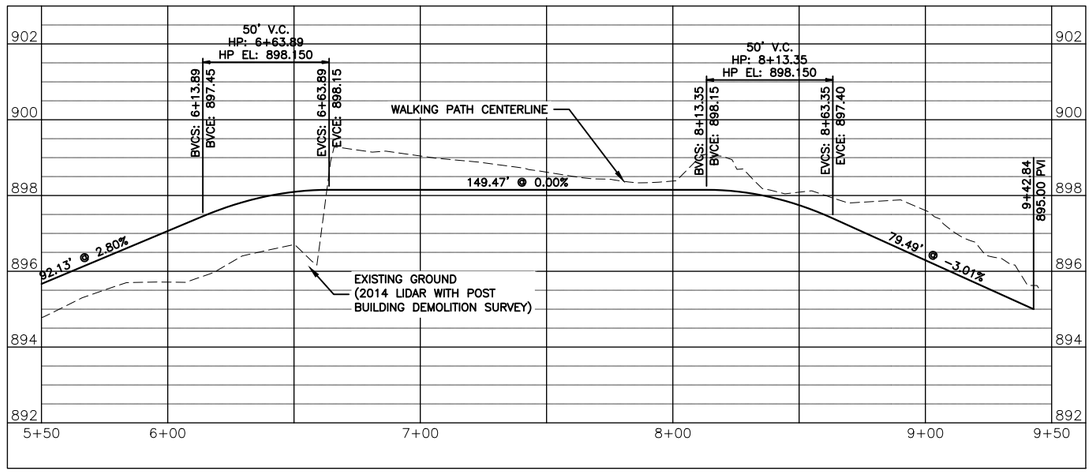
WP-42F2 - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT
0025	Plug Storm Pipe 27" thru 36" Dia	EA	2	$ 975.00	$ 1,950.00			$ -	2	975.00	$ 1,950.00
0026	F&I Storm Pipe 15" Dia Reinf Conc	LF	507	$ 35.35	$ 17,922.45			$ -	507	35.35	$ 17,922.45
0027	F&I Storm Pipe 60" Dia Reinf Conc	LF	231	$ 245.00	$ 56,595.00			$ -	231	245.00	$ 56,595.00
0028	F&I Storm Pipe w/GB 15" Dia Reinf Conc	LF	80	$ 135.00	$ 10,800.00			$ -	80	135.00	$ 10,800.00
0029	F&I Storm Pipe w/GB 60" Dia Reinf Conc	LF	59	$ 590.00	$ 34,810.00			$ -	59	590.00	$ 34,810.00
0030	Remove Pavement All Thicknesses All Types	SY	1,022	$ 12.20	$ 12,468.40			$ -	1022	12.20	$ 12,468.40
0031	Remove Sidewalk All Thicknesses All Types	SY	663	$ 6.75	$ 4,475.25			$ -	663	6.75	$ 4,475.25
0032	Remove Median All Thicknesses All Types	SY	87	$ 8.25	$ 717.75			$ -	87	8.25	$ 717.75
0033	Subgrade Preparation	SY	1,283	$ 2.35	$ 3,015.05			$ -	1283	2.35	$ 3,015.05
0034	F&I Woven Geotextile	SY	1,283	$ 2.35	$ 3,015.05			$ -	1283	2.35	$ 3,015.05
0035	F&I Class 5 Agg - 7" Thick	SY	32	$ 15.85	$ 507.20			$ -	32	15.85	$ 507.20
0036	F&I Class 5 Agg - 12" Thick	SY	1,251	$ 16.85	$ 21,079.35			$ -	1251	16.85	$ 21,079.35
0037	F&I Pavement 8" Thick Reinf Conc	SY	879	$ 72.00	$ 63,288.00			$ -	879	72.00	$ 63,288.00
0038	F&I Edge Drain 4" Dia PVC	LF	824	$ 13.00	$ 10,712.00			$ -	824	13.00	$ 10,712.00
0039	F&I Curb & Gutter Standard (Type II)	LF	804	$ 33.00	$ 26,532.00			$ -	804	33.00	$ 26,532.00
0040	Remove Curb & Gutter	LF	933	$ 6.00	$ 5,598.00			$ -	933	6.00	$ 5,598.00
0041	F&I Aggregate for Asph Pavement FAA 43	TON	115	$ 121.00	$ 13,915.00			$ -	115	121.00	$ 13,915.00
0042	F&I Asphalt Cement PG 58-28	GAL	1,661	$ 2.50	$ 4,152.50			$ -	1661	2.50	$ 4,152.50
0043	F&I Sidewalk 4" Thick Reinf Conc	SY	1,546	$ 56.00	$ 86,576.00			$ -	1546	56.00	$ 86,576.00
0044	Temp Construction Entrance	EA	1	$ 1,500.00	$ 1,500.00			$ -	1	1,500.00	$ 1,500.00
0045	F&I Median Concrete	SY	87	$ 60.00	$ 5,220.00			$ -	87	60.00	$ 5,220.00
0046	F&I Impressioned 4" Thick Reinf Conc	SY	21	$ 95.00	$ 1,995.00			$ -	21	95.00	$ 1,995.00
0047	Paint Epoxy Line 4" Wide	LF	877	$ 2.50	$ 2,192.50			$ -	877	2.50	$ 2,192.50
0048	Paint Epoxy Line 8" Wide	LF	17	$ 5.00	$ 85.00			$ -	17	5.00	$ 85.00
0049	Traffic Control - Type 2	LS	1	$ 10,000.00	$ 10,000.00			$ -	1	10,000.00	$ 10,000.00
0050	Obliterate Pavement Markings	SF	743	$ 5.00	$ 3,715.00			$ -	743	5.00	$ 3,715.00
0051	Mobilization	LS	1	$ 115,000.00	$ 115,000.00			$ -	1	115,000.00	$ 115,000.00

WP-42F2 - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0052	Salvage and Install New Street Light	EA	9	$ 3,500.00	$ 31,500.00			$ -	9	3,500.00	$ 31,500.00	
0053	Remove Construction Fence	LF	2,250	$ 5.00	$ 11,250.00			$ -	2250	5.00	$ 11,250.00	
0054	Temp Fence - Safety	LF	894	$ 5.00	$ 4,470.00			$ -	894	5.00	$ 4,470.00	
0055	Temp Pumping	LS	1	$ 2,500.00	$ 2,500.00			$ -	1	2,500.00	$ 2,500.00	
0056	Clear & Grub	LS	1	$ 3,500.00	$ 3,500.00			$ -	1	3,500.00	$ 3,500.00	
0057	Remove Tree	EA	27	$ 375.00	$ 10,125.00			$ -	27	375.00	$ 10,125.00	
0058	Silt Fence - Standard	LF	1,704	$ 2.50	$ 4,260.00			$ -	1704	2.50	$ 4,260.00	
0059	Floating Silt Fence	LF	293	$ 38.00	$ 11,134.00			$ -	293	38.00	$ 11,134.00	
0060	Sediment Control Log 10" to 15" Dia	LF	618	$ 2.95	$ 1,823.10			$ -	618	2.95	$ 1,823.10	
0061	Inlet Protection - New Inlet	EA	5	$ 250.00	$ 1,250.00			$ -	5	250.00	$ 1,250.00	
0062	Inlet Protection - Existing Inlet	EA	13	$ 250.00	$ 3,250.00			$ -	13	250.00	$ 3,250.00	
0063	Remove 4" Building Pipe	LF	45	$ 10.00	$ 450.00			$ -	45	10.00	$ 450.00	
0064	Remove Drainage Pipe	LF	55	$ 10.00	$ 550.00			$ -	55	10.00	$ 550.00	
0065	F&I Sheet Piling - Steel	SF	244	$ 96.00	$ 23,424.00			$ -	244	96.00	$ 23,424.00	
0066	Topsoil - Strip	CY	877	$ 2.00	$ 1,754.00			$ -	877	2.00	$ 1,754.00	
0067	Topsoil - Spread	CY	877	$ 2.50	$ 2,192.50			$ -	877	2.50	$ 2,192.50	
0068	Topsoil - Import	CY	3,139	$ 18.00	$ 56,502.00			$ -	3139	18.00	$ 56,502.00	
0069	Embankment	CY	5,225	$ 3.00	$ 15,675.00			$ -	5225	3.00	$ 15,675.00	
0070	Embankment Import	CY	3,470	$ 14.10	$ 48,927.00	7291	$ 14.10	$ 102,803.10	10761	14.10	$ 151,730.10	
0071	Inspection Trench	CY	2,362	$ 5.00	$ 11,810.00	3977	$ 5.00	$ 19,885.00	6339	5.00	$ 31,695.00	
0072	Subcut	CY	500	$ 10.00	$ 5,000.00			$ -	500	10.00	$ 5,000.00	
0073	Excavation	CY	5,225	$ 2.50	$ 13,062.50			$ -	5225	2.50	$ 13,062.50	
0074	Mulching Type 1 - Hydro	SY	27,068	$ 0.34	$ 9,203.12			$ -	27068	0.34	$ 9,203.12	
0075	Seeding Type B	SY	27,068	$ 0.26	$ 7,037.68			$ -	27068	0.26	$ 7,037.68	
0076	Overseeding	SY	27,068	$ 0.19	$ 5,142.92			$ -	27068	0.19	$ 5,142.92	
0077	Weed Control Type B	SY	27,068	$ 0.15	$ 4,060.20			$ -	27068	0.15	$ 4,060.20	
0078	F&I Floodwall Reinf Bars - Steel	LB	20,244	$ 3.00	$ 60,732.00			$ -	20244	3.00	$ 60,732.00	

WP-42F2 - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT
0079	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	8,676	$ 4.00	$ 34,704.00			$ -	8676	4.00	$ 34,704.00
0080	F&I Floodwall - Structural Conc	CY	161	$ 1,600.00	$ 257,600.00			$ -	161	1,600.00	$ 257,600.00
0081	Additional Traffic Control	LS	1	$ 600.00	$ 600.00			$ -	1	600.00	$ 600.00
0082	Differing Subsurface Conditions	LS	1	$ 17,344.38	$ 17,344.38			$ -	1	17,344.38	$ 17,344.38
0083	Repair Existing Storm Sewer Catchbasin Casting	LS	1	$ 650.00	$ 650.00			$ -	1	650.00	$ 650.00
0084	F&I Gate Valve 4" Dia	EA	1	$ 2,295.00	$ 2,295.00			$ -	1	2,295.00	$ 2,295.00
0085	F&I Watermain Pipe C900 DR 18 - 4" Dia PVC	LF	40	$ 31.45	$ 1,258.00			$ -	40	31.45	$ 1,258.00
0086	F&I Watermain Pipe C900 DR 18 - 6" Dia PVC	LF	6	$ 37.45	$ 224.70			$ -	6	37.45	$ 224.70
0087	F&I Grooved Plastic Film 4" Wide	LF	436	$ 6.00	$ 2,616.00			$ -	436	6.00	$ 2,616.00
0088	F&I Gate Valve 6" Dia	EA	1	$ 3,250.00	$ 3,250.00			$ -	1	3,250.00	$ 3,250.00
0089	Export Unsuitable Material	CY	11,000	$ 17.90	$ 196,900.00			$ -	11000	17.90	$ 196,900.00
0090	Street Light Base Modification	LS	1	$ 650.00	$ 650.00			$ -	1	650.00	$ 650.00
0091	Move Sign	EA			$ -	1	$ 250.00	$ 250.00	1	250.00	$ 250.00
WP-42F2 - TOTAL AMOUNT			**CURRENT BUDGET**		**$ 1,655,909.25**	**NET CHANGE**		**$ 122,938.10**	**NEW BUDGET**		**$ 1,778,847.35**







This document was originally issued and sealed by Randy G. Engelstad Registration Number PE-6676 on 4-19-17 and the original document is stored at CH2M Hill Engineering Inc., Fargo, N.D.

IMPRESSIONED CONC.

4IN RC SIDEWALK (BASE VARIES SEE NOTES)

8IN REINF CONC PVMT, 2IN HBP OVERLAY (12IN BASE)

4IN MEDIAN PAVING

NOTES:

1. ALL GRADES ARE FLOWLINE GRADES UNLESS OTHERWISE NOTED.
2. ALL CURB IS STANDARD TYPE II UNLESS OTHERWISE NOTED.
3. 2IN BASE MATERIAL FOR 4IN SIDEWALK AND 4IN STAMPED CONC. TO BE INCLUDED IN THE PRICE BID FOR THAT ITEM.
4. MEDIAN CONCRETE TO BE 4" CONCRETE AND SHALL CONFORM TO MEDIAN SECTION DETAIL IN CITY OF FARGO STANDARD SPECIFICATIONS DETAIL 5.15 IN SECTION 2100. AGGREGATE BASE, SUBGRADE PREPARATION, AND GEOTEXTILE FABRIC TO BE CONSIDERED INCIDENTAL TO 4" MEDIAN CONCRETE.
5. CURBING ALONG MEDIAN SECTION SHALL CONFORM TO CITY OF FARGO DETAIL 5.15 IN SECTION 2100.
6. CONCRETE AND BITUMINOUS PATCHES SHALL MATCH EXISTING GRADES.

HMG HOUSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEVEES
PARK EAST APARTMENT FLOOD MITIGATION
RED RIVER OF THE NORTH RIVER BASIN
FARGO-MOORHEAD FLOOD RISK MANAGEMENT
CASS COUNTY, NORTH DAKOTA
PAVING PLAN AND PROFILE - WALKING PATH

COORDINATE SYSTEM (HORIZONTAL CONTROL)
NAD 83 (1986)
FARGO GROUND - US SURVEY FEET

ELEVATION DATUM (VERTICAL CONTROL)
NAVD 88
GEOID03

DATE:	6-10-16
REVISED:	11-10-16
REVISED:	4-19-17
REVISED:	
RECORD:	
FILE NAME:	
PROJECT No.	WP-42F.2
DRAWN BY:	TRK
CHECKED BY:	RGE
PROJ. MANAGER:	CGT
PROJ. ENGINEER:	

C-060-3

04/19/17 01:30:15PM H:\Fargo\JBN\7400\7438\12_7438_009\006-In-Town Levees Phase 1\Phase 1\CAD\2nd St S_WP42F.2\Plans\Final Plans\060_PAVING PLAN AND PROFILE - Change Order 2.dwg

Chitwood, Peter/FMD

To: Chitwood, Peter/FMD
Subject: FW: 42F Meeting [EXTERNAL]

From: Bryce Moen [mailto:b.moen@houghinc.com]
Sent: Tuesday, April 18, 2017 5:21 PM
To: 'Randy Engelstad' <rengelstad@houstoneng.com>; Chitwood, Peter/FMD <Peter.Chitwood@ch2m.com>; Smith, Tyler/FMD <Tyler.Smith@CH2M.com>
Subject: RE: 42F Meeting [EXTERNAL]

Randy,

Cost to relocate yield sign $250.00.

Thanks,
Bryce

From: Randy Engelstad [mailto:rengelstad@houstoneng.com]
Sent: Tuesday, April 18, 2017 5:17 PM
To: Bryce Moen <b.moen@houghinc.com>; 'Chitwood, Peter/FMD' <Peter.Chitwood@ch2m.com>; 'Smith, Tyler/FMD' <Tyler.Smith@CH2M.com>
Subject: RE: 42F Meeting

Bryce,

We are currently working on a change order to realign a portion of the concrete walk on the north side of 2nd street to go around the light base we discussed last fall. This will require removing a yield sign and post and re-installing it. We would like to create a bid item for that, can you supply a cost please? See the image below for the sign in question. Once we get a cost we can get the change order drawings to you and the surveyors asap.

Thanks,

Randy Engelstad
Civil Engineer
Houston Engineering, Inc.
O 701.237.5065 | **D** 701.499.2087 | **F** 701.237.5101

Technical Advisory Recommendation

Date: July 1, 2017

RECOMMENDATION FOR ACTION:

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

SUMMARY OF AGREEMENT ACTION:

Per the contract review and approval procedures Section 4 that were adopted by the Diversion Authority on November 10, 2016, the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare contracts and seek approval based on the contract's proposed value. The procedures listed in Section 4.E, are appropriate for this proposed new contract action.

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

Cass County Electric Cooperative — $93,915.00

WP-43 Utility Relocation Reimbursement Agreement

- WP-43 OHB 2017 Utility Relocations

BACKGROUND AND DISCUSSION:

Construction of the WP-43A Oxbow-Hickson-Bakke (OHB) Ring Levee – Phase A project and the new Oxbow subdivision started in 2014 and Cass County Electrical Cooperative (CCEC) provided an estimate dated March 12, 2014 (attached) for all their electrical utility relocations required for the WP-43 OHB Ring Levee project. This included three options (A, B, and C) for relocations, removals, and temporary services which differed in whether the levee at the north would be crossed with an overhead line, a combination of overhead and underground, or underground. Option C, underground was selected. CCEC's total estimated cost for all the WP-43 electrical utility relocations was $894,676, and this relocation work was planned to be phased with the various phases of construction for WP-43.

A summary of the CCEC contracting history for WP-43 is provide in the table below.

CCEC performed utility relocation work in 2014 and 2015 under two agreements between CCJWRD and CCEC. This work included CCEC Project Code 63314 (Alternate Feed for Kaspari Farm and abandon and relocate single phase line in WP-43A construction area) and CCEC Project Code 63299 (Extension of three phase power through the new Oxbow subdivision).

This Utility Relocation Reimbursement Agreement is for proposed 2017 WP-43 electrical utility relocations that are required for the WP-43CD OHB Ring Levee – Phases C and D construction project.

SUMMARY OF CONTRACTING HISTORY AND CURRENT CONTRACT ACTION:

Original Agreement or Amendment	Original Project Cost	Budget Change	Revised Project Cost	Contract or Amendment Date	Project Completion	Comments
Agreement 1	$38,729		$38,729	5-May -14	15-July-14	Alternate Feed for Kaspari Farm and abandon and relocate single phase line in WP43A construction area

Agreement 2		$409,123	$447,852	9-July-14	31-Oct-15	Extension of three phase power through the new Oxbow subdivision
Agreement 3		$93,915	$541,767	13-July-17		Schnell and Riverbend service retirements, temporary east levee crossing and 3-phase line, and service to new pump station

FINANCIAL CONSIDERATIONS:

The PMC requests that the requirement for multiple quotes for this work be waived. CCEC is performing (or contracting for) the work, and therefore multiple quotes were not sought for this work.

CCEC provided the attached proposal, dated June 26, 2017, for planned 2017 electrical utility relocation work associated with the construction of WP-43CD. A summary of the costs is include in the table below.

CCEC Estimate Costs for WP-43 2017 Electrical Utility Relocations		
Project Code	Description	Cost
69296	Riverbend Road Levee Crossing	17,600
	Riverbend Road Plant Retirements	6,200
69294	North Schnell Drive Plant Retirements	14,350
69295	Cable Replacement through golf course - trench	27,700
63310	New service Stormwater Pump Station	36,550
	CCEC cost share for new service	-8.485
	Total	**93,915**

The proposed work includes:

- Project Code 69296: Installing three 2 inch conduits buried over the levee along Riverbend Rd. to temporarily continue service east of the levee.
- Project Code 69296: Service retirements (Removing transformers and individual residential underground services) along Riverbend Rd.
- Project Code 69294: Service retirements along Schnell Drive and relocating a short section of line to continue feeding the one remaining customer on Paul Bunyan Dr.
- Project Code 69295: Relocate 3-phase line along the east toe of the levee between Riverbend Rd. and Oxbow Dr. to temporarily continue 3-phase redunent service east of the levee.
    - CCEC considers the existing 3-phase line through the existing golf course and between Riverbend Rd. and Oxbow Dr. to be at a high risk of failure. They had a fault on it last year and had to repair it. The portions of the line under the ponds are inaccessible and if a failure were to occur, it would have to be difficult and expense to repaired or replaced under emergency conditions. It provides service to the sanitary lift station on Oxbow Dr. and the golf course river and irrigation pumps. It also provides redundant single-phase service to the one remaining customer on Paul

Bunyan Dr. Providing reliable redundant 3-phase service to the sanitary lift, irrigation pumps, and reliable redundant service to the single phase customer on Paul Bunyan Dr. is considered necessary by CCEC.

- Project Code 69310: Install 1800 feet of new 3-phase service from Main St. N to serve the future pump station and sanitary lift station east of Bakke. This includes the placement of a pad, transformer, and service cabinet.

Remaining CCEC utility relocation work for WP-43 includes the west and north levee crossings. This utility relocation work will be done in conjunction with those phases of the levee construction.

This change amount of $93,915.00 is included in the FY-2017 FMDA budget. The PMC has reviewed this cost proposal and finds it acceptable.

ATTACHMENT(S):

1. DRAFT CCEC Reimbursement Agreement
2. CCEC Proposal dated June 26, 2017
3. CCEC Proposal dated March 12, 2014

Submitted by:

John W. Glatzmaier

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

July 1, 2017
Date

Nathan Boerboom, City of Fargo – Metro Flood Diversion Authority Project Manager
Concur: July 5, 2017 *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: July 6, 2017 *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: July 10, 2017 *Non-Concur:* _____

Jeff Ebsch, Assistant County Engineer – Metro Flood Diversion Authority Project Manager
Concur: July 5, 2017 *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: July 1, 2017 *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: July 10, 2017 *Non-Concur* _____

Fredrikson & BYRON, P.A.

July 6, 2017

PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

Rocky Schneider
Advanced Engineering and
Environmental Services, Inc. (AE2S)
4170 28th Ave. So.
Fargo, ND 58104

Re: Engagement Letter for Minnesota Government Relations Services
2017-2018

Dear Rocky:

Thank you for selecting Fredrikson & Byron, P.A. to represent the Diversion Board of Authority, also known as, FM Flood Diversion Authority ("Authority") in this matter. We appreciate this opportunity to be of service.

Scope of Representation
In representing the Authority, it is important to note that when we represent an entity like the Authority, we represent only the Authority and are not undertaking to represent its members, individual governing board members, volunteers, employees, or affiliated organizations, unless we have a separate agreement to do so.

Term of Agreement
The term of this Agreement shall begin on July 1, 2017 and end on June 30, 2018.

Scope of Services
The Authority has retained us to provide government relations services as follows:

1. Assist in the development and execution of a legislative and executive branch strategy, including a development of a timeline of activities related to potential State funding that would include the development, with the Authority, of a government relations work plan that identifies the goals, timelines, and outcomes for Fredrikson in its representation of the Authority under this Agreement.

2. Monitor Minnesota legislative activities that may impact the Authority and its strategic goals;

3. Develop and maintain positive working relationships with the Minnesota legislators that consistent with the strategic plan that may include both in-district meetings and meetings at the capitol;

4. Serve as an initial contact for the Authority with Minnesota policy makers, and introduce Fredrikson as the contact for the Authority with leadership of committees that may have an impact on the strategic plan;

5. S Coordinate with legislative and executive branch staff to arrange for Diversion related tours and/or presentations in conjunction with legislative and administration bonding tours in the region.;

6. Coordinate logistics for Diversion Authority officials to visit, attend meetings with legislators and/or other executive office officials in St. Paul as necessary;

7. In coordination with the Authority, organize meeting with Executive Branch to discuss topics related to the issuance of a high hazard dam permit;

8. Provide assistance as directed by the Authority on Adequacy Determination and high hazard dam permit issuance issues; and,

9. Perform other services as agreed to by Fredrikson & Byron and the Authority.

Any and all services not set forth above are specifically excluded. Payment for excluded services are not included in the flat fee, but may be performed for an additional fee as mutually agreed to by Fredrikson & Byron and the Authority.

Responsible Lobbyist

Kevin Goodno will serve as the primary contact between the Authority and Fredrikson & Byron. Fredrikson & Byron shall ensure its compliance with state lobbying laws with regard to its work for the Authority. Specifically, when determined necessary under Minnesota law, Fredrikson & Byron shall register as a reporting and designated lobbyist for the Authority, and shall file all reports as required by the Minnesota Campaign Finance and Public Disclosure Board.

Communication

We will keep you informed of the status of our work for the Authority. We will send copies of significant correspondence to you for the purpose of keeping you informed about the progress of the Authority work. When appointed, the Executive Director of the Authority will serve as

primary contact on behalf of the Authority. Until then, a representative of the Authority's Program Management Consultant, Rocky Schneider, shall serve in that capacity.

During the term of this Agreement Fredrikson & Byron shall:

1. Report directly to the Diversion Authority's identified primary contact.

2. Not be required to attend FM Diversion Board of Authority meetings in-person. However, if in-person meetings are agreed to outside of the seven county metropolitan area, the Authority shall reimburse travel expenses and travel and meeting time at the hourly rate of the personnel involved to Fredrikson & Byron;

3. Prepare regular reports on the execution of the strategic plan in a format and frequency required by the Authority to be provided to the designated representative of the Authority, including quarterly reports that would be available upon the request of the designated representative of the Authority; and,

4. Participate in regular monthly updates by phone call and other updates as needed to inform the Authority of progress made consistent with the strategic plan. The frequency and format of the updates may be modified as agreed to by the parties.

The Authority expressly agrees to allow Fredrikson & Byron to identify the Authority as a government relations client of Fredrikson & Byron in public communications including marketing materials. This paragraph shall survive the term of this Agreement, unless specifically revoked by the Authority.

Confidentiality

We will zealously protect and preserve the confidences and secrets you disclose to us. In preserving the confidentiality of client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is appropriate to use mail, fax machines and emails in the course of our representation of you without encryption or other special measures. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

Cooperation and Assistance

You understand and agree that in order for us to represent you effectively, it is necessary for you to assist and cooperate with us. You agree to make yourself available to discuss issues as they arise in this matter; attend and participate in meetings, preparation sessions, court proceedings and other activities; and provide complete and accurate information and documents to us on a timely basis.

Fees and Expenses

Attached is our Agreement For Legal Services-Standard Client Billing Policy ("Agreement") which, along with this letter, establishes our agreement with the Authority. Please note that references in the Agreement to "Legal Services" should be read to mean "Government Relations Services". The terms set forth in the attached Agreement apply to our relationship with the Authority except to the extent modified by this letter. Please review the Agreement carefully.

We have agreed to handle this matter for the Authority on the basis of a monthly flat fee of $3,500. This means that all state government relations services provided by us in connection with this matter are covered by the fee. This fee is only for the services specifically identified above and does not include any other services provided by Fredrikson & Byron. The Authority shall also reimburse Fredrikson & Byron for expenses.

The fee shall be paid on a monthly basis with the first payment of $3,500 due on July 1, 2017 and remaining payments are due by the 1st of each subsequent month throughout the term of this Agreement.

You have the right to terminate our relationship and will be entitled to a refund of all or a portion of the flat fee if the agreed upon services have not been provided. In the case of termination, it is understood by the parties that the fee is earned at a rate of $3,500 per month during the term of this Agreement.

In addition to the flat fee, the Authority shall make payment to Fredrikson & Byron for the costs incurred for travel outside of the seven-county metropolitan area including mileage expenses reimbursed at the published IRS allowable rate; and, actual costs for food, lodging and other expenses. All travel outside of the seven-county metropolitan area for which expense reimbursement will be claimed shall require prior approval by the Authority. In addition, other expenses that shall be reimbursed include long distance phone and conference call charges; copying charges and supply costs that are more than incidental or minor in nature; and, other expenses, necessary to fulfill the terms of this Agreement as agreed to by Fredrikson & Byron and the Authority.

Waiver

Given the scope of our business and the scope of our client representations in this region, it is possible that some of our current or future clients will have matters adverse to the Authority while we are representing you on the matter described in this Agreement. For example, we may represent one or more parties in a bankruptcy case, such as a creditor, official committee, debtor-in-possession, or lender, which may or will have interests that are materially adverse to you, or our current or future clients may have future business dealings with you, or may become involved in disputes, including litigation, against you. Our representation of other parties in such matters may include, for example, representing other parties in litigation adverse to you. Additionally, we do represent the City of Moorhead on state government relations matters.

You agree that, even though we undertake to represent you in this matter, we may continue to represent or may in the future represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to you. We agree that no confidential information obtained in representing you will be used in any such other representation and, if requested by you in an appropriate situation, we will establish ethical screens to assure that such confidential information is not obtained or used by the attorneys working on other representations. You hereby consent to any conflict of interest that might arise from any such adverse representation(s) and agree not to seek to disqualify Fredrikson & Byron from such adverse representation or assert that such representation constitutes a conflict of interest where (1) the adverse representation does not involve the same or related matter as the engagement, and (2) we do not have confidential information or secrets from this engagement that would be material to the adverse representation.

Please sign and return to us the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above and attached. If you would like to discuss any of these matters, please give me a call.

Again, thank you for the opportunity to assist you. Please do not hesitate to contact me if you have any questions or if I can be of further assistance.

Yours sincerely,

Kevin P. Goodno
Direct Dial: 612.492.7348
Email: kgoodno@fredlaw.com

Enclosure

Agreed: **Diversion Board of Authority**

By:_____ Date:_____

Its:_____

By:_____ Date:_____

Its:_____

FREDRIKSON & BYRON, P.A.

Agreement for Legal Services—Standard Client Billing Policy

This Standard Client Billing Policy, together with the engagement letter, contains the agreement ("Agreement") under which Fredrikson & Byron will provide legal services to you, as the client named in that engagement letter. This Agreement describes our standard billing policies and practices and will be applicable to all of your client matters unless otherwise agreed in writing.

Services. We will provide you the legal services described in the engagement letter and other legal services mutually agreed to in writing. In the event of a conflict between this Agreement and the engagement letter, the engagement letter will control. We only provide legal services. We do not provide, and you should not rely on us for, other services including but not limited to investment, finances, accounting, engineering, scientific, independent investigation (unless specifically agreed in the engagement letter), or business consulting services. We cannot, and you should not rely upon us to, express any opinion regarding financial statements or other financial information.

Fees. Unless otherwise agreed in writing, the cost of the legal services rendered will be based primarily on the amount of time expended and the applicable hourly rates of the person(s) rendering the services. Time is recorded in one-tenth hour increments; time increments less than six minutes may be rounded up to the nearest one-tenth hour. We may periodically adjust our hourly rates.

Service Charges and Disbursements. Except as provided below and unless otherwise agreed in writing, we will charge you, without markup, itemized charges from outside vendors (e.g. filing fees, expert witness fees, telephone toll charges, postage and courier charges, travel, etc.).

We will bill certain specific charges according to the following schedule, which is subject to periodic adjustment without prior notice: $.20/page for copying charges; $1.50/book for velo and spiral binding; and $1.00/page (plus any long distance telephone charges) for outgoing faxes. We will bill online computer research based on a schedule available upon request. We bill for responding to audit letter requests based on a fixed administrative processing fee (schedule available upon request) plus hourly rates for actual time spent by attorneys and paralegals.

If we contract on your behalf for additional services to be provided by a third party vendor, you will be responsible for payment either directly to the third party or through us. We may request a retainer from you to cover such costs. In order to provide you with efficient and cost-effective service, we sometimes use certain technologies—including third-party hosted tools and service—for collaboration, document review, electronic signatures, and contract tracking. Although we engage only reputable vendors in this regard, we cannot guarantee the security or availability of their tools or services.

Billing. Unless otherwise agreed in writing, we generally bill fees, service charges and disbursements monthly. Invoices are due and payable within thirty (30) days after receipt. If you pay a retainer or other advance payment, other than a flat fee, we will deposit that amount in and make withdrawals from a trust account as required under applicable rules of professional conduct. Communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt are to be sent to: Fredrikson & Byron, P.A., Attn: Credit Department, 200 South Sixth Street Suite 4000, Minneapolis, MN 55402. Subject to applicable law A LATE PAYMENT CHARGE UP TO 8% PER YEAR (OR THE MAXIMUM ALLOWABLE RATE, IF LOWER) MAY BE ADDED TO ANY UNPAID INVOICE OVER 30 DAYS PAST DUE.

Organizational Clients. With respect to all organizational clients, unless the engagement letter provides otherwise, our client is the organization identified in the engagement letter, and not any of its incorporators, promoters, organizers, shareholders, partners, members, directors, officers, employees, subsidiaries, parents or other affiliates. This means we will have no conflict of interest in the event our other clients are adverse to such parties who are not specifically identified as the client in the engagement letter.

Records. Upon written request, we will provide to you the records in our possession relating to the legal services performed by us for you. You agree that these will not include internal financial records, attorney notes, internal email, work papers, and other such documents. We also may be required to produce some or all of your records in response to subpoena, court order, discovery demand, or otherwise. If we either are asked by you or required to produce your records (in whatever format, including electronic), you agree to promptly reimburse us for all fees and expenses, including attorney, paralegal, and administrative time at our billing rates, incurred in connection with retrieving, identifying, copying, producing, or transferring the records. You further agree to reimburse us for all fees and expenses incurred by us in preparing for, participating in, or responding to any action, claim, suit, or proceeding brought by or against any third-party that relates to the legal services we provided you. This includes, but is not limited to, responding to document subpoenas, and preparing for and testifying at depositions and trials.

Termination. Unless terminated earlier, our representation of you will terminate upon our sending our final statement for services rendered in connection with the matter identified in the engagement letter. You are free to terminate our services, with or without cause, upon written notice. We may also terminate our representation if you do not cooperate in the representation or pay our fees and expenses in a timely manner, or if we determine in our discretion that continuing to provide services would be unethical or impractical. If our representation terminates, all fees, service charges and disbursements incurred to that time will be due and payable. All records stored by us relating to the legal services performed for you are subject to retention and destruction according to our records retention policy.

Collection. You agree to promptly pay our invoices. If you do not, you agree to pay collection costs and attorneys' fees incurred to collect payment of overdue invoices and interest allowed by law. We may obtain and perfect an attorneys' lien against documents, property, money or other rights, in accordance with applicable law.

Questions or Disputes. You should bring questions or disputes concerning our invoices to the attention of the attorney responsible for the legal services or our Finance Department promptly after receipt of the invoice.

Outcomes. We cannot guarantee a particular outcome. We may express our opinions periodically, but these are only our opinions and not guarantees or promises.

Confidentiality. We will protect your confidences and secrets. We will not disclose or use any confidential information we receive from you unless mandated by law or ethics rules.

Entire Agreement. This Agreement and the engagement letter represent the entire understanding between us and supersede and replace any and all prior agreements and negotiations concerning this engagement, including any outside counsel guidelines. This agreement and the engagement letter can be modified by writing signed by both you and us; provided, however, that we may periodically modify our Standard Client Billing Policy and our billing practices without prior notice.

Revised 04.13.17